



**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN**

**Waukeee Community School District (WCSD)**

**AND**

**Waukeee Education Association (WEA)**

**2018-2020**

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## **ARTICLE 1: PREAMBLE**

THIS AGREEMENT entered into this 25th day of May, 2018 by and between the WAUKEE COMMUNITY SCHOOL DISTRICT (WCSD), Waukee, Iowa, hereinafter referred to as the "Employer," and the WAUKEE EDUCATION ASSOCIATION (WEA), hereinafter referred to as the "Association." Said Agreement represents the complete and final agreement on all items agreed upon between the Employer and Association. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act.

It is the intent of the Employer and Association to have a desirable, harmonious, productive relationship, and to provide a quality education program for children of the school district. The parties further recognize that attainment of this is a joint responsibility of the Employer, administrative and supervisory staff, the professional personnel of the district, the parents of students, and the community at large.

The Resolution Team, a problem solving team comprised of district and association personnel, will meet on a monthly basis during the school year, beginning in September, to collaboratively address issues that arise in the district. The composition of this team will include the Superintendent and other district personnel.

The Formal Negotiations Team, a team utilized for negotiating contract language, and base wage comprised of district and association personnel, will meet on a monthly basis beginning no later than the month of December to collaboratively address the aforementioned negotiating process. Negotiations will be a collaborative, problem-solving process and not include traditional bargaining.

## **ARTICLE 2: RECOGNITION**

### **A. Unit**

The Employer hereby recognizes the Association as the exclusive bargaining representative for all full time and regular part-time personnel in the Waukee Community School District, including but not limited to: Waukee CSD Certified Staff. Excluded from representation and coverage are these positions and duties: Administrators and Non-Certified Personnel. The Waukee Education Association is affiliated with the Iowa State Education Association and the National Education Association.

### **B. Definitions**

1. The term "Employer" as used in this Agreement shall mean the Waukee Community School District.
2. The term "Employee" as used in this Agreement shall mean the unit employees represented by the Waukee Education Association, as defined and certified by the Iowa Public Employment Relations Board.
3. The term "Association" as used in this Agreement shall mean the Waukee Education Association.

## **ARTICLE 3: SENIORITY**

A. Seniority means an employee's length of continuous service with the Employer since the employee's last date of hire. A seniority list will be posted at each building.

B. An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

1. An accepted employee resignation.
2. Employee is terminated or the individual teaching contract is not renewed.
3. Engaging in other employment (including the active seeking of employment) while on paid leave of absence.
4. Failure to report for work at the end of leave of absence.
5. Employee retires.

C. As long as an individual is employed by the Employer under a teaching contract, his/her seniority continues to accumulate.

D. Seniority accrues at the same rate for full-time and part-time employees.

## **ARTICLE 4: PROFESSIONAL DEVELOPMENT**

### **A. Definition**

Professional development is defined as training provided or made possible for employees by the Employer during the service year that occurs in a collective and collaborative manner, in order to improve professional practice so that increased student learning will occur throughout the system.

### **B. Criteria**

Professional development will focus on research-based instructional strategies, be aligned with the District and/or Building student achievement needs, student learning goals, the long-range and annual improvement goals, and differentiated according to building, grade level and/or years of service to the District.

### **C. Peer Review**

Peer review is a collegial process among employees to enhance and improve instruction in order to increase student achievement

A peer review may be one or more colleagues selected by the teacher.

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 individual/group.

The peer review process will be focused on assisting each peer group member in achieving the goals of the teacher's individual professional development plan (ITPDP). Peer reviews will be supportive and collaborative and will be conducted in an informal manner.

Peer individual/group review shall not be the basis for recommending that the teacher participate in an intensive assistance program and shall not be used to determine the compensation, promotion, layoff, or any other determination affecting the teacher's employment status.

During the annual conference with the teacher's evaluator the ITPDP will include the date for the peer review, name of individual/group in the review process, and reflection completed prior to the conference.

## **ARTICLE 5: EMPLOYEE SERVICE YEAR**

A. All full-time returning employees will be issued a 194-day teaching contract:

- 180 days shall be teaching days
- Five (5) shall be paid holidays
- Two (2) professional development
- Five (5) teacher work days prior, during and/or after the school year
- Two (2) Parent Teacher Conference days

New employees will be issued a 196 day contract, which includes two (2) additional work days scheduled at the beginning of the contract year. The Employer recognizes the following five (5) paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day. No employee shall be required to perform duties on any of the mentioned holidays.

B. An advisory committee consisting of an equal number of elementary and secondary Association representatives (but not less than three (3) WEA secondary and three (3) WEA elementary representatives) will meet with the

Superintendent or designee to give recommendations and suggestions concerning the school calendar for the following school year. The committee will meet with the Superintendent and/or designee as needed prior to his/her recommendation being made to the Board of Education.

C. Employee attendance shall not be required whenever student attendance is not required due to inclement weather.

## **ARTICLE 6: HOURS**

A. The arrival and departure times for all employees shall be determined and designated by the Employer. However, the normal work day, including both teaching and non-teaching contract days, shall consist of eight (8) hours, with a scheduled duty-free lunch period thirty (30) uninterrupted minutes, except in cases of emergency, as determined by the Employer. No more than one-third (1/3) of the unit employees in each building can leave the building during this lunch period and those leaving must notify the office in advance. Traveling between buildings is considered a duty, not to be considered as part of the duty-free lunch. The Employer may decide upon a less than or a greater than normal work day in emergency situations. On days preceding recognized holidays or vacation periods, on Fridays and when assigned evening activities, an employee may leave after students are dismissed, the last bus has left, and the responsibilities in the room are completed.

