

GLOBAL Thinking
Limitless Choices



Waterloo SCHOOLS

**AGREEMENT
BETWEEN THE**

**WATERLOO COMMUNITY SCHOOL DISTRICT
BOARD OF DIRECTORS**

AND THE

**WATERLOO
EDUCATION ASSOCIATION
(WEA)**

JULY 1, 2016 THROUGH JUNE 30, 2017

NONDISCRIMINATION

It is the policy of the Waterloo Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy please contact the district Equity/Affirmative Action Officer, Dr. Beverly Smith, Associate Superintendent for Human Resources/Equity, 1516 Washington Street, 319-433-1800, smithb@waterlooschools.org.

TABLE OF CONTENTS

Article I	Grievance Procedure.....	1
Article II	Dues Deduction.....	6
Article III	Wages and Salaries	7
Article IV	Supplemental Pay.....	9
Article V	Insurance	10
Article VI	Sick Leave.....	13
Article VII	Temporary Leaves of Absence	16
Article VIII	Extended Leaves of Absence	20
Article IX	Employee Work Year	24
Article X	Employee Hours.....	25
Article XI	Reduction in Staff	26
Article XII	Safety	31
Article XIII	Evaluation	32
Article XIV	Voluntary Transfers	34
Article XV	Involuntary Transfers.....	39
Schedule A	Teacher Salary Schedule.....	42
Schedule B	Teacher Salary Schedule Index.....	43
Schedule E	Extra Duty Pay Schedule	44
Schedule E-1	Supplemental Pay Schedule.....	48
Schedule F	Grievance Form	49
Schedule G	Authorization for Payroll Deduction for Association Dues.....	51
	Side Agreements	52
	Letters of Agreement	53

ARTICLE I
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is an allegation by an employee, a group of employees, or the WEA that there has been a violation, misinterpretation or misapplication of any provisions of this agreement.

2. Grievant

A grievant is the initiator of the grievance and any party who joins with the initiator at any subsequent level of the procedure set forth below.

Grievants are limited to either an employee, a group of employees, or the WEA, or any combination of the first two with the WEA.

3. Party In Interest

A party in interest is any grievant as defined above, and the District.

4. Designated Representative

A designated representative is any person designated by any party in interest to act for, or in conjunction with any party in interest.

5. School Days

A school day is any day, Monday through Friday, in every week of the year except those days including Saturdays and Sundays which are included in the Thanksgiving break, the winter break, and the spring break as defined in the school calendar for the year in question.

6. Disposition

Any written disposition called for in Level 2 or 3 below shall contain a brief statement of the position of the party signing the disposition.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting parties in interest. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. **Procedure**

1. **Level One – Principal or Immediate Supervisor (Informal)**

Any employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through the WEA's designated representative, with the objective of resolving the matter informally. Said discussion shall be initiated by the employee directly or through the WEA's designated representative within ten (10) school days, or within ten (10) school days after the employee acquired or should have acquired with normal diligence, knowledge of said commission or omission.

2. **Level Two - Principal (Formal)**

If, as a result of the informal discussion with the principal or immediate supervisor at Level One, a grievance still exists, the Grievant may invoke the formal grievance procedure through the WEA on the form set forth in Schedule F. The grievance form shall be available from the WEA representative in each building and said form shall be signed by the Grievant or by the Grievant and a representative of the WEA. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor and if the grievance involves two school buildings, a copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor in each building involved or if the grievance involves more than two school buildings, a copy of said form shall be delivered to the Superintendent, or his/her designee, within ten (10) school days after the date of the informal discussion at Level One. A copy of said form shall also be sent to the WEA.

Within ten (10) school days after the delivery of the formal grievance, as provided above, the appropriate principal or immediate supervisor shall indicate his/her disposition of the grievance, in writing, and deliver a copy thereof to the Grievant and the WEA provided that if the WEA is one of the grievants, the delivery of a copy of the disposition to the WEA only shall suffice.

If the Grievant is not satisfied with the disposition of the grievance, the grievance may be transmitted to Level Three by delivering a copy of the formal grievance and disposition thereto referred to above within five (5) school days after the date of delivery of the disposition.

3. **Level Three - Superintendent**

The superintendent or designee shall meet with the Grievant(s) within five (5) school days after the date of delivery of the grievance and disposition to the Superintendent. The Superintendent and the Grievant, or Grievants as a group, shall each be limited to not more than five (5) designated representatives at the meeting. Within ten (10) school days after the meeting, the Superintendent shall indicate his/her disposition of the

grievance, in writing, and shall deliver a copy thereof to the Grievant and the WEA provided if the WEA is one of the grievants, the delivery of a copy of the disposition to the WEA only shall suffice.

4. Level Four - Arbitration

- a. If the Grievant(s) or the WEA is not satisfied with the disposition of the grievance by the Superintendent, the Grievant and the WEA shall meet to discuss the merits of submitting the grievance to arbitration.
- b. If the WEA determines that the grievance is meritorious, it may submit the grievance to arbitration by delivering a written request therefore to the Superintendent within ten (10) school days after the date of the delivery of the Superintendent's disposition in Level Three.
- c. Within ten (10) school days after the date of delivery of the written request for arbitration to the District, the WEA and the District shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If they are unable to agree to an arbitrator or to obtain such a commitment within the specified period, they agree to jointly submit a request to the Iowa Public Employment Relations Board for a panel of seven (7) arbitrators. Within five (5) school days after receipt of the panel of arbitrators, the WEA and District shall meet and determine by lot which party shall have the right to remove the first name from the list. Immediately thereafter the parties shall alternately strike names from the list until just one name remains, who shall be the arbitrator and the parties shall immediately notify the PERB of their selection.
- d. The arbitrator so selected shall confer with the designated representatives of the District and the WEA and hold hearings promptly. The participants at any hearing shall be limited to not more than five (5) individual employee grievants, five (5) designated representatives of the WEA, and five (5) designated representatives of the District together with such witnesses of the parties in interest as may be required for a proper submission of the grievance. The District and the WEA shall jointly request the arbitrator to issue his/her decision within twenty (20) school days after the date of the close of the hearing, or if oral hearings have been waived, then within twenty (20) days from the date that written briefs and arguments are submitted to him/her by the parties. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in the grievance or as determined by him/her after hearing the evidence.

His/her decision must be based upon his/her interpretation of the meaning or application of the relevant language of the agreement. The decision of the arbitrator shall be submitted to the District and the WEA and shall be final and binding on the parties.

- e. The costs for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses and the cost of the hearing room shall be borne equally by the District and the WEA. Any other expenses incurred shall be paid by the party in interest incurring same.

D. Miscellaneous

1. Group Grievance

If, in the judgment of the WEA, a grievance affects a group or class of employees, the WEA may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three, within the same time limits as set forth in paragraph "C., Procedure 1., Level One" above. The WEA may process such a grievance through all levels of the grievance procedure.

- 2. Nothing in this agreement or specifically in this Article shall be construed to in any way limit or prohibit the right of an individual employee in the bargaining unit to meet with any principal, the superintendent, or other designated representative of the District to adjust individual complaints as authorized by Section 20. 17-1 of the 1977 Code of Iowa, provided such adjustment does not violate the terms of this agreement.
- 3. In the event any Grievant or the WEA does not proceed from one level of the grievance procedure to the next level within the time limits specified, the grievance shall be considered settled on the basis of the last disposition given by the District or its employee or designated representative, unless prevented from doing so by valid and extenuating reasons.
- 4.
 - a. In the event the principal or immediate supervisor does not deliver a written disposition called for at Level Two of this Grievance Procedure within the time limits specified, the Grievant(s) may proceed to the next level in the same manner as if the disposition had been so delivered.
 - b. In the event the Superintendent or his/her designee does not hold a hearing and/or deliver a written disposition called for at Level Three of this Grievance Procedure within the time limits specified, the WEA may proceed to Level Four in the same manner as if the disposition had been so delivered. All costs for the services of an arbitrator in such cases shall be borne by the District.

5. The time limits specified in this Article may be extended by mutual agreement.
6. The number of days indicated in each level shall be considered as a maximum and both parties will make every reasonable effort to expedite the process.

ARTICLE II

DUES DEDUCTION

A. Authorization

The District agrees that on receipt of an individual written authorization from an employee, in the manner set forth in the Code of Iowa and in the form as set forth in Schedule G, the District will deduct from said employee's pay the membership dues of said employee for the Association.

B. Regular Deductions

Pursuant to the deduction authorization, submitted as provided in the preceding section at least fifteen (15) days prior to the regular pay day, the District shall deduct in ten (10) equal installments, beginning in the month of October, the amount of the dues from the regular salary check of the employee. Such authorization shall continue until terminated by the employee as provided in the Code of Iowa. Any dues withholding modification that is authorized by the WEA shall be provided to the District not more than once a year. The modification will be effective with the October payroll following notification.

