WACO CSD WACO EA 7/1/2006 6/30/2007

WACO CSD/EA 06-07

Master Contract
2006-2007

Between

WACO EDUCATION ASSOCIATION

And

WACO COMMUNITY SCHOOL DISTRICT

WACO MASTER CONTRACT

PREAMBLE

The Board of Directors of the WACO Community School District, hereinafter referred to as the "Board", and the WACO Education Association, hereinafter referred to as the "Association", recognize that the aim of the public schools is to provide a quality education program for children and youth of the School District. The parties further recognize that the attainment of this educational objective is a joint responsibility of the Board, the administrative and supervisory staff, the professional teaching personnel of the district, the parents of students, and the community at large.

Whereas, the Board has agreed to negotiate in good faith with the Association and,

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement, it is agreed as follows:

I. ARTICLE: RECOGNITION

A. UNIT

The Board hereby recognizes the WACO Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified, exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case 532) issued by the PERB on the 12th day of December, 1975.

The unit described in the above certification is as follows:

All full-time and regular part-time classroom teachers, counselors, nurse(s), and certified librarians.

Excluded: Superintendent, principals, non-professional employees.

The Association recognizes the Board as the duly elected representatives of the people and agrees to negotiate only with the Board through the negotiation agent or agents officially designated by the Board to act in its behalf.

No item in this agreement shall be contradictory to The Code of Iowa.

B. DEFINITIONS

1. The term "Board", as used in this Agreement, shall mean the Board of Education of the WACO Community School District or its duly authorized representatives.

2. The term "employee", as used in this Agreement, shall mean all Professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employee Relations Board.

3. The term "Association", as used in this Agreement, shall mean the WACO Education Association or its duly authorized representatives or agents.

II. ARTICLE: PROCEDURE FOR NEGOTIATIONS

A. MUTUAL COMMITMENT TO GOOD FAITH NEGOTIATIONS

Good faith negotiations requires a free and open exchange of views by the parties involved in the negotiations; therefore, both parties agree to meet at reasonable times and places to negotiate in a good faith effort to reach agreement in accordance with Chapter 20 of the Iowa Code. During the course of negotiations, the parties have the privilege to make proposals and

counter- proposals. Articles tentatively agreed to shall be set aside subject to ratification of the Agreement.

B. REQUESTS FOR MEETINGS

The Board and the Association shall meet for the purpose of negotiating and seeking agreement. Requests from the Association for negotiation meetings shall be made in writing to the president of the Board or its designated representative. Requests from the Board shall be made in writing to the president of the Association or the designated representative.

Within five (5) days of the date of the request, a mutually convenient time and place for a meeting shall be established. This meeting shall take place at the earliest possible date following the date of the request. Additional meetings shall be agreed upon by the negotiations representatives as may be necessary to complete an agreement.

When negotiation sessions between both parties are conducted during regular school hours, release time shall be provided for the Association's negotiating committee.

C. NEGOTIATION TEAMS

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, counterproposals and to reach tentative agreement on items being negotiated.

III. ARTICLE: ASSOCIATION RIGHTS

A. USE OF FACILITIES

The Association and its members shall have the right to make use of school buildings and facilities at reasonable times that will in no way interfere with any aspect of the instructional program. The principal of the building shall be notified of the time and place of all meetings.

The Association shall pay for reasonable expense of materials and supplies incidental to such use, and damages to equipment due to negligence.

B. COMMUNICATIONS

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards (one in each building). The Association may

use inter-school mail, electronic communication tools, and employee mailboxes for communications to employees.

IV. ARTICLE: GRIEVANCE PROCEDURE

A. SECTION 1

A grievance shall mean a claim by an employee, a group of employees, or the Association, that there has been an alleged violation, misinterpretation or misapplication of any specific provisions of the Agreement.