B. It shall be the objective of the school district to provide employees with a minimum of thirty (30) continuous minutes of preparation time daily excluding lunch. The preparation time will be provided during the time the students are typically in attendance. The parties acknowledge that financial, enrollment, absences, emergencies and scheduling limitations may adversely affect this objective. No later than thirty (30) employee working days after an email has been submitted to the building principal to make the issue known, the Superintendent and/or designee shall meet with the resolution committee to review those circumstances that merit consideration when this objective has not been reached. Issues are intended to be resolved at the building level before being brought to the resolution committee.

C. Regarding other assignments (those that occur before and/or after the normal work day, such as work assignments at extra-curricular activities), an employee will be given an opportunity to express a preference. Volunteers will be first considered by the Employer for performance of said other assignments. Should the volunteer not meet the needs of the school district as determined by the Employer, other employees can be required to perform said assignment(s). It is the Employer's intent to make as few of these other assignments as is necessary.

D. An employee may leave the building during his/her work day after signing the appropriate form. Employees at the elementary level may leave at 3:20 or later or arrive prior to 8:40 a.m. for medical appointment purposes with no deduction in leave. Employees at the secondary level may leave once students have departed or arrive prior to 8 a.m. for medical appointment purposes with no deduction in leave. Employees should notify the Building Principal of such prior to the scheduled appointments.

E. The working hours for part-time employees will be solely determined and designated by the Employer.

## **ARTICLE 7: GRIEVANCE PROCEDURE**

### **A. Purpose**

The parties agree that an orderly and expeditious resolution of grievances at the lowest possible level is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, misapplication or misinterpretation of an expressed provision(s) of this Agreement shall be handled in a professional manner.

## **B. Definitions**

Grievant - A grievant is an employee, a group of employees or the Association who files a grievance.

Grievance - A grievance is a claim by a grievant that a provision of the Agreement has been violated, misapplied or misinterpreted.

Days - The term "work days" as used in this Article shall mean the unit work days. During summer recess, the term "work days" shall mean "week days."

## **C. Procedure**

1. Informal Level - Any employee having a grievance shall contact and discuss the matter with his/her Building Grievance Representative within five- seven (5-7) workdays from its occurrence. The employee, Association representative, Director or Principal, and Associate Superintendent will attempt to reach resolution at the informal level. Should resolution not be reached through collaborative efforts, the employee may choose to begin the process at Formal Level I.

Formal Level 1 - If the grievance is not settled satisfactorily at the Informal Level, the employee shall file a completed grievance form with the Superintendent or designated representative within five-seven (5-7) work days. The Superintendent or designated representative agrees to meet and discuss the unresolved issue with the Waukee Education Association Representative and the aggrieved employee within five-seven (5-7) work days from receiving date of grievance. Both parties shall verbally state their reason(s) as to why the grievance should be upheld or denied. The Principal or Director may attend if requested by either party. The Superintendent or designated representative shall give a written answer at such meeting or within five-seven (5-7) workdays after the Level 1 meeting is held.

Formal Level 2 - In the event the grievance is not disposed of at Level 1, Association or aggrieved employee may within five-seven (5-7) workdays from the final answer at Level I, submit such matter to final and binding arbitration by notice in writing to the Employer of intent to arbitrate.

## **D. Time Limits**

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in the Informal Level of the grievance procedure.

If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Level within the specified time limits, it shall be considered settled on the basis of the Employer's representative's last answer.

If the Principal, Director, or Superintendent's answer in any Level in the grievance procedure is not given within the specified time limits, said grievance automatically moves to the next Level. It is understood that the time limits specified in the grievance and arbitration procedure may be extended or shortened by mutual agreement.

In the event a grievance is filed at such time that it cannot be processed through all the Levels in this grievance procedure by the end of the school year, and; if left unresolved until the beginning of the following school year, could result in harm to the grievant or Employer, the time limits set forth herein will be reduced by mutual agreement so that the grievance procedure will be completed prior to the end of the school year or within a reasonable number of working days thereafter.

## **E. General Provisions**

All grievance meetings under this Article are to be held in private and are not open to the public.

A copy of the Employer's written decision on grievances in Formal Level 1 and above will be made available to the Local Association President.

If the grievant desires he/she may elect to have an Association representative present at all levels. If the Association representative is present, the Employer can also elect to have an additional designated representative present.

## **F. Grievance Form**

The Waukee Community School District complaint form can be found under Documents in the iVisions Web Portal.

## **G. Arbitration Procedure**

After either party hereto has so notified the other of its referral to arbitration, the parties will meet within seven work days after receipt by either party hereto of notice of referral to arbitration to select an arbitrator or request in writing the Iowa Public Employment Relations Board to furnish a suggested list of names of seven arbitrators from which list the parties shall select one arbitrator. Within five work days after receipt of said panel of arbitrators, the parties will meet to select the sole arbitrator at one setting. Such selection shall be by agreement, if possible, otherwise by the parties alternately eliminating names from the list. The arbitrator whose name remains on said list shall be accepted by both parties as the sole arbitrator. The parties will jointly request of the arbitrator that his/her decision be mailed to the parties within 30 work days after the date of the hearing. The decision of the arbitrator shall be final.

# **ARTICLE 8: HEALTH & SAFETY MATTERS**

## **A. Health**

All employees are required by law to submit evidence from a medical doctor indicating that they are free of communicable disease and otherwise in good physical health at the time of initial employment with the Employer.

If for any reason the health of an employee is of concern, the Board reserves the right to request that a physical examination be administered at its expense by a medical doctor of its choice. Reports of such examination shall be completed on forms provided by the Employer.