C. Transmission of Dues

The District shall transmit to the WEA the total monthly deduction for all membership dues so authorized within at least ten (10) school days following the last regular pay period of each month, with the understanding that every reasonable effort will be made to transmit said deductions within five (5) school days following the last regular pay period of each month. At the time the District transmits the first total monthly deduction payment to the WEA after the signing of this agreement, it will also send a complete list of names of employees for whom deductions were made. With each subsequent monthly membership dues remittance, the District will then make notations of additions and deletions from said initial list.

D. Indemnification

The WEA agrees to indemnify and save the District harmless against any and all claims, demands, suits or any other liability which shall arise out of or be based on the District's compliance with the provisions of this Article.

ARTICLE III

WAGES AND SALARIES

A. **Schedule**

The regular salary schedule adopted by the District is set forth in Schedule A.

B. **Placement on Salary Schedule**

1. **Initial Placement**

The initial placement of the employee on the salary schedule is based upon the employee's training and experience.

2. **Credit for Experience**

Credit shall be granted for all outside teaching experience up to a maximum of ten (10) years. At the District's discretion, credit for outside teaching experience from eleven (11) to eighteen (18) years will be allowed up to a maximum of eighteen (18) years. Credit not to exceed two (2) years for military experience shall be given at the initial placement; however, the combination of outside teaching experience and military experience shall not exceed the eighteen (18) year maximum.

3. **Returning to District**

An employee with previous teaching experience in the District shall, upon returning to the District, receive full credit on the salary schedule for all past Waterloo experience. Additional outside teaching experience and military experience may be granted to make up for a combined maximum total of fifteen (15) years.

C. **Advancement on Salary Schedule**

1. **Increments**

Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of satisfactory service. A year of service consists of employment in the Waterloo Community School District for one hundred and five (105) days excluding any leave of absence (except paid sick leave) or one full semester of service, whichever is shorter.

D. Method of Payment

1. Pay Periods

Employees shall be paid on or before the fifteenth (15) of each month. Employees shall receive payment via direct deposit of their paychecks.

2. Exceptions

When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive payment via direct deposit of their paychecks on the last previous working day.

3. Final Pay

An employee upon resignation or retirement shall have the option of receiving all of his/her earned, contracted salary less authorized deductions within thirty (30) days after termination.

4. Workshop Pay

Employees who participate in summer workshops which conclude on or before the first of the month shall receive any workshop payment to which they are entitled on the next regular payday.

E. Extended Work Year and Extended Work Load

1. Extended Work Year

Employees who are working on an extended work year will be compensated for additional days of work on a per diem basis.

2. Extended Work Load

a. Employees will be paid at the approved hourly rate for working extra curricular activities beyond those specified in Article X, Section B. (See Schedule E-1.)

3. Summer School

Employees who teach summer school shall be compensated at the employee's hourly proportional per diem rate.

4. Workshops

Employees who participate in workshops outside the normal workday shall be compensated at the approved hourly rate. (See Schedule E-1, paragraph B-2).

ARTICLE IV

SUPPLEMENTAL PAY

A. Extracurricular Activities

1. **Approved Activities**

The District recognizes the approved extracurricular activities as listed in Schedule E as official school sponsored activities which are covered by the District liability insurance.

2. **Assignment and Rates of Pay**

The pay schedule for the assigned extracurricular activities are set forth in Schedule E and Schedule E-1.

B. Expenses of Traveling Employees

1. The District shall continue to provide auto liability insurance protection for employees when their personal automobiles are used as provided in this Article. Such insurance does not cover deductibles or primary coverage, but serves as excess coverage to vehicle owner's auto liability insurance.

C. Elementary and Intermediate Team Leaders, Department Chairpersons, and Media Center Chairpersons (Senior High) As Assigned By The District

1. See Schedule E-1 for appropriate salary and released time.

ARTICLE V

INSURANCE

A. Types

The District will provide all regular employees whose individual contract is based on eighty (80) percent or more of the daily contract rate with the following insurance benefits. Employees who work fifty (50) to seventy-nine (79) percent of the daily contract rate may purchase the insurance benefits, at his/her expense, designated in Section 1 below except that the District will not contribute to family insurance benefits.

1. Health and Major Medical

Each employee shall be provided at District expense with a comprehensive major medical program at the same level of coverage as the prior contract year or as agreed upon by the District Insurance Committee.

- a. The District will contribute \$50.00 per month beyond single coverage towards family insurance benefits.
- b. Employees who were employed prior to July 1, 1996 shall receive an additional \$100 per month as additional wages if single coverage or as credit toward the cost of the family coverage.

2. Dental

Each employee shall be provided at District expense with a dental insurance program at the same level of coverage as the prior contract year or as agreed upon by the District Insurance Committee. Family dental insurance shall be available for employees to purchase subject to carrier approval.

3. Life

Each employee shall be covered by a term life insurance program paid for by the District which provides a minimum death benefit of \$25,000.00. Such Insurances shall also provide double indemnity for accidental death. The employee at his/her option may, through payroll deduction, subscribe to additional life insurance coverage for amounts no less than \$10,000.00. Additional amounts may be available depending on the carrier.

Employees hired before 8/1/2007 will be allowed to maintain their current levels of voluntary life insurance.

4. **Long-term Disability**

Each employee shall be provided at District expense with long-term disability insurance at the same level of coverage as the prior contract year or as agreed upon by the District Insurance Committee.

B. **Miscellaneous**

1. **Worker's Compensation**

Each employee of the District is covered by worker's compensation if injured on the job. The district agrees to provide employees the option to supplement the difference between the amount worker's compensation pays and the employee's normal salary by reducing the employee's sick leave on a pro-rated basis.

2. **Insurance Coverage**

The above coverages will be in effect on the first day of employment. The District shall forward the employee's name to the insurance companies which provide the various insurance coverages. The District provided insurances are effective while the employee is on payroll.

3. **Description**

The District shall provide each new employee a description of the insurance coverage herein provided as soon as possible, subject to the insurance carriers providing such information to the District.

4. **Extended Coverage**

The district provided insurance coverage will continue beyond sick leave accrual for the remainder of the current contract period. The following employees shall have the option to continue any of the District provided programs in Paragraph A.1. by paying the premium to the District within thirty (30) days of the due date.

- a. Employees on approved leave of absence other than medical.
- b. Employees on approved medical leave of absence which continues after the contract period in which their sick leave expires.
- c. Employees who continue employment beyond the age of sixty-five (65) years, may retain the medical and prescription drug coverage. Such employees are required to file for Medicare. The Medicare expense shall be borne by the employee.

5. **Open Enrollment**

An open enrollment period and specification shall be established by the District after consultation with the WEA and the insurance carrier.

ARTICLE VI

SICK LEAVE

A. Definition

Sick leave is defined as the absence of an employee from the regularly assigned duties as a result of the employee's illness, injury, or disability for which the employee does not lose pay or other benefits.

B. Sick Leave Allotment

Employees of the District who are contracted for from one hundred eighty to two hundred (180-200) days shall be granted sick leave in accordance with the Code of Iowa (with an understanding that this applies to new employees only).

- The first year of employment..... 10 days
- The second year of employment 11 days
- The third year of employment..... 12 days
- The fourth year of employment 13 days
- The fifth year of employment 14 days
- The sixth and subsequent years of employment 15 days

1. An employee may accumulate up to a maximum of fifteen (15) days of unused sick leave per year, up to a maximum total accumulation of one hundred sixty-five (165) days.
2. Sick leave days shall be allotted proportionately for all regular part-time employees and employees who are not contracted for an entire year.
3. Only in the event an employee's employment terminates during a contract year, the number of sick leave days said employee has earned to date of termination shall be computed by use of the accrual rate of 1.5 days per month. If the employee has been paid for more sick leave days during said year than the number of days earned under the computation, after application of available accumulated benefits, the overpayment shall be deducted from the employee's last check.
4. Absences of one and one-half (1 1/2) to three and one-half (3 1/2) hours of contract time will be charged as a half day; and absences over three and one-half (3 1/2) hours of contract time will be charged as a full day.

C. Verification

1. The employee will provide, upon written request from the District, reasonable verification of illness. If the employee is absent because of illness, injury, or disability for a period of five (5) consecutive working days or more, he shall present a physician's statement of approval to return to work.
2. The District has the right to request an independent opinion from a physician of its choice, at District expense.

D. Notification of Accumulation

Accumulated leave days will be available electronically to each employee.

E. Job-Related Injury or Illness (Workers' Compensation)

For absences of an employee from the regularly assigned duties as a result of any service connected illness or injury which renders the employee unable to perform the duties of his/her employment and for which workers' compensation participates, the employee will be provided the option to supplement the difference between the amount worker's compensation pays and the employee's normal salary by reducing the employee's sick leave on a pro-rated basis.