B. SECTION 2

a. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

b. The failure of an employee (or, in the event of an appeal to arbitration, the Association), to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

c. It is agreed that any investigation or other handling or procession of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the teaching staff.

d. In the event a grievance is filed at such time that it cannot be processed through all the steps 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 irreparable harm to a party in interest, the times set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 30 days thereafter.

e. Any aggrieved employee may be represented at all stages of the grievance procedure by oneself or at the employee's option by a representative selected or approved by the Association. If a grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

C. SECTION 3

a. First step. An attempt shall be made to resolve any grievance in informal, verbal discussion between the complainant and the principal within ten (10) school days of the date of occurrence of the event giving rise to the grievance or became known to the grievant. If the employee is not satisfied with the discussion, the complainant shall inform the principal that this has been a first step discussion at that time.

b. Second step. If the grievance cannot be resolved informally, the aggrieved employee shall file a written grievance with the principal and the president of the Association, and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) school days from the date of the informal meeting with the principal in step one. The principal shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) school days after receipt of the grievance.

c. Third Step. In the event a grievance has not been satisfactorily resolved to the satisfaction of the grievant at the second step, the aggrieved employee shall file, within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and the Superintendent shall meet to resolve the grievance. The Superintendent shall file an answer, with supporting rationale, within ten (10) school days of the third step grievance meeting and communicate it in writing to the employee and the principal.

d. Fourth step. If the grievance is not resolved to the satisfaction of the grievant at step three, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving employee, to the Superintendent within twenty (20) school days from receipt of the step three answer to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within ten (10) school days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within ten (10) school days, the Public Employment Relations Board will be requested to provide a list of five (5) Arbitrators. The parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right shall do so within five (5) school days, and the other party shall have five (5) additional school days to remove one of the remaining names.

This alternating procedure shall continue until only one name remains. The person whose name remains shall be the Arbitrator.

Expenses for the Arbitrator's services shall be borne equally by the School District and the Association.

The Arbitrator, in a formal opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The Arbitrator's authority shall be binding and limited to deciding

only the issue or issues presented in writing by the School District and the Association, and the decision must be based solely and only upon the interpretation of the meaning or application of the express relevant language of the Agreement.

V. ARTICLE: IMPASSE PROCEDURES

The impasse procedure will follow procedures set forth in section twenty (20), twenty-one (21), and twenty-two (22), Code of Iowa, the Iowa Public Employment Relations Act, and the guidelines and regulations established by the Public Employment Relations Board.

VI. ARTICLE: LEAVES OF ABSENCE

A. ACCUMULATED BENEFITS

All regular full-time employees (working 5 days per week) shall receive fifteen (15) days for sick leave for the first and each succeeding year of employment up to and including one hundred twenty (120) days at the end of any fiscal year (June 30). Experienced employees hired into the district for the first time shall be credited up to thirty (30) days cumulative sick leave, if these days have been accumulated during the employment in a previous school district within the past two years. These thirty (30) days of credit will stand without additional days to be credited until the beginning of the third year in this system. For all regular part-time employees (working less than 5 days per week) leave will be on a pro-rata basis consistent with their hours of employment and with this policy.

B. SICK LEAVE

All regular employees shall be allowed sick leave days deducted when unable to perform the duties of employment due to personal mental or physical illness, injury or disability, or pregnancy (consistent with worker's compensation law). If the district believes an abuse of sick leave may exist, the district may request a doctor's verification. However, a doctor's release will be required when returning from an illness or injury and when the employee's ability to perform job duties is in question.

Each employee shall receive annual notification no later than September 30 as to the amount of sick leave used the previous year and the amount accumulated according to the records for the coming fiscal year.

C. IMMEDIATE FAMILY ILLNESS

A maximum of five (5) days per year shall be allowed and deducted from the employee's sick leave for illness of an employee's parent (or person standing in loco parentis), spouse or

children. In emergency situations resulting in/from hospitalization or extended care, other sick leave days may be used. The Board or Superintendent may require such proof as they deem necessary to approve the absence.