## **B. Safety**

1. An employee may, within the scope of his/her employment, apply such amount of force as is reasonable, lawful, and necessary:
  - to quell a disturbance threatening physical injury to others;
  - to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil;
  - for the purpose of self-defense;
  - for the protection of persons and/or property.
2. No employee shall be required to search for a bomb. In the event of a bomb threat, employees may also vacate the building after all students have vacated the building.
3. A workstation and lockable storage will be provided for the primary use of the employee.
4. A crisis response team will be established in each building.
5. When an employee's absence from work arises out of or from assault or injury incurred while acting in the discharge of his/her duties, the employee shall not forfeit personal leave or health and accident insurance coverage for the duration of the individual's work contract.
6. It is the intent of the Employer to provide a safe and healthful place of employment.

## **ARTICLE 9: LEAVES OF ABSENCE**

\*\*In the event school is delayed and/or cancelled, an employee with scheduled sick leave, family leave, or personal leave will receive the amount of scheduled time back into the appropriate category of said leave. The employee bears the responsibility to verify with Human Resources that said leave has been returned to the appropriate category of leave.

### **Definitions**

a) **“immediate” family** shall include spouse, partner, children, mother, father, sister, brother and corresponding step-relationships and corresponding in-law relationships.

b) **“extended” family** shall include grandparents, grandchildren, aunts, uncles, nieces, and nephews, as well as corresponding in-law relationships

c) **Family Leave only**, the definition of immediate family shall be broadened to include the employee’s grandparents, grandparents-in-law and corresponding step-grandparents.

d) **Parent-Teacher Conference Leave:** Approved leave shall not be deducted for Parent Teacher Conferences. Certified staff unable to hold parent-teacher conferences due to approved absenteeism are required to make-up parent-teacher conferencing time. (Exception for qualified long-term situations.)

### **A. Sick Leave**

1. Accumulative Benefits. Any elective physician/dentist appointment will not be construed as paid sick leave and shall be considered personal leave. The Employer will grant sick leave for personal illness, injury, or appointments for physician/dentist required treatment in the following amounts:

1st year of employment -- 10 work days

2nd year of employment -- 11 work days

3rd year of employment -- 12 work days

4th year of employment -- 13 work days

5th year of employment -- 14 work days

6th year and subsequent years of employment -- 15 work days

2. Accumulation. At the beginning of each contract year, an employee shall be credited with their carryover sick leave from the previous year(s) and the current contract year's earned amount. The carryover sick leave is limited to a maximum of one hundred fifteen (115) days. Sick leave may be taken in one-quarter (1/4) day increments up to a maximum of four (4) times per year, after which the minimum amount of sick leave request that can be granted is one-half (1/2) work day.

3. In order to qualify for payment, the Employer has the right to require such evidence as it deems necessary to substantiate the absence. It shall be the employee's responsibility to notify the Building Principal at the earliest reasonable time possible so as to allow adequate time to secure a substitute. Sick leave will be administered consistent with the Family Medical Leave Act.

4. Transfer of Sick Leave. An employee who is a new hire in the Waukee Community School District shall be permitted to bring up to fifteen (15) days of sick leave accumulated in another district at the end of the preceding year. It is the responsibility of each new employee to present verification of accumulated sick leave to the district. Said verification shall be presented to the Human Resources Department within one hundred twenty (120) days of hire.

5. Notification of Accumulation. Employees shall be given a copy of a written accounting of accumulated sick leave.



6. Extended Leave. If an employee exhausts all of his/her accumulated sick leave but still is not released to return to work because of personal illness or disability substantiated by a medical doctor's written statement, he/she shall be granted a leave of absence consistent with the Family Medical leave Act (FMLA) and/or Iowa Law.

## **B. Family Leave**

An employee may use up to fifteen (15) days (or their remaining balance) per year of their sick leave allocation for the care or support of an ill member of the employee's immediate family. For the purpose of Family Leave only, the definition of immediate family may be found under "definitions" at the beginning of Article 12. It is the Employer's intent to notify the employee when said leave has been exhausted. After said leave is exhausted, the employee may be granted an unpaid leave of absence for up to thirty (30) days, which may be extended for like periods of time and shall be administered consistent with the Family Medical Leave Act, if applicable. In emergency situations, when employee has exhausted all family and personal leave, the superintendent may grant emergency paid leave on a case-by-case basis.

## **C. Adoption Leave**

An employee may be granted a paid leave of absence, not to exceed a total of twenty (20) working days, in case of the employee adopting a child. If both parents work for the district, the leave shall be shared. Such paid leave days shall be charged to the employee's accrued sick leave. Application for a leave of absence due to an adoption shall be submitted in writing by the employee to the Human Resources Department and to the Superintendent or designee as far in advance of the contemplated leave period as possible.

## **D. Bereavement Leave**

1. An employee shall be allowed up to ten (10) working days for the death of a spouse, child, or stepchild.
2. An employee shall be allowed up to five (5) working days for each death in the immediate family. For purposes of this section, "immediate" family shall include mother, father, sister, brother and corresponding step-relationships and corresponding in-law relationships.
3. An employee shall be allowed up to two (2) working days for each death in the extended family. For purposes of this section, "extended" family shall include grandparents, grandchildren, aunts, uncles, nieces, and nephews, as well as corresponding in-law relationships.
4. An employee shall be allowed one (1) working day for each death of another family member or friend. This section shall include relatives not identified as immediate or extended family and close friends.
5. The Superintendent may extend coverage and/or grant additional leave days as circumstances warrant. Such action shall not be precedent setting. If additional travel time is necessary, it may be granted at the discretion of the Superintendent.

## **E. Personal Leave**

All employees regularly employed shall be granted two (2) days of personal leave per year. All personal leave must be applied for two (2) days in advance in writing. It is understood that two (2) days notice may not be possible for emergency situations. Personal leave will be approved first by the Building Principal.