F. Attendance Incentives

Employees that use 2 or fewer days of Sick Leave in the previous year (not including a day donated to the Sick Leave Bank) shall be eligible for the personal day in Article VII A. 1. a. (3) without any charge.

G. Sick Leave Bank

1. Establishment

A Sick Leave Bank will be established for the use of employees who choose to participate. Use of Sick Leave Bank days will commence on the first day after accumulated Sick Leave is exhausted and will continue until the end of the year or until the employee becomes eligible for long term disability insurance. Individual use of Sick Leave Bank days may not exceed 65 work days per school year. The Bank year will be the contract year.

2. Participation

Participation in the Sick Leave Bank will be on a voluntary basis and each participating individual employee's contribution will be made in the form of one (1) day of Sick Leave from his/her current year's allocation. The days contributed to the Bank become the property of the Bank and will not be returned to the employee, except under paragraph 5 below.

3. **Enrollment**

Enrollment will take place during opening workshop but in no case later than September 15 and will entitle the enrolling employee to membership until revoked in writing by the employee.

New hires and employees returning from an approved leave of absence may sign up for participation in the Bank within thirty (30) calendar days of their initial hire/return from leave.

4. **Unused Days in Bank**

Assets of the Bank will accumulate, but the maximum carry over is 300 days. The following year's Bank will consist of the days carried over from the previous year in addition to all contributed days for the year's participation. The Board will provide the Association with a verification of the Bank's total number of days for the current year and of the previous year's usage of Bank days by no later than September 30 of each year.

5. **Use of Leave Bank Days**

Use of Sick Leave Bank days will be on a daily use basis; e.g., each eligible employee will draw each day until the total Bank Leave days have been exhausted. An eligible employee is one who has timely volunteered for participation in the Sick Leave Bank and is absent at least 10 days as a result of the same serious health condition and has exhausted his/her personal Sick Leave without being eligible for long term disability, workers' compensation, and/or social security disability. Use of the Sick Leave Bank shall be limited to those absences where the treating physician verifies the serious health condition. The Sick Leave Bank may not be used for standard pregnancy related absences, but may be used for complications during an employee's pregnancy and/or delivery.

An employee who qualifies for Sick Leave Bank and returns to work may be eligible for additional Bank days later in the year. Additional Bank days may be authorized by the District for an absence related to the original qualifying serious health condition. A statement from the treating physician will be required for additional Bank days. Bank grants will not automatically be carried over from one contract year to another. All Bank grants will end June 30 or the last regular duty day of the contract year, whichever is sooner.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

A. Paid Leave

Employees shall be entitled to the following leaves of absence with full pay for each school year.

1. Business or Personal Leave

- a. Employees may apply for and will be granted temporary leaves of absence, without loss of pay, on the basis set forth below: (The District may limit such leaves to fifteen (15) for any one day.)
 - (1) One (1) day may be used to transact strictly important personal matters of a mandatory nature such as a summons to appear before the Internal Revenue Service, participation in a court proceeding or hearing in which the employee is either a party plaintiff or a party defendant or a directly interested person as an estate beneficiary where presence is required by official court notification, appointment with an attorney to settle a legal matter or an appointment involving a real estate mortgage matter with financial institution. Other important personal business would include the handling of similar matters of an individual for whom the employee has legal responsibility, such as: guardian, a conservator, a trustee, or a foster parent. To qualify under this category, the personal business matter must be of timely importance which cannot be transacted by telephone, after school hours or on weekends and the District may require reasonable substantiation of the matter requested.
 - (2) One (1) day personal leave for no reason given, providing that no more than one such leave for each ten (10) employees in a particular building per day will be granted per day.
 - (3) One (1) day personal leave for no reason given, providing that no more than one such leave for each ten (10) employees in a particular building per day will be granted per day, and further provided that the employee requesting the day shall be charged \$40.00, except that employees who have used 2 or fewer Sick Leave days in the previous year shall not be charged. The District will not require an employee to take the personal leave day under this paragraph (3) before taking the personal leave day under subparagraph (2) above.

- (4) None of said personal business or personal leave days shall be approved on the day before or the day following paid holidays or weekends in which paid holidays fall or on the day before or the day following vacation period as defined in Paragraph A, Article IX, but the District will give consideration to application for leaves of absence on said days in cases of emergency or special events to be granted at the discretion of the District.
- (5) No employee will be permitted to take the two personal leave days provided for in subparagraphs (2) and (3) above immediately before and immediately after a weekend during the final six weeks of the school year.

In the event an employee needs days provided for in subparagraph (2) and (3) above in conjunction with and for the same reasons as the personal business day provided for in subparagraph (1) above, the employee shall state the reasons therefore in the application and the District will grant it subject to substantiation if requested and the other applicable provisions of this article.

It is agreed that an employee cannot combine the days provided for above in such a manner that they get the days provided for in subparagraph (1), (2), and (3) together.

- (6) Applications for any leaves of absence provided for in subparagraphs (1), (2) and (3) above shall be in writing on the form required, stating under which subparagraph the request is made and giving the reasons therefore, and applied for seven (7) calendar days in advance, unless of an emergency nature.
 - (7) The District shall have the right to make the initial evaluation and determination of whether applications for a personal business day under subparagraph (1) above qualify provided that the decision of the District shall be subject to the Grievance Procedure. The District may deny requests for personal leave days under subparagraphs (2) and (3) above only on the grounds that they do not meet the procedural requirements of this Article and any such denial shall be subject to the Grievance Procedure.
 - (8) The District shall promptly either approve or deny each request and if denied, the District shall state the reasons therefore.
- b. Employees may apply for temporary leaves of absence, without pay, giving the reasons therefore. Such leaves of absence will be granted at the discretion of the District.

2. **Jury and Legal**

Employees required to serve on jury duty shall be released from their assignment to so serve. Employees required by law to testify in criminal or civil court or administrative proceedings shall be released from assignment to so testify when the appearance so required is related to the performance of the employee's contract duties or is a non-job related appearance in which the employee is not a defendant or plaintiff. If an employee is released from jury duty more than two (2) hours before the end of their scheduled work day, they are required to return to work. Any fees or remunerations the employee receives during such leave shall be turned over to the District.

3. **Association**

Up to thirty-five (35) days shall be available for representatives of the WEA to attend conferences, conventions, or other activities of the local, state and national affiliated organizations without loss of pay. An additional thirty-five (35) days shall be allotted for representatives of the WEA as necessary with the WEA paying the cost of a substitute. The District may limit such leave to twenty (20) for any one day.

4. **Bereavement**

Employees may apply for personal leave in case of death of a member of the immediate family (spouse, parent or guardian, brother, sister, child, foster child, stepchild, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law and grandparent.) The employee will be granted leave without loss of pay for as many days, not to exceed five (5) as may be necessary and the request will be made in writing and response shall be returned to the employee in writing. An additional five (5) days may be granted in the event of the death of a spouse or child or parent of the employee as may be necessary.

In case of a funeral of any other relative or person of unusually close relationship, the employee will be granted up to one full day with pay. Additional time may be taken upon the approval of the Associate Superintendent, Division of Human Resources Management, minus the cost of a substitute.

5. **Family Illness**

- a. In the case of illness of a member of the immediate family, the employee shall be granted paid leave of absence for a period not to exceed five (5) days as may be necessary.
- b. Verification of the illness by a physician of the employee's choice may be required.

6. Professional Leave

Professional days may be made available to each employee. Applications for such leave shall be made in writing to the building principal at least five (5) days prior to the professional day. All timely requests shall be approved or denied prior to the professional day. Requests submitted fewer than five (5) days prior may be approved by the District.

ARTICLE VIII

EXTENDED LEAVES OF ABSENCE

All requests for leaves under this Article shall be submitted in writing to the Associate Superintendent, Division of Human Resources Management, and will receive a written reply. Insurance benefits may be maintained as provided in Article V, B-4. An employee on extended leave shall retain their existing seniority rights for the duration of the approved leave.

Requests for leaves of absence normally shall be made at least fifteen (15) days in advance of the beginning of such leave.

A written request to return to work must be made to the Associate Superintendent, Division of Human Resources Management, in order to return from the leave.

A. Leave for Health and Family Responsibility

Extended leaves without pay shall be granted upon the first request of the employee who has exhausted all sick leave for the following reasons: personal health or disability. Subsequent leaves may be granted at the discretion of the District. The duration of the leave may be dictated by the District to meet the educational needs of students.

Extended leaves of absence without pay may be granted on request of the employee for dependent care or death and disability of a member of the immediate family.

Such leaves shall commence at the time requested by the employee and may extend to the end of the involved semester or to the end of the school year in which the leave is granted.

An employee may request an extension of such leave for up to one additional year.

An employee may request early termination of the leave in writing to the Associate Superintendent, Division of Human Resource Management, at any time. Approval of such a request will be contingent upon available vacancies.