D. BEREAVEMENT

A leave of absence up to five (5) days will be granted upon request to full-time employees and on a pro-rata basis to part-time employees for the death of the following relatives of the employee (non-cumulative and non-deducted from sick leave).

a. Husband or wife
b. Child or step-child
c. Brother, sister, brother-in-law, sister-in-law
d. Father, mother, parent-in-law
e. Grandparent, grandchild
f. Other person standing in loco parentis, providing leave is approved by the Superintendent

E. PERSONAL LEAVE

A full-time employee shall be granted five (5) days and a part-time employee on a pro-rata basis for personal leave each school year (non-cumulative). Personal leave will be calculated in half-day units.

These days may be used as personal leave at the discretion of the employee. Those employees on extended contract may use their employee discretion days within the scope of their extended contract time. (The employee must be at work the last day prior to and the first workday following a vacation or holiday, however exceptions may be granted by the Superintendent of Schools.)

An employee will be allowed early dismissal or late arrival for conducting business of a personal nature, which must be conducted in person and cannot be conducted outside the normal workday. If the amount of time taken from the workday exceeds two hours, it will be subject to the limitations listed above.

F. JURY AND LEGAL

Any employee called for jury duty during school hours or is subpoenaed to appear in any judicial or administrative proceedings during school hours shall be released with pay. However, any remuneration received for such duty shall revert to the district.

G. ASSOCIATION LEAVE

The Association shall have up to four (4) days per year to be used for Association business and activities. An additional three (3) days of leave will be granted for Association business and activities with the substitute to be paid by the Association.

H. PROFESSIONAL LEAVE

The purpose of professional leave is to improve the quality of student learning. Employees who wish to initiate a request for professional leave shall discuss how the proposed leave will meet this goal with the principal prior to submission of the leave request form. Following the employee initiated professional leave, the employee shall submit a written report to the board that explains the purpose for the leave, what was learned, and how the learning will result in improved student learning. Employees will be granted Professional Leave at the discretion of the Principal and/or Superintendent.

I. UNPAID LEAVE

Unpaid leave for licensed employees must be authorized by the Superintendent. The Superintendent shall have discretion to grant or deny the requested unpaid leave. In making this determination, the Superintendent shall consider the effect of the employee's absence on the education program and school district operations, length of service, previous record of absence, the reason for the requested absence and other factors relevant to making this determination.

If unpaid leave is granted, the duration of the leave period shall be coordinated with the scheduling of the education program whenever possible to minimize the disruption of the education program and school district operations.

J. MILITARY LEAVE

Leave of absence shall be granted for any period of active state or federal military service. Continuation of pay and/or benefits, and the right to reemployment after such service, will be provided as required by state and federal law.

K. ADMINISTRATIVE LEAVE

The Superintendent of Schools has the authority to put an employee on administrative leave for conduct that violates Iowa Code. This action will be subject to due process rights granted under federal law.

VII. ARTICLE: EMPLOYEE EVALUATION

A. FORMAL OBSERVATION

1. Probationary Employees. Each probationary employee shall be formally observed by their supervising principal for the purpose of evaluation at least once each semester. This schedule of evaluation shall be in effect during the probation period.

2. Non-Probationary Employees. Each employee no longer on probation shall be formally observed by their supervising principal at least once every three years for the purpose of evaluation. An employee not performing their duties at competency level may be formally evaluated out of cycle if the reasons are given in writing to the employee.

B. NOTIFICATION

The principal shall provide each employee with the evaluation procedure and instruments to be used. No formal evaluations shall take place until such orientation has been given.

Each employee shall receive advanced notification as to the date and time of the formal observation. A recommendation of five (5) school days or less upon mutual agreement is hereby given.

C. OBSERVATIONS-EVALUATIONS

All formal observations of an employee shall be conducted with the full knowledge of the employee for evaluation of professional performance.

1. Pre-evaluation. The supervising principal and the employee shall hold a