No more than two (2) certified employees will be granted personal leave on the same student day in any building with thirty-nine (39) or fewer certified employees. An additional employees for every 20 employees in a building beyond 39 will be granted personal leave on the same day. (Exp: 40=3, 60=4, 80=5) There is no limit for personal leave to be used on non-student work days.

Personal leave must be taken in one-half (1/2) day increments.

The earliest date that personal leave for any given school year can be requested is the first contract date for that school required for all returning staff.

Parent-Teacher conferences and the first or last ten (10) student days of the school year shall not be recognized as a personal leave day except for the purpose of attending weddings; retirements; graduations (high school, college

and military); children's state level performances or competitions; sending a child to college or kindergarten; the attendance at an awards ceremony where the employee or an employee's immediate family member is receiving state or national recognition associated with his/her employment; or job interviews.

An employee with half and/or full personal days remaining at the end of the year shall be compensated at the current substitute teacher pay rate per unused half and/or full days and/or may choose to carry over personal days to the following year. Total personal days shall not exceed four (4) days in any given contract year. To request payment for unused personal days, the appropriate form must be completed and turned in at the time the employee checks out for the summer.

In case of accidents that cause long term absences and chronic life-threatening illness (for employee only) employees who have exhausted all leave can have personal days donated to them by other staff members. Donated personal days cannot carry over from year-to-year. Requests for donated personal leave should be directed to the Human Resource Department.

## **F. Professional Leave**

Attendance at educational meetings or visitations to view other instructional techniques or programs (practicums included) are permitted with full pay if such absence is approved by the Superintendent or designee. Practicums are included if the associated endorsement program has been required by the Employer. The Superintendent may require an employee to attend this type of meeting, and under these circumstances, said employee will be reimbursed for personal car travel and registration fees.

## **G. Jury Duty Leave & Legal Leave**

An employee required to serve as a juror shall receive regular wages. This provision applies to the employee's contract days. When released from jury duty during working hours, the employee will report to work and work the remainder of the day. Employees required to appear in any judicial, administrative proceeding or subpoena will be granted release time only to the extent as required to fulfill legal responsibilities. Proof of duty related to Subpoena, Summons, (or other court order) is required by the Employer. In the event that an employee brings legal action against the district, no paid legal leave will be granted.

## **H. Religious Leave**

Any employee whose religious affiliation requires the observance of religious holidays other than those scheduled in the school calendar will utilize personal leave or unpaid leave if personal leave is unavailable.

## **I. Non-Medical Leave**

In the event that an employee requests a leave of absence from work without pay for non-medical reasons, said request will be made in writing at least five (5) work days prior to the leave and sent to the Superintendent. No such request will be considered without first exhausting all other appropriate leave. An employee shall be allowed a combination of personal leave and unpaid leave not to exceed five (5) days within a contract year. Said leave is not cumulative from one contract year to the next. Unpaid leaves of absence will not normally be granted immediately preceding or following a regularly scheduled vacation period nor during the first ten (10) or last ten (10) days of school. No more than one (1) employee shall be permitted to be on an unpaid leave of absence (for non-medical purposes) from a given building at the same time. No unpaid leaves will be permitted if the educational program would be seriously hampered. Unpaid leave requests that arise from sudden emergencies, severe and/or catastrophic life events will not follow the above language and will be granted on a case-by-case basis by the Superintendent and will not be considered as setting precedent.

## **J. Association Leave**

Up to four days leave with pay may be granted for the purpose of attending Waukee Education Association meetings and/or for meetings of its state or national affiliations. Said leave shall be granted only if a substitute can be secured. No more than one teacher per 85 WEA members can take association leave at the same time. The

association will pay to the employer the cost of the substitute for this leave. The Superintendent may grant additional leave days as circumstances warrant.

## **K. Educational Leave**

Upon written request to the Employer at least one hundred twenty (120) days in advance, the employee may be granted a leave of absence for up to two (2) consecutive semesters to pursue graduate level college courses at an accredited university or college leading to an advanced degree in a field of education. A written response to this request will be given within thirty (30) days of receipt of the request. In order to be eligible for this type of leave an employee shall have been employed at the Waukee Community School District the previous five (5) consecutive full years. The employee may be eligible to purchase Employer provided group insurance benefits during this leave, subject to the approval of the insurance carrier. Premiums must be paid in advance. Upon return from an extended Educational Leave, an employee shall be placed on the same vertical step of the salary schedule that he/she occupied upon the beginning of the leave, unless the employee has fulfilled the requirements of Article 14, Section C (4). An employee on extended Educational Leave shall suffer no loss of nor accrue any sick leave benefits during said leave. Upon his/her return from this leave, the Employer will attempt to reassign the employee to the position which he/she would have been assigned on the staff had the leave not occurred. No more than one (1) employee from each attendance center will be permitted to be on Educational Leave in any one year. An employee may not be on an Educational Leave more than once in any five (5) year period after the initial five (5) years of employment. Employees on Educational Leave will be offered contracts for the next school year at the same time contracts are issued to other unit employees. The employee agrees to return to employment for one full year at the conclusion of the Educational Leave. Failure to successfully 21 complete a full academic course load (minimum of 9 credit hours per semester) will result in a forfeiture of the return provisions. The employee must submit grades OR transcripts to the Human Resource Department within thirty (30) days of completion of each semester. The Superintendent may waive the return provisions should the employee experience a significant family event that prohibits them from completing the course load (i.e. health issue, family member death). Educational leave for less than a full semester may be granted at the discretion of the superintendent on an as needed basis.