B. Public Office and/or Association Office

A leave of absence without pay for up to one (1) term of office shall be granted to any employee for the purpose of serving in an elective or appointive local, state, or national office. One extension of equivalent time will be granted if the employee is re-elected or re-appointed to the position. Any employee may be granted up to fifteen (15) working days, without pay, to campaign for his/her own election.

C. Education Improvement

A leave of absence without pay of up to one year may be granted to any employee upon application for the purpose of engaging in study at an accredited college or university reasonably related to the employee's professional responsibilities. An employee may be granted, upon request, an extension of such leave up to one (1) additional year. Employees on such educational leave shall carry a minimum of six (6) graduate hours of credit per semester. This leave will be limited to those employees with more than three (3) years experience.

D. Returning from Leave of Absence

An employee who has been on an extended leave of absence in excess of ninety days will, if he/she has given the thirty (30) days notice of return, have the right to any vacancy available in the curricular or subject area for which said employee is qualified, certified, and endorsed as to grade level, and approved as to subject matter. If there is no such vacancy, then seniority permitting the District will lay off, effective for the following school year, the least senior employee in a position for which the returning employee is certified, endorsed and approved.

E. Termination of Leave

If an employee while on an extended leave of absence, as specified in Section A or C above, becomes employed outside the Waterloo Community School District, the leave of absence will automatically be terminated provided that part-time employment of the employee while on professional leave and carrying a full load shall be excluded.

F. Transition Leave

A leave of absence without pay of up to one (1) year may, in the District's sole discretion, be granted to any employee who, for good cause, needs such a leave of absence. This leave will be limited to employees with more than five (5) years experience in the Waterloo Community School District. Return from such leave will be dependent upon the employee making a written request to return at least thirty (30) days prior to the end of the leave and providing a vacancy exists and does not necessitate laying off an employee. If there is no vacancy, the employee's leave will be extended up to one (1) year or until a vacancy occurs, whichever event occurs sooner. If no vacancy occurs during the second year, then seniority permitting, the District will lay off, effective for the following school year, the least senior employee in a position for which the returning employee is certificated, endorsed and approved. In the event the employee does not report to work within five (5) school days after being notified of any vacancy, as set forth above, the employee will be considered a quit.

G. Family Medical Leave

During each contract year, employees shall be eligible for family medical leave of up to twelve (12) weeks in relation to the birth, adoption or foster care of a child (or

children), and the care of a spouse, child or parent with serious health conditions, and in the event of a serious personal health condition. The leave shall be subject to these provisions:

1. The mandatory provisions of the Family Medical and Extended Leave Act are hereby incorporated into this agreement by this reference. This inclusion shall not adversely impact any other provisions of the Agreement.
2. Employees must give the District written or verbal notice of at least fifteen (15) days prior to the leave when the leave is foreseeable and as soon as is practicable in those situations where fifteen (15) days notice is not possible.
3. All benefits, including insurance, shall be continued in accordance with the collective bargaining agreement during the leave. The employee shall continue to pay for any family or additional coverage in the same manner as if actively working. Following the twelve (12) week entitlement, if a person does not return to work, the District shall require that the employee pay for any insurance that is to continue.
4. The employee shall resume his or her former position or an equivalent position upon return with all rights and benefits retained.
5. The employee shall be entitled to all raises and increments upon return if the employee qualifies under the provisions of Article III, Wages and Salaries.
6. Leave to care for a spouse, child or parent with a serious health condition or in the event the employee is unable to perform the essential functions of his or her job due to a serious health condition may be taken on a partial or intermittent basis or on a reduced leave schedule when such leave is determined by a health care provider to be medically necessary. The District may require a certificate from a health care provider to document that the employee or the employee's spouse, child or parent has a serious health condition. The District may request a second opinion at District's expense from a health care provider designated by the District. If the second opinion differs from the first, the District may require, at its expense, the opinion of a third health care provider designated jointly by the District and the employee, which third opinion will be binding. The District may request recertification every thirty (30) days. Partial, intermittent, or reduced schedule leave for birth, adoption, or foster care may be approved at the discretion of the District.
7. The employee shall be required to confirm his or her intent to return to work at least one week before the family and medical leave ends. The District may require employees to provide a "return to work" slip from the employee's health care provider before returning to work following the end of a leave of absence or disabling condition or illness.

8. Following the family medical leave entitlement, extended leave shall be available according to the provisions of Article VIII, Extended Leave of Absence. All provisions of the extended leave article shall apply to the extended leave.
9. This family and medical leave shall be in addition to and shall in no way reduce or adversely impact any other provisions of the Agreement.
10. The District may require an instructional employee requesting a medically necessary but foreseeable leave on an intermittent or a reduced work schedule basis involving more than 20% of the working days during the period of the leave.
 - a. To take the leave for a period or periods of a particular duration not greater than the duration of the planned medical treatment, or
 - b. To transfer temporarily to an available alternate equivalent position for which the employee is qualified.
11. The District may require an employee requesting family and medical leave to extend the leave until the end of an academic term (semester or trimester, as appropriate) when the following conditions exist:
 - a. Leave for any qualifying purpose begins more than five (5) weeks before the end of the term and the leave will last at least three (3) weeks and end during the last three (3) weeks of the term.
 - b. Leave for a purpose other than the employee's own serious health condition begins during the last five (5) weeks of a term, lasts more than two (2) weeks, and ends during the last two (2) weeks of the term.
 - c. Leave for a purpose other than the employee's own serious health condition begins during the last three (3) weeks of the term and will last more than five (5) working days.

When determining the number of weeks remaining prior to the end of a term for the above examples, scheduled school breaks such as winter or spring break are not counted.

ARTICLE IX

EMPLOYEE WORK YEAR

A. Holidays/Non-paid Days

1. The regular employee's contract will include six (6) paid holidays. Such holidays include Labor Day, Thanksgiving, Christmas, New Year's Day, Martin Luther King Jr. Day, and Memorial Day. To be eligible for holiday pay an employee must not be on a "pay deduct" status the last regularly scheduled work day before or the first regularly scheduled work day after the holiday.
2. Non-paid days during the period of the school year are the Friday directly following Thanksgiving, a minimum of six (6) school days at winter break and five (5) school days at spring break. The Friday before Easter Sunday will be scheduled as a non-paid day if that day does not fall during the spring break.
3. The employee's day shall end fifteen (15) minutes after the close of the pupil's day on the last school day preceding those holidays and non-paid days listed in A. 1. and 2. above providing that all duties have been completed.

B. Snow-Day Makeup

If the snow-makeup days result in the last Professional Development Day being on a Monday, the Professional Development Day will be scheduled for the previous Saturday.

ARTICLE X

EMPLOYEE HOURS

A. Work Week

The normal work week shall be five (5) consecutive work days; Monday through Friday.

B. Work Day

The normal work day will consist of seven and one-half (7 1/2) hours; included in the seven and one-half (7 1/2) hours shall be a duty free lunch period, a minimum of thirty (30) minutes per day.

C. Exceptions

1. At the elementary level, the elementary employees may be required to supervise students during lunch time in case of inclement weather. If an employee is required to supervise during such time, the employee, at his/her option, may take wages or trade time which will be scheduled within a week. The computation of the amount of wages due will be based on the hourly proportional per diem. Employees shall submit claims for all such time to the principal or his/her designee for approval.
2. It shall be understood that in cases of emergency or extreme necessity, the administration shall reserve the right to make additional assignments on a temporary basis to meet the needs contingent upon the emergency conditions.

D. Conference Schedules

The weekly work schedule can be adjusted to accommodate an alternate conference schedule if district administrators and WEA concur. All proposals for an alternate conference schedule shall be reviewed and approved by the WEA Executive Committee and the Superintendent. The total time staff are required to be in attendance will not exceed their regular work hours.

**ARTICLE XI
REDUCTION IN STAFF**

A. Coverage

All employees who work at least fifty percent (50%) or more of the regular schedule of hours are covered.

B. Reduction of Staff

1. When a reduction is deemed necessary by the District, it shall first attempt to accomplish the necessary reduction by normal attrition.
2. If further reduction for said reasons is deemed necessary by the District, it will be accomplished by the following procedures:
 - a. Employees with emergency or temporary certification will be reduced first.
 - b. Employees who work less than fifty percent (50%) of the regular schedule of hours will be reduced next.
3. Further reduction shall be by and within the following grade, curricular or subject areas:

- | | | | |
|-----|--------------------|----|---------------------------------|
| a-1 | K-5 | n. | Media Specialists |
| a-2 | 6-8 | | including Librarians |
| b. | Language Arts | o. | Counselors |
| c. | Social Studies | p. | Elementary Counselors |
| d. | Mathematics | q. | Gifted and Talented |
| e. | Science | r. | Special Education K-5 |
| f. | Foreign Language | s. | Special Education 6-8 |
| g. | Home Economics | t. | Special Education 9-12 |
| h. | Industrial Arts | u. | Air Force Jr. ROTC - Senior |
| i. | Business Education | | Aerospace Science Instructor |
| j. | Art | v. | Air Force Jr. ROTC - |
| k. | Vocal Music | | Aerospace Science Instructor |
| l. | Instrumental Music | w. | Army Jr. ROTC – Senior Army |
| m. | Physical Education | | Instructor |
| | | x. | Army Jr. ROTC – Army Instructor |

Coordinators of cooperative programs will be listed with their teaching certification subject areas. State and Federal program employees will be listed with their teaching certification subject areas.