## **L. General Leave**

An employee may apply for a general leave of absence without pay or benefits except as hereinafter provided. Such leave request for the ensuing school year must be submitted by February 01 of the current year. In emergency situations, leave requests submitted after February 01 may be granted by the Superintendent or designee. The granting or withholding of this type of leave request shall not be precedent-setting nor subject to any other provision or Article in this Agreement. An employee on unpaid leave for one (1) month or longer shall have the option to continue health and/or dental insurance elected under the salary reduction plan by paying the entire premium (employee and employer portion) to the Employer in advance of the date when the school district must transmit the payment to the carrier. Maternity and FMLA-covered events are not subject to the one-month health care payment provision.

This leave of absence may be granted for personal health, family illness, and other reasons as deemed appropriate by the Superintendent or designee. While on unpaid leave, the employee will have no "rights" for internal transfer requests as identified in Article 4 of this Agreement.

The employee shall provide a thirty (30) day written notice of their intent to return to the school district.

Upon returning to service, the employee shall be assigned to duties and/or position for which he/she has State certification and endorsement. No guarantee of specific assignment will be made prior to the employee's return. If the employee's position is still available, the Employer will assign the employee to their original position prior to their leave.

An employee must be employed a minimum of eighteen (18) consecutive weeks during a regular school in order to be granted a maximum of a year's credit on the salary schedule. (Referenced from Article 14, Letter C, Number 4).

Employees on General Unpaid Leave will be offered contracts for the next school year at the same time contracts are issued to other unit employees. For a school year shall be issued a continuing contract for the next school year at a time when other employees are offered continuing contracts. The contract offer shall be accepted or rejected within the twenty-one (21) days after the offer.

## **ARTICLE 10: WAGES AND SALARIES**

### **A. Schedule**

The salary of each employee covered by the regular salary schedule is set forth as Exhibit I.

### **B. Placement on Salary Schedule**

1. Each employee will be placed on his/her proper step of the salary schedule as of the effective date of this Agreement.
2. Minimum placement on salary schedule shall be Step 2, Lane 1.
3. Credit for experience Credit on the employee salary schedule will be given for each year of previous teaching experience in a duly accredited school upon initial employment with the Waukee Community School District.
4. Hours earned before obtaining teacher certification shall be counted toward initial placement on the salary schedule if the hours were earned in the content area the employee is certified to teach.

### **C. Advancement on Salary Schedule**

1. **Increments.** Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. When moving vertically due to changes in educational attainment, employees may **ONLY** move **ONE** (1) vertical step regardless of the number of years of service or regardless of how long an employee has been at the bottom of a vertical lane (Example: BA+30 Step 16 moves to MA Step 17).

2. **Educational Lanes.** An employee must file an intent to move form with the district secretary by May 1<sup>st</sup> of the current year in order to qualify for a salary reclassification for the following school year. An employee may move horizontally on the salary schedule. Only hours earned after a Bachelor's or Master's degree is obtained, as evidenced by official transcript, will apply toward that horizontal movement. Completed hours to apply toward horizontal movement on the salary schedule will be counted in the following way.

Moving From:	Moving To:
BA	BA+15 – Only hours earned after receiving a BA in Education
BA+15	BA+30 – Only hours earned after receiving a BA in Education A minimum of 15 of the 30 hours must be graduate hours
BA+30	MA— Completed a Masters Degree Program
MA	MA+15, 30 & 45—Only graduate hours earned after receiving a Masters Degree

For returning employee, said transcripts or other evidence of credits acceptable to the Employer are to be filed by September 1st and the annual contract shall be adjusted accordingly. Official transcripts are then to be filed with the Employer within a reasonable time period.

3. **Change in Classification.** The employee will be placed on the salary schedule at the time of hire per Article 14 (B). Only hours earned after initial placement will be counted toward advancement on the salary schedule. In order to qualify for the BA +15 lane, the employee may earn either undergraduate or graduate college hours from an accredited university or college. In order to qualify to move from the BA +15 lane to BA +30 and beyond, the employee must earn graduate hours from an accredited university or college. Hours in specific courses required by the state must be earned at an accredited university or college to apply to the schedule. Staff development courses that do not carry graduate credit will count toward certificate renewal only and not toward advancement on the salary schedule. An employee must have worked a minimum of one (1) year at the bottom of a vertical lane in

order to collect longevity pay. Once longevity is obtained in the Master's lane or beyond, longevity will be retained through the remainder of the schedule at the subsequent lane amount.

4. Credit. An employee must be employed a minimum of eighteen (18) consecutive weeks during a regular school year in order to be granted a maximum of a year's credit on the salary schedule.

#### **D. Employer Contributions to a 403(b)**

For each full-time employee the District shall contribute to a 403(b) annuity of the employee's choice the amount of fifty dollars (\$50.00) per month. For those employees working less than full time, the District shall contribute the portion of the monthly contribution that is in direct proportion to the amount of the time worked as compared to full time.

It is the responsibility of the employee to enroll in one of the 403b plans by June 30th of the current fiscal year or that year's contributions are forfeited for that current fiscal year. If the employee forfeits the 403b plan contribution, they may enroll in the next fiscal year.

#### **E. Methods of Payment**

1. Pay Periods - Each employee will be paid in twelve (12) equal installments on the 25th of each month, the first of which will be made on September 25.
2. Exceptions - For those employees that do not have direct deposit, checks will be available on the 25<sup>th</sup> or the first workday following the 25<sup>th</sup> at the Central Administration Office.
3. New Employees – Employees, who are newly hired in the Waukee Community School District may, at their option, elect to receive up to fifty percent (50%) of the first salary installment after the completion of the second (2nd) teaching week of employment. The balance of the first salary installment shall then be paid on the first regular pay date.
4. Summer Checks - Summer checks, other than for summer school employees, shall be mailed to the address designated by the employee or deposited electronically.

#### **F. Nurse**

A non-degree nurse will be paid seventy-five percent (75%) of the applicable experience step in the BA column. Nurses with a Bachelor's degree or higher will be paid one hundred percent (100%) of said appropriate lane and step.

## **ARTICLE 11: EXTRA DUTY PAY**

Extra Duty pay for the listed duties in Exhibit II is in addition to the regular classroom teaching duties covered in the Salary Schedule. Additional requirements and expectations for these Extra Duty Positions are outlined in the Activities Handbook.

Extended contracts, extra-curricular and/or co-curricular assignments for which an employee receives compensation according to the Extra Duty Schedule shall be on an individually assigned basis by the Superintendent and shall be between the employee performing the service and the Employer. In the event an employee submits a resignation request from an extra-curricular or co-curricular assignment other than an athletic coaching one for which he/she receives compensation according to the Extra Duty Schedule, and said request is not approved by the Employer, said employee is then required to resign in total from their individual teacher's contract if the employee still desires to be released. Such services shall be subject to annual review and evaluation by the Employer.

Should any teacher assigned to a Extra Duty contract become unable to perform the duties of the position and the WUSD determines the need to place an alternate teacher within the position temporarily, the daily rate of pay will

be determined by calculating the total Extra Duty amount and dividing it by the total number of days of the respective season. The calculated rate of pay will then be paid to the substitute/alternate teacher based on actual days worked. The aforementioned calculation for the substitute/alternate teacher does not affect the originally assigned teacher's pay. This temporary substitution will not relieve the original teacher of the Extra Duty contract for the following year unless the teacher resigns the Extra Duty assignment.

## **ARTICLE 12: COMPLIANCE AND DURATION**

### **A. Separability**

1. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

2. Regarding the part of the provision of the Agreement declared illegal or invalid, the parties shall meet and discuss a substitute provision(s) for those parts or provisions rendered or declared illegal or invalid.

### **B. Distribution of Agreement**

1. A digital copy of the new agreement shall be provided by the Employer to the Association within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed and hereinafter employed who are covered by this Agreement. Upon official offer of employment to a prospective employee by the Superintendent, a copy of this Agreement will be provided to said individual. Distribution of this agreement shall be via digital copies in a pdf format.

### **C. Notices**

If either party should desire to modify, amend, or terminate this Agreement, they shall at least thirty (30) days prior to the first teaching contract day give notice to the other party expressing such intention. Whenever notice is required to be given by either parties to the Agreement to the other, either party shall do so at the following designated addresses or at such address as may be designated by a party in written notification to the other party.

1. If by the Association, to the Board President and Superintendent.
2. If by Employer, to the Association President.

### **D. Duration**

This Agreement shall become effective on July 1, 2018 and shall continue in full force and without change until midnight, June 30, 2020 and shall be automatically renewed from year to year thereafter, unless prior to the automatic renewal date, either party gives notice of its desire to modify, amend, or terminate this Agreement as herein provided.

### **E. Signatures**

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Chief Negotiators, and their signatures placed thereon, on May 25, 2018.

Waukee Community School District  
Waukee Education Association  
Letter of Understanding

This letter of understanding between the Waukee Education Association (hereafter called the Association) and the Waukee Community School District (hereafter called the District) outlines items that are pertinent to the contract agreement for the years 2018-19 and 2019-20 (a two-year contract). Both parties mutually agree the items outlined below represent the agreed to terms and are stated in this letter of understanding to be attached to the master agreement. It is the intent of both the Association and the District to agree to the mutual understandings as outlined below.

The duration of the contract is to be two years, covering 2018-2019 and 2019-2020 contract years. The contract becomes effective on July 1, 2018 and shall continue in force and effect without change, except as outlined below, until June 30, 2020. The following conditions apply:

**For the 2018-19 contract year**

1. A 2.717% total package settlement, \$350 will be placed on the base of the salary schedule. TSS money is not included in the 2.717% total settlement package. Settlement includes retaining the current longevity amounts and adding an additional longevity amount of \$300 to the BA+15 and BA+30 and an additional \$650 to the MA, MA+15, MA+30 and MA+45.

**For the 2019-20 contract year**

1. A 2.6% total package settlement. TSS money is not included in the 2.6% total settlement package.
2. If the insurance increase for 2019-20 is plus or minus 3% more/less than 8 % then the agreement may be reopened.
3. If Supplemental State Aid is anything other than 1% then the agreement may be reopened.
4. A solution to the current longevity issue must be resolved by April 30, 2019.

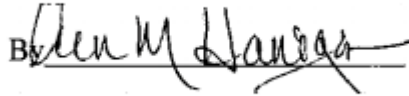
**For both contract years**

1. Supplemental B schedule will stay the same for the 2018-19 and the 2019-20 contract years.
2. Either party may re-open no more than two (2) language articles to the contract by notifying the other party in writing prior to January 7, 2019.

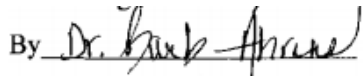
A. Signatures

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Chief Negotiators, and their signatures placed thereon, on the 23<sup>rd</sup> of May, 2018.