4. Within each area listed above the employee to be laid off shall commence with the one having the least District seniority and then continuing in that order, subject to the following provisions:
 - a. For employees with not more than four (4) years of seniority, the District shall determine which ones will be laid off after giving consideration to the employee's qualifications and the Affirmative Action Program needs of the District. No employee with more

than four years of seniority will be laid off unless all employees in the same area, as itemized above, with less than four years seniority have been laid off. If it is necessary to lay off employees with four years or more of seniority, the employees to be laid off shall commence with the one having the least District seniority and continue in that order.

- b. Exceptions may be made in the seniority order of reduction provided herein if the more senior employees involved are not officially certificated, endorsed as to grade level and approved as to subject matter, or if the affected employee is needed because of certification, endorsement and approval required to maintain an existing program in which the employee is also participating.

5. **Seniority**

One seniority list shall be maintained for each designated area in B. 3. of this Article for all employees covered by this Article.

Said list shall be provided to WEA semi-annually by November 1, updated to October 1; and March 1, updated to February 1. The seniority list will be compiled with seniority allocated to employees who work at least fifty percent (50%) or more of the regular schedule of hours, but less than one hundred percent (100%) on a prorated basis for the amount of hours which they have worked to the date of computation. (Example: If an employee has been employed by the District for six (6) years and has worked fifty percent (50%) of the regular schedule of hours during all six years, he will be credited with three (3) years of seniority.) A current copy of the seniority list will be furnished to the WEA.

6. **Notification**

Any staff reduction other than by normal attrition shall be effective no later than the close of the school year and employees to be reduced shall receive written notice thereof by April 30 of the school year prior to the reduction.

This section shall not apply to the reduction of employees affected by the discontinuance or reduction of funds of state or federally financed programs, where the discontinuance is by the agency which is financing said programs. If the financing agency continues to furnish all or any part of the funds, the funds will be utilized to retain as many employees as possible, consistent with the circumstances then existing. In such event, employees to be reduced will be given written notice thereof by July 1.

- 7. If an employee who has at least five (5) years of service and who is to be laid off is certified, endorsed, and approved in any other subject or curricular area (as defined in B. 3. above) than the one being laid off, the employee may exercise his/her seniority by displacing a less senior employee in the other subject or curricular areas as follows:

- a. The employee shall be placed in the lowest applicable seniority range as described in paragraph B. 4. above.
- b. The District shall then determine which employee within the lowest seniority range in which there are employees with less seniority will be laid off as provided in said paragraph B. 4. a. above.
- c. The employee who is thus displaced will be laid off and will have no similar replacement rights.
- d. This provision will be available only if there is no employee with less seniority in the affected employee's subject or curricular area.

If the employee in question is certified, endorsed and approved in more than one other subject or curricular area, the employee shall be placed in the area in which the employee with the lowest seniority is located and then replace the lowest senior employee as provided above.

C. Recall from Layoff

1. Employees laid off pursuant to this article shall have for a period of two (2) years from the effective date of the original layoff, the right to be recalled to any position for which they have the necessary certification, endorsement and approval. Also, any employee who is laid off may file a list with the Division of Human Resources Management listing those curricular areas in which he is certified, endorsed, and approved.

Recall rights will be in order of seniority.

2. If the employee is recalled hereunder to an equivalent (in time) position, the employee will have no further recall rights unless the employee is subsequently laid off. If the employee is recalled to a less equivalent (in time) position and an equivalent (in time) position becomes available he shall have the right, seniority permitting, to take the equivalent opening and shall thereafter have no recall rights unless subsequently laid off. Likewise, if he elects not to take the available equivalent job, he will lose any further recall rights.
3. Between the starting date of the school year in the fall and July 15 of the succeeding year, notice of recall shall be given by certified mail addressed to the last known address on file with the District. Failure to respond to said notice within fifteen (15) school days after the date of mailing of said notice shall be construed to mean that said employee has no interest in pursuing said recall.
4. Between July 15 and the start of school in the fall, notice of recall shall be given in the same manner to the employee with a copy of the notice to be

sent to the WEA office and also posted on the bulletin board in the Central Administration Building. Failure to respond to said notice within five (5) school days after the date of mailing of said notice shall be construed to mean that said employee has no interest in pursuing said recall.

5. The District will compile and keep a list of any employees on leave of absence and on layoff showing their recall right and will furnish a copy of the list to the WEA.

D. Benefits

1. Any employee recalled pursuant to the preceding paragraph shall return with all rights and benefits hereunder based on the seniority the employee had at the time of layoff, except that if the employee was engaged in teaching in another district during all of the period of the layoff, he shall be placed on the salary schedule as if he had been continuously employed with the District.
2. Each laid off employee shall have the option of receiving all remaining salary in one payment, not later than July 10, if such payment is requested in writing prior to May 1.

E. Seniority Provisions

1. **Definition**

District-wide seniority shall be computed from the initial date of employment or the date the employee signed the individual contract, whichever is earlier. If two (2) or more employees have the same seniority date, the relative order of seniority among them, for purposes of this agreement, shall be determined by the low, last four (4) digits of the Social Security Number.

2. **Accrual of Seniority**

Seniority will be retained and accrued during all leaves of absence up to and including one year duration. Time spent on leaves of absence over one year shall not accrue seniority. Seniority will also be retained and accrued during all layoffs as long as the employee has recall rights.

3. **Termination of Seniority**

An employee's seniority shall terminate upon the occurrence of one of the following events:

- a. The employee voluntarily resigns.
- b. The employee is discharged for cause, except for reduction in force layoff.

- c. The employee does not report to work within fifteen (15) school days after being recalled from layoff unless the employee gives satisfactory explanation, including but not limited to illness, for not reporting.
- d. The employee is absent from work for three (3) or more school days without notifying the employee's principal or supervisor.
- e. The employee is laid off for twenty-four (24) consecutive months.
- f. The employee does not report to work within five (5) school days after the termination of an extended leave of absence.

ARTICLE XII

SAFETY

A. Protection of Employees and Students

1. Bomb Threats

Each building will have an established procedure to deal with bomb threats.

This procedure shall be made known to the employees prior to the first day of class. No employee shall be required to search for a bomb.

2. First Aid

Each building shall have properly trained personnel on call to give first aid treatment. All employees shall be informed as to who the personnel are and the procedure to go through in calling for their assistance.

3. Tobacco-Free Environment

No use of tobacco or nicotine products that are not FDA approved for tobacco cessation on school property.

ARTICLE XIII

EVALUATION

A. Notification - Assigned Employee

Within three weeks after the beginning of each school term, the building principal or appropriate supervisor shall acquaint each employee under his/her supervision with evaluation procedures, criteria, and instruments and advise each employee as to the designated supervisors who will observe and evaluate his/her performance. The purpose of the orientation procedure is to provide information to the employee(s) relative to the evaluation system. No formal evaluation shall take place until such orientation has been completed.

Every employee new to the Waterloo District will be formally evaluated each year of the probationary period.

All other employees will be formally evaluated every third year of employment.

Prior to September 15th of any school year, the building principal or the employee may request an additional evaluation.

B. Purpose

The purpose of the evaluation is for the improvement of professional performance in compliance with the Code of Iowa.

C. Procedure

1. Employees who are to be formally evaluated will be given a copy of the evaluation instrument during the evaluation orientation.

2. Observation

a. There shall be a minimum of two (2) formal observations. One of the observations will be conducted within five (5) school days of notification thereof and will not include the day of notification.

(1) Formal observation shall be conducted with the knowledge of the employee.

(2) The formal observation above shall average a minimum of thirty (30) minutes.

(3) Under normal circumstances, the employee shall receive a copy of the written, formal observation summary within five school days after the observation. Under unusual situations, this time limit may be extended by the District.

3. A summary conference shall be held prior to March 25th of the year in which the evaluation occurs at which time the principal or his/her designee will review the completed evaluation form with the employee. A copy of the evaluation form will be provided to the employee. The employee's signature indicates the completion of the conference, not necessarily agreement.
4. A copy of the evaluation shall be given to the employee, the principal, and the Associate Superintendent, Division of Human Resources Management.
5. The employee may submit a written response including a designation as to where the evaluation is unfair, unjust, or inaccurate.
6. An employee may submit a written response to an evaluation under the provisions of paragraph C. (5). Except where prohibited by the Code of Iowa, the employee may grieve an overall unsatisfactory evaluation as unjustified.