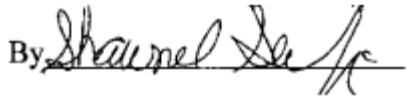
Waukee Education Association

By 

Ann Hanigan-Kotz, President

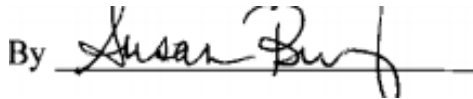
By 

Barb Ahrens Co-Chief Negotiator

By 

Shawnel Seifried Co-Chief Negotiator

Waukee Community School District

By 

Susan Bunz, President, Board of Directors

By 

Cynthia McDonald, Superintendent

By 

Lora Appenzeller-Miller CFO, Board Secretary



# **EXHIBIT I: SALARY SCHEDULE**

## **Base Salary Fiscal Year 2018-19**

TSS: \$5,906

Base: \$40,333

<b>Steps/Lanes</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
<b>Steps 1-9</b>	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100
<b>Steps 10-11</b>	\$1,100	\$1,100	\$1,100	\$1,215	\$1,215	\$1,215	\$1,215
<b>Steps 12-15</b>	\$1,100	\$1,100	NA	NA	NA	NA	NA
<b>Steps 12-16</b>	NA	NA	\$1,215	\$1,215	\$1,215	\$1,215	\$1,215
<b>Steps 17-20</b>	NA	NA	NA	\$1,215	\$1,215	\$1,215	\$1,215
<b>Lane</b>		\$1,100	\$1,100	\$2,500	\$1,500	\$1,500	\$1,500
<b>Longevity</b>	NA	\$500	\$500	\$2,550	\$3,050	\$3,550	\$4,050
<b>Additional Longevity</b>		\$300	\$300	\$650	\$650	\$650	\$650

	<b>[BA]</b>	<b>[BA+15]</b>	<b>[BA+30]</b>	<b>[MA]</b>	<b>[MA+15]</b>	<b>MA+30</b>	<b>MA+45</b>
<b>Step 0</b>	\$40,333	\$41,433	\$42,533	\$45,033	\$46,533	\$48,033	\$49,533
<b>Step 1</b>	\$41,433	\$42,533	\$43,633	\$46,133	\$47,633	\$49,133	\$50,633
<b>Step 2</b>	\$42,533	\$43,633	\$44,733	\$47,233	\$48,733	\$50,233	\$51,733
<b>Step 3</b>	\$43,633	\$44,733	\$45,833	\$48,333	\$49,833	\$51,333	\$52,833
<b>Step 4</b>	\$44,733	\$45,833	\$46,933	\$49,433	\$50,933	\$52,433	\$53,933
<b>Step 5</b>	\$45,833	\$46,933	\$48,033	\$50,533	\$52,033	\$53,533	\$55,033
<b>Step 6</b>	\$46,933	\$48,033	\$49,133	\$51,633	\$53,133	\$54,633	\$56,133
<b>Step 7</b>	\$48,033	\$49,133	\$50,233	\$52,733	\$54,233	\$55,733	\$57,233
<b>Step 8</b>	\$49,133	\$50,233	\$51,333	\$53,833	\$55,333	\$56,833	\$58,333
<b>Step 9</b>	\$50,233	\$51,333	\$52,433	\$54,933	\$56,433	\$57,933	\$59,433
<b>Step 10</b>	\$51,333	\$52,433	\$53,533	\$56,148	\$57,648	\$59,148	\$60,648
<b>Step 11</b>	\$52,433	\$53,533	\$54,633	\$57,363	\$58,863	\$60,363	\$61,863
<b>Step 12</b>	\$53,533	\$54,633	\$55,848	\$58,578	\$60,078	\$61,578	\$63,078
<b>Step 13</b>	\$54,633	\$55,733	\$57,063	\$59,793	\$61,293	\$62,793	\$64,293
<b>Step 14</b>	\$55,733	\$56,833	\$58,278	\$61,008	\$62,508	\$64,008	\$65,508
<b>Step 15</b>		\$57,933	\$59,493	\$62,223	\$63,723	\$65,223	\$66,723

<b>Step 16</b>			\$60,708	\$63,438	\$64,938	\$66,438	\$67,938
<b>Step 17</b>				\$64,653	\$66,153	\$67,653	\$69,153
<b>Step 18</b>				\$65,868	\$67,368	\$68,868	\$70,368
<b>Step 19</b>				\$67,083	\$68,583	\$70,083	\$71,583
<b>Step 20</b>				\$68,298	\$69,798	\$71,298	\$72,798

**Combined Salary Fiscal Year 2018-19**

TSS: \$5,906

Base: \$40,333

	[BA]	[BA+15]	[BA+30]	[MA]	[MA+15]	MA+30	MA+45
<b>Step 0</b>	\$46,239	\$47,339	\$48,439	\$50,939	\$52,439	\$53,939	\$55,439
<b>Step 1</b>	\$47,339	\$48,439	\$49,539	\$52,039	\$53,539	\$55,039	\$56,539
<b>Step 2</b>	\$48,439	\$49,539	\$50,639	\$53,139	\$54,639	\$56,139	\$57,639
<b>Step 3</b>	\$49,539	\$50,639	\$51,739	\$54,239	\$55,739	\$57,239	\$58,739
<b>Step 4</b>	\$50,639	\$51,739	\$52,839	\$55,339	\$56,839	\$58,339	\$59,839
<b>Step 5</b>	\$51,739	\$52,839	\$53,939	\$56,439	\$57,939	\$59,439	\$60,939
<b>Step 6</b>	\$52,839	\$53,939	\$55,039	\$57,539	\$59,039	\$60,539	\$62,039
<b>Step 7</b>	\$53,939	\$55,039	\$56,139	\$58,639	\$60,139	\$61,639	\$63,139
<b>Step 8</b>	\$55,039	\$56,139	\$57,239	\$59,739	\$61,239	\$62,739	\$64,239
<b>Step 9</b>	\$56,139	\$57,239	\$58,339	\$60,839	\$62,339	\$63,839	\$65,339
<b>Step 10</b>	\$57,239	\$58,339	\$59,439	\$62,054	\$63,554	\$65,054	\$66,554
<b>Step 11</b>	\$58,339	\$59,439	\$60,539	\$63,269	\$64,769	\$66,269	\$67,769
<b>Step 12</b>	\$59,439	\$60,539	\$61,754	\$64,484	\$65,984	\$67,484	\$68,984
<b>Step 13</b>	\$60,539	\$61,639	\$62,969	\$65,699	\$67,199	\$68,699	\$70,199
<b>Step 14</b>	\$61,639	\$62,739	\$64,184	\$66,914	\$68,414	\$69,914	\$71,414
<b>Step 15</b>		\$63,839	\$65,399	\$68,129	\$69,629	\$71,129	\$72,629
<b>Step 16</b>			\$66,614	\$69,344	\$70,844	\$72,344	\$73,844
<b>Step 17</b>				\$70,559	\$72,059	\$73,559	\$75,059
<b>Step 18</b>				\$71,774	\$73,274	\$74,774	\$76,274
<b>Step 19</b>				\$72,989	\$74,489	\$75,989	\$77,489
<b>Step 20</b>				\$74,204	\$75,704	\$77,204	\$78,704

## **EXHIBIT II: EXTRA DUTY SALARY SCHEDULE**

Base: \$40,333  
Step 9: \$50,233

Extra Duty	17%	16%	14%	12%	11.50%	11%	10.50%	9.50%	9%
	\$8,540	\$8,037	\$7,033	\$6,028	\$5,777	\$5,526	\$5,274	\$4,772	\$4,521
	8%	8%	7%	6%	5.50%	5%	4.00%	3.00%	3%
	\$4,019	\$3,767	\$3,516	\$3,014	\$2,763	\$2,512	\$2,009	\$1,507	\$1,256
	2%	1%							
	\$1,005	\$502							

## **EXHIBIT III: EXTRA DUTY POSITIONS**

Evaluator	Activity	% of BA Base		Evaluator	Activity	% of BA Base
	<b>Football, Basketball, Wrestling</b>				<b>MUSIC</b>	
AD	HS Head	17		P	HS Band	16
AD	HS Assistant	11		P	HS Assistant Band	11.5
AAD	9th Grade**	9		P	HS Drumline	4
AAD	MS Head	7		P	HS Flag Line	3
AAD	MS Assistant	5.5		P	HS Assistant Color Guard	3
				P	9th Grade Band	8
	<b>Baseball, Softball</b>			P	8th Grade Band*	7
AD	HS Head	16		P	MS Band	7
AD	HS Assistant	10.5		P	Elementary Band	3
AAD	9th Grade	9		P	HS Vocal Music	16
AAD	MS Head	7		P	HS Assistant Vocal Music	11.5
AAD	MS Assistant	5.5		P	9th Grade Vocal Music	8
				P	8th Grade Vocal Music*	7

	<b>Track, Swimming, Soccer, Volleyball</b>			P	MS Vocal Music	7
AD	HS Head	14		P	Elementary Vocal Music	3
AD	HS Assistant	9.5		P	Assistant Show Choir	3
AAD	9th Grade	9		P	HS Musical Technical	5
AAD	MS Head	7		P	MS Musical Technical	2
AAD	MS Assistant	5.5		P	Additional approved IHSMA sanctioned 10-12 ensemble	4
				P	Additional approved IHSMA sanctioned 8-9 ensemble	3
	<b>Tennis, Golf, Cross Country, Bowling</b>			P	Additional approved IHSMA sanctioned 6-7 ensemble	3
AD	HS Head	11				
AD	HS Assistant	7.5			<b>Speech</b>	
AAD	9th Grade	9		P	HS Head- Large Group	7
AAD	MS Head	7		P	HS Head- Individual	7
AAD	MS Assistant	5		P	HS Assistant - Large Group	4
				P	HS Assistant - Individual	4
	<b>Cheerleading</b>			P	9th grade - Large Group	3
AD	HS Head Fall	5.5		P	9th grade - Individual	3
AD	HS Head Winter	5.5				
AD	HS Assistant Fall	3			<b>Drama</b>	
AAD	HS Assistant Winter	3		P	HS Fall Play	6
				P	HS Spring Play	6
	<b>Dance Team</b>			P	HS Assistant	4
AD	HS Head	11		P	8-9 Head	4
AAD	JV	6		P	8-9 Assistant	2
				P	MS Head	4
	<b>Strength &amp; Conditioning</b>			P	MS Assistant	2
AD	Head per season	12		P	HS Musical - Stage	5
AD	Assistant Strength Coach per season	5		P	HS Musical - Music	5
AD	Weight Room Supervisor per season	2.5		P	HS Musical Pit Director	5
				P	Debate	6

			P	HS Mock Trial	6
			P	MS Mock Trial	3
			P	HS Yearbook	8
			P	8-9 Yearbook	5
			P	Prom Sponsor	5
			P	HS Student Council	8
			P	8-9 Student Council	3
			P	MS Ambassador	1
			P	Elementary Student Council	1
			P	National Honor Society	3
			P	Quiz Bowl	
			P	Prom Chaperone	\$125
			AD	Girls Chaperone (Sports)	\$300
			P	Club Sponsors- pre-approved by BOE	\$500
			P	Advisory Facilitators- HS, 8-9, MS (2per building)	\$2,000
				note for 2014-15 MS 1 per grade level	

<b>Evaluated by:</b>				
Principal		P		
Activities Director		AD		
Assistant Activities Director		AAD		
If a supplemental position(s) is/are shared, the supplemental pay will be evenly distributed between the individuals.				
**Coaches hired 2014-15 and beyond				
<b>Additional Pay Rates not included in the above Supplemental Schedule</b>				
HS Timer, Scorekeeper & Announcer		\$35		
MS Timer, Scorekeeper & Announcer		\$25		
Ticket Taker & Seller (per night per shift)		\$30		
Athletic Crowd Supervisor- As				

needed				
HS Events		\$45		
MS Events		\$35		
Saturday School		\$100		
Pay for work outside the contract-hourly rate		\$35		