D. Extra Duty Evaluation

Head coaches will provide information to the athletic director concerning the performance of assistant coaches. The athletic director will be responsible for completing the evaluation of all coaches.

E. Evaluation File

1. The employee shall have the right to respond to all materials contained in the evaluation file and to any materials to be placed in said file in the future. Employee responses shall become a part of the file.
2. All evaluative materials including all reports of evaluations conducted by an employee's supervisor shall be kept in the evaluation file.
3. Each employee shall have the right at any time to review and reproduce the contents of the evaluation file. A representative of the association, at the employee's request, may accompany the employee in this review.
4. The Board or its administrative representatives, including principals, shall make available to employees any files containing evaluative material.

ARTICLE XIV

VOLUNTARY TRANSFERS

A. Definition

The movement of an employee to a different building, grade, level, or curriculum area (as defined in Article XI.B.3.) based upon the requests of the employee shall be considered a voluntary transfer.

Employees who have voluntary transfer requests on file with the Associate Superintendent, Division of Human Resources Management at least forty-five (45) days prior to the recall, which specify the specific building and position only shall be given first consideration before recalls from layoff provided the employee being recalled is qualified for the vacancy created by such a transfer. Transfer requests applicable to this section shall be limited to one (1) per employee per year.

B. Notification and Posting of Vacancies

1. In-School Year

For the purposes of this Article, the in-school work year shall be from the first day of student contact to April 30.

The Associate Superintendent, Division of Human Resources Management, shall display online a list of all vacancies for certified positions which occur that week, excluding vacancies that have occurred after an opening has been created by the initial voluntary transfer. Excluded vacancies will be filled as determined by the District with the understanding that employees interested in such excluded vacancies may apply for, and will be given consideration for the vacancy.

During the period between April 30 and the last student contact day, the WEA office will be notified weekly of all vacancies which the District has determined require replacements.

2. Employees' Last Day of School

The Associate Superintendent, Division of Human Resources Management, shall display online by 12:00 noon all known vacancies not filled by involuntary transfers under Article XV.

3. **Summer Break**

For purposes of this article, summer break shall be the period of time from ten (10) school days after the professional day until the first day students return for the new contract year.

During the summer break, notices will be delivered weekly to the WEA and posted in the lobby of the Waterloo Community School District Administration Building.

C. Filing Requests

1. An employee who desires a voluntary transfer may file a request on the applicable form, available in the Human Resources Management Office (see sample - Schedule H).
2. During the school year, employees may file a request for a voluntary transfer only after the posting of a vacancy as provided in B. 1. and 2. above. Such filing shall be within five (5) school days, including the day of posting.
3. Employees who desire consideration for vacancies posted during the summer break shall file requests as outlined in Section F. of this Article.

D. Filling of Vacancies

1. All employees who apply for posted vacancies shall be given first priority in the filling of such vacancies before new applications are considered.
2. The District will interview up to five (5) qualified applicants of which at least two (2) must be the most senior qualified applicants. Applicant is defined as either a current employee or a new prospective employee. The District will determine the most qualified applicant. The most senior qualified applicant will be selected unless the District can demonstrate that another applicant is more qualified based upon the posted criteria.
3. Employees not granted a voluntary transfer shall, upon written request, be granted an interview as soon as reasonably possible with the Associate Superintendent, Division of Human Resources Management, and a WEA representative, at which time reasons for denial of such transfer shall be given.
4. The District's decision on placement shall be subject to the grievance procedure. The burden of demonstrating the superior qualifications shall be on the District.
5. All applicants and the WEA will be notified of assignment status when the vacancy has been filled.

6. Any vacancy not filled by voluntary transfers shall be filled by the District, from new applicants, subject to the provisions of D. 2. and D. 4. above.
7. Each school year, the District may exempt from the voluntary transfer procedures of this agreement up to ten (10) vacancies for the purpose of meeting the District's Affirmative Action Goals. None of these vacancies will be the result of layoffs or involuntary transfers. These vacancies will be exempt from seniority-based staffing selection. However, involuntary transfers will not be affected by this provision. If qualified, under represented applicants are not available for a position, it will be filled through the regular bidding process.

E. Filling of Vacancies Posted the Employee's Last Day of School (Professional Day)

1. All known vacancies not filled by the last day of school shall be posted for five (5) school days including the date of posting (Professional Day).
2. By no later than the last day of posting, the request for transfer must be on file in the Associate Superintendent, Division of Human Resources Management Office.
3. The request form shall state the employee's choices of vacancies to which the employee desires to be transferred, in order of preference, with a maximum of three (3).
4. The WEA shall receive a complete list of the aforementioned transfer request forms on file in Number 2. above.
5. The District shall fill the vacancies using the procedure and criteria listed in Section D. above.
6. Any vacancies remaining after this ten (10) school day period shall be filled by the District pursuant to the provisions of this agreement during summer break.

F. Filling Vacancies During Summer Break

1. Any employee who desires consideration for vacancies posted during the summer break may file a written request on the applicable form with the Associate Superintendent, Division of Human Resources Management, which specifies
 - a. A transfer to a specific building and grade level.
 - b. Also an employee may request a transfer to any posted position within five (5) days of the posting.

2. All employees who file requests for voluntary transfers for vacancies posted during the summer break will be notified by regular mail which will be sent to the employee's last known address. The employee must report for an interview within seven (7) school days from the date of the mailing.
3. From August 1 through the fifth day of classes, no vacancies will be posted; however, those having requests on file will receive first consideration.

Employees who apply for jobs posted during the summer break must be available for interviews as scheduled by the district. The district will make two attempts to schedule such interview before removing the applicant from the voluntary transfer process. The employee is responsible for providing accurate contact information at the time of application.
4. Requests for transfers must be renewed annually after the first day of September.
5. The District shall fill any such vacancies using the procedure and criteria listed in Section D. above.

G. Assignment

1. Anyone granted a voluntary transfer shall not normally be granted another such transfer for a period of two (2) years from the date of transfer.
2. No position shall be filled other than by temporary assignment until the posting of the opening has been made per this Article. No interviews shall be scheduled for a vacancy prior to the posting under this Article.
3. Voluntary transfer requests must be submitted no later than 5 work days prior to the first student contact day of that building except for professional growth, which includes any move across seniority pools.
4. No more than twenty percent (20%) of any one building's employees, or in a department or team of more than one, no more than fifty percent (50%) of a department or team may be granted a voluntary transfer within one school year.
5. Voluntary transfer will be granted in a timely manner. If after the beginning of a school year there is no suitable replacement available, the transfer will occur no later than the beginning of the following school year. Any interim teacher used in such a situation who is subsequently contracted will receive seniority and salary schedule placement for the period of the interim assignment.

6. New employees hired in the District will not be eligible for a voluntary transfer during the first three (3) years of employment with the exception of part-time employees when a position that would increase their percentage of employment becomes available.

H. Exceptions

In filling the following positions; non-athletic coaches, instrumental, vocal music, speech, drama, debate, Math Counts and journalism, the District will follow the following procedure:

All employees who apply for posted vacancies shall be given first consideration in the filling of such vacancies before new applications are considered for assignment. Primary factors to be given consideration are qualifications, and the employee's seniority. The final determination of the employee assigned to the vacancy shall be at the discretion of the District provided the provisions of this Article are followed.

In filling athletic coach vacancies, the District will use the following procedure:

All employees who apply for posted vacancies shall be given consideration in the filling of such vacancies. The final determination of the employee assigned to the vacancy shall be at the discretion of the District.

I. Plan of Assistance

Employees who are placed on a formal written plan of assistance shall not be eligible for a voluntary transfer until such time as they are removed from the plan of assistance.

ARTICLE XV

INVOLUNTARY TRANSFERS

A. Definition

The movement of an employee to a different assignment, grade level, subject area or building as determined and directed by the District and not based upon the request of an employee shall be considered an involuntary transfer.

B. Priority in Involuntary Transfer

1. **Criteria**

If the District determines, for good and proper cause, that an involuntary transfer is required, consideration will be given to the following factors before the transfer is made: (1) State and Federal laws and applicable rules and regulations; (2) major and minor field of study; (3) seniority; (4) the employee's academic preparation, and (5) the educational needs of the District.

2. A list of open positions in the school district as of April 30 shall be made available to all employees being involuntarily transferred. Such employees may request positions, in order of preference, to which they desire to be transferred. Options shall remain open through the last student contact day. Employees being involuntarily transferred from their present position shall have preference over those seeking voluntary transfer in regard to choice among those positions which are vacant from April 30 through the last student contact day.

3. An employee being involuntarily transferred shall be placed in an equivalent position, i.e., one which, among other things, does not involve reduction in total compensation.

4. Before an employee will be involuntarily transferred from a particular building, due to staff reduction, consideration will be given to volunteers in that building for the transfer. For the purposes of this Article, a volunteer shall be considered as an involuntary transfer.

C. Meeting and Notice

1. Prior to implementing an involuntary transfer, a meeting will be held between the employee and the Associate Superintendent, Division of Human Resources Management, and a representative of the WEA if requested, for the purpose of discussing the transfer. For transfers effective for the next school year, the employee will receive notice with the reasons for the transfer at least twenty four (24) hours in advance of the meeting.

2. If the employee is not satisfied with the reasons given for the involuntary transfer, the employee may appeal the involuntary transfer to the Superintendent by written request filed in the superintendent's office within two (2) school days after the meeting referred to in Paragraph 1 above and the meeting with the Superintendent and designated WEA representative will be held within five (5) school days after said meeting. These time requirements may be modified by mutual agreement of the Superintendent or his/her designee and the WEA. Upon request, written reasons shall be given to the employee and to the Association within two (2) school days from the date of denial.

D. Placement

1. The District will interview the three (3) most senior qualified applicants. The most senior qualified applicant will be selected unless the District can demonstrate that an applicant with less seniority has superior qualifications based upon the posted criteria.
2. Employees who have not exercised the options available by the last day of school will be assigned by the District.
3. Any employee who is not placed in the position indicated in the first, second, or third option preference, shall be provided with written reasons for such denial.
4. If an employee has been involuntarily transferred from a building effective for the next school year and a similar position becomes available at the original building, the employee who was transferred shall have the option of returning. (With a side agreement on the definition of similar.)
5. No employee will be involuntarily assigned outside his/her area of certification.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be assigned by their respective Presidents, and attested to by their respective chief negotiators all on the 21st day of June, 2016.

WATERLOO EDUCATION ASSOCIATION

BOARD OF EDUCATION OF WATERLOO
COMMUNITY SCHOOL DISTRICT

Its President

Its President

Its Chief Negotiator

Its Chief Negotiator

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**SCHEDULE A
WATERLOO TEACHER'S SALARY SCHEDULE
2016-2017**

BA BASE - 33,760.00

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
STEP 03	36460.80	38148.80	39836.80	41524.80	43550.40	45576.00	47264.00
STEP 04	37811.20	39499.20	41187.20	43212.80	45238.40	47264.00	48952.00
STEP 05	39161.60	40849.60	42875.20	44900.80	46926.40	48952.00	50640.00
STEP 06	40512.00	42537.60	44563.20	46588.80	48614.40	50640.00	52328.00
STEP 07	42200.00	44225.60	46251.20	48276.80	50302.40	52328.00	54016.00
STEP 08	43888.00	45913.60	47939.20	49964.80	51990.40	54016.00	55704.00
STEP 09	45576.00	47601.60	49627.20	51652.80	53678.40	55704.00	57392.00
STEP 10	47264.00	49289.60	51315.20	53340.80	55366.40	57392.00	59080.00
STEP 11	48952.00	50977.60	53003.20	55028.80	57054.40	59080.00	60768.00
STEP 12	49964.80	52665.60	54691.20	56716.80	58742.40	60768.00	62456.00
STEP 13	50977.60	54016.00	56379.20	58404.80	60430.40	62456.00	64144.00
STEP 14	51315.20	54353.60	57054.40	59417.60	61443.20	63468.80	65832.00
STEP 15	51990.40	55028.80	57729.60	60092.80	62456.00	64819.20	67520.00
STEP 16	52328.00	55366.40	58067.20	60768.00	63468.80	65832.00	68532.80
STEP 17	52665.60	55704.00	58742.40	61443.20	64481.60	67182.40	69545.60
STEP 18	53003.20	56041.60	59417.60	62118.40	65494.40	68195.20	70896.00
STEP 19	53340.80	56379.20	59755.20	62793.60	66169.60	69208.00	71908.80
STEP 20	53678.40	56716.80	60430.40	63468.80	67182.40	70220.80	72921.60
STEP 21	54016.00	57054.40	61105.60	64144.00	68195.20	71233.60	73934.40
LONGEVITY		18 Yrs. = \$200 21 Yrs. = \$800		19 Yrs. = \$400 22 Yrs. = \$1000		20 Yrs. = \$600 23 Yrs. = \$1400	

Effective starting 2000-01, no incoming employee will be placed on the Salary Schedule at a higher step than an existing Waterloo employee with the same total teaching experience.

SCHEDULE B
2016-2017 TEACHER SALARY SCHEDULE INDEX

	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
STEP 01	1.00	1.05	1.10	1.15	1.20	1.25	1.30
STEP 02	1.04	1.09	1.14	1.19	1.24	1.30	1.35
STEP 03	1.08	1.13	1.18	1.23	1.29	1.35	1.40
STEP 04	1.12	1.17	1.22	1.28	1.34	1.40	1.45
STEP 05	1.16	1.21	1.27	1.33	1.39	1.45	1.50
STEP 06	1.20	1.26	1.32	1.38	1.44	1.50	1.55
STEP 07	1.25	1.31	1.37	1.43	1.49	1.55	1.60
STEP 08	1.30	1.36	1.42	1.48	1.54	1.60	1.65
STEP 09	1.35	1.41	1.47	1.53	1.59	1.65	1.70
STEP 10	1.40	1.46	1.52	1.58	1.64	1.70	1.75
STEP 11	1.45	1.51	1.57	1.63	1.69	1.75	1.80
STEP 12	1.48	1.56	1.62	1.68	1.74	1.80	1.85
STEP 13	1.51	1.60	1.67	1.73	1.79	1.85	1.90
STEP 14	1.52	1.61	1.69	1.76	1.82	1.88	1.95
STEP 15	1.54	1.63	1.71	1.78	1.85	1.92	2.00
STEP 16	1.55	1.64	1.72	1.80	1.88	1.95	2.03
STEP 17	1.56	1.65	1.74	1.82	1.91	1.99	2.06
STEP 18	1.57	1.66	1.76	1.84	1.94	2.02	2.10
STEP 19	1.58	1.67	1.77	1.86	1.96	2.05	2.13
STEP 20	1.59	1.68	1.79	1.88	1.99	2.08	2.16
STEP 21	1.60	1.69	1.81	1.90	2.02	2.11	2.19

SCHEDULE E EXTRA DUTY PAY SCHEDULE

INTERMEDIATE SPEECH, JOURNALISM, DRAMA, DEBATE and MATH COUNTS

Experience Level	0	1	2	3	4	5	6
	.0328	.0383	.0438	.0492	.0547	.0602	.0657

SENIOR HIGH SPEECH, NEWSPAPER, YEARBOOK, DRAMA, AND DEBATE

Experience Level	0	1	2	3
	.1094	.1204	.1313	.1422

ASSISTANT SENIOR HIGH SPEECH, NEWSPAPER, YEARBOOK, DRAMA, AND DEBATE

Experience Level	0	1	2	3
	.0602	.0622	.0642	.0662

(A side letter of agreement establishes the compensation for those employees currently active in the above classifications, which shall be according to the 1981-1982 schedule as long as they remain continuously employed in the same classification.)

ACADEMIC DECATHLON, CTE ACTIVITY PARTICIPANTS, SCIENCE FAIR ADVISORS

EXPERIENCE LEVEL	0	1	2	3
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Where the employee directs Academic Decathlon one period in lieu of supervision

.0602	.0622	.0642	.0662
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Where the employee directs Academic Decathlon entirely outside the student day

.1094	.1204	.1313	.1422
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ROBOTICS

EXPERIENCE LEVEL	0	1	2	3
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Junior Lego League and First Lego League	.0328	.0383	.0438	.0492
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First Tech Challenge and First Robotics Competition	.0602	.0622	.0642	.0662
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MUSIC

This recommendation includes four (4) pay classifications because job differentials necessitate varied compensation. The pay computed by multiplying the factor times the B.A. base.

Class I - Pay Range, .1094 - .1422 High School Band Director	Class III - Pay Range, .0492 - .0657 All Intermediate Music Positions High School Orchestra Assistant Director High School Vocal Assistant Director
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Class II - Pay Range, .0875 - .1204 High School Orchestra Director High School Vocal Director High School Band Assistant/Band Director	Class IV - Pay Range, .0383 Intermediate Assistant Director
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Experience Level	0	1	2	3
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Class I	.1094	.1204	.1313	.1422
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Class II	.0875	.0985	.1094	.1204
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Class III	.0492	.0547	.0602	.0657
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Class IV	.0383
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Director of All City Honor Choir .017

Accompanist of All City Honor Choir .017

ELEMENTARY SAFETY PATROL - .028

In each case, the dollar amount is computed by multiplying the factor times the B.A. base.

SCHEDULE E
EXTRA DUTY PAY SCHEDULE (continued)

SENIOR HIGH SCHOOL ATHLETICS AND INTRAMURAL DUTIES

<u>Experience Level</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Athletic Director	.150	.160	.170	.180	.190	.200	.....
Head Football	.160	.170	.180	.190	.200	.210	.220
Head Basketball	.160	.170	.180	.190	.200	.210	.220
Head Wrestling	.160	.170	.180	.190	.200	.210	.220
Head Track	.104	.114	.124	.134	.144	.154	.....
Head Swimming (Girls)	.104	.114	.124	.134	.144	.154	.....
Head Swimming (Boys)	.104	.114	.124	.134	.144	.154	.....
Head Girls' Softball	.104	.114	.124	.134	.144	.154	.....
Head Baseball	.104	.114	.124	.134	.144	.154	.....
Head Volleyball	.104	.114	.124	.134	.144	.154	.....
Head Tennis	.104	.114	.124	.134	.144	.154	.....
Head Golf	.104	.114	.124	.134	.144	.154	.....
Head Cross Country	.104	.114	.124	.134	.144	.154	.....
Head Soccer	.104	.114	.124	.134	.144	.154	.....
Cheerleaders (entire year)	.104	.114	.124	.134	.144	.154	.....
Dance Team	.104	.114	.124	.134	.144	.154	.....
Fall Weight Training	.104	.114	.124	.134	.144	.154	.....
Winter Weight Training	.104	.114	.124	.134	.144	.154	.....
Spring Weight Training	.104	.114	.124	.134	.144	.154	.....
Summer Weight Training	.104	.114	.124	.134	.144	.154	.....
Bowling	.085	.090	.095	.....	.....	.....	.....

In each case, the dollar amount is computed by multiplying the factor times B.A. base.

SCHEDULE E
EXTRA DUTY PAY SCHEDULE (continued)

SENIOR HIGH ATHLETICS AND INTRAMURAL DUTIES

Assistant Coaches and/or Sophomore Coaches and/or 9th Grade Head Coaches

<u>Experience Level</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Football	.094	.099	.104	.109	.114
Basketball	.094	.099	.104	.109	.114
Wrestling	.094	.099	.104	.109	.114
Track	.068	.074	.081	.094	.100
Baseball	.068	.074	.081	.094	.100
Softball	.068	.074	.081	.094	.100
Swimming	.068	.074	.081	.094	.100
Volleyball	.068	.074	.081	.094	.100
Soccer	.068	.074	.081	.094	.100
Golf	.068	.074	.081	.094	.100
Cross Country	.068	.074	.081	.094	.100
Cheerleader	.068	.074	.081	.094	.100
Bowling	.055	.058	.062	.....	.....

Ninth grade coaches to assist varsity coaches during non-coaching season.

In each case, the dollar amount is computed by multiplying the factor times the B.A. base.

SCHEDULE E
EXTRA DUTY PAY SCHEDULE (continued)

INTERMEDIATE ATHLETICS AND INTRAMURAL DUTIES

<u>Experience Level</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Head Football	.055	.065	.075	.085	.095
Head Basketball	.050	.060	.070	.080	.090
Head Wrestling	.050	.060	.070	.080	.090
Head Track	.050	.060	.070	.080	.090
Head Cross Country	.050	.060	.070	.080	.090
Head Girl's Volleyball	.050	.060	.070	.080	.090
All Assistant Coaches	Same as above less .0055 each step on the schedule				
Intermediate Cheerleaders	.054	.057	.060		

In each case, the dollar amount is computed by multiplying the factor times the B.A. base.

SCHEDULE E-1
SUPPLEMENTAL PAY SCHEDULE

A. Supplemental Pay (Article IV)

Team Leaders (Elementary and Intermediate) - Department Chairpersons (Senior High)
- Media Chairpersons (Senior High).

1. The Team Leader/Department Chairperson shall be selected by the principal with recommendation made by the team/department. Such positions shall not be considered supervisory and shall be considered a voluntary assignment on a one year basis. Team Leaders/Department Chairpersons will be paid the stated Supplemental Pay starting with the first year in which the person serves in that capacity.
2. Duties of Team Leaders/Department Chairpersons shall be stated in writing and made available to the staff.
3. Team Leaders and Department Chairperson shall be compensated at the rate set forth below:

a. Team Leaders: .036 x the B.A. base plus four (4) days released time per year.

b. Senior High Department Chairpersons

The daily supervisory period shall be used for departmental duties including: equipment repair and maintenance, inventory maintenance, curriculum development and coordination, ordering, scheduling and other duties necessary for the operation of the department instead of supervising students. Department Chairpersons shall not be assigned substitute teaching during this period.

6 - 25 Sections - .023 x the B.A. Base

26-35 Sections - .066 x the B.A. Base

36 and Up - .072 x the B.A. Base

c. Senior High Media Chairpersons

1 - 5 Sections - subs to provide two (2) days released time per year.

B. Extended Work Load (Article III)

1. (Article III - E-2-b) - The extra curricular pay rate shall be \$10.00 per hour.
2. (Article III - E-4) - The Workshop pay shall be the hourly proportional per diem.

**SCHEDULE F
GRIEVANCE FORM**

Date Filed _____

Waterloo Community School District

Building

Name of Grievant

Distribution of Form:

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

LEVEL TWO

A. Date alleged violation occurred _____

B. Selection(s) of contract alleged to be violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature of Grievant

Date

DISPOSITION BY PRINCIPAL OR IMMEDIATE SUPERVISOR

LEVEL THREE

A. _____
Signature of Grievant *Date Received by Superintendent*

B. DISPOSITION BY SUPERINTENDENT _____

Signature of Superintendent or Designee *Date*

LEVEL FOUR

A. _____
Signature of Grievant *Signature of Association President*

B. _____
Date Submitted to Arbitrator *Date Received by Arbitrator*

C. DISPOSITION AND AWARD OF ARBITRATOR _____

Signature of Arbitrator *Date*

SCHEDULE G

**AUTHORIZATION FOR PAYROLL DEDUCTION
FOR ASSOCIATION DUES**

I hereby authorize the Waterloo Community School District to deduct from my regular paycheck \$ __ in equal installments over my remaining contract period for payment of association dues to the Waterloo Education Association (WEA). Said deductions shall be remitted monthly to the WEA. In the event my employment is terminated, or I go on unpaid leave of absence, I authorize the District to deduct the dues balance for the current membership year from my final paycheck, provided there is sufficient pay due following the regular authorized deductions.

This authorization is good and continues in force unless canceled in writing and is good for any changes in dues that may be authorized by the WEA.

Employee (signed)

School

Date

SIDE AGREEMENTS

ARTICLE XIV

The parties agree that in Section A. of Article XIV, the meaning of "specific building and position" is as follows:

1. At the K-5 level, both the building and the grade must be specified (e.g. Kittrell - 4th grade)
2. At the Middle and High School level, both the building and curricular area must be specified (e.g. East High - Math or Logan - Language Arts).

ARTICLE XV

The parties agree that in Section D. 4. of Article XV the meaning of "similar position" in the original building is as follows:

1. At the K-5 level, the same grade level or one grade above or below the original grade.
2. At the 6-8 level, any position in the same curricular or subject area.
3. At the 9-12 level, any position in the same curricular or subject area at the same grade level or one grade level above or below the original grade.

June 11, 2003 (Updated May 27, 2008)

Waterloo Education Association
701 West Fifth Street
Waterloo, IA 50702

With respect to Article X.D.1., Employee Hours, the Waterloo Community Schools and the Waterloo Education Association decided to enter into a side agreement to cover the following items:

1. Employees who serve as substitutes during their planning time will be paid \$20.00. Elementary teachers who serve as substitutes during instructional time as a result of combining classes shall be paid \$20.00 per hour for each hour of the assignment. If the class without the regular teachers is assigned into more than one class, the \$20.00 per hour will be divided among the assigned teachers if the combination of classes lasts at least 2 hours during a day. Payment will be retroactive after the 2 hour minimum is reached.
2. Employees who serve as substitutes during their regularly assigned lunch-time will be compensated at their hourly proportional per diem.

June 24, 1995

Waterloo Education Association
701 West Fifth Street
Waterloo, Iowa 50702

Attn: Roger White

Dear Mr. White:

During the recent negotiations between the negotiating teams of the Waterloo Education Association and the Waterloo Community School District, agreement was reached to enter into a side letter covering the following subjects:

1. With respect to Article XIV – “Employee Hours,” paragraph B – “Work Day,” It is not the intention of the District to reduce the average planning time per week for elementary schools from the present level of 200 minutes nor for secondary and intermediate or middle schools below the level for the 1994-1995 school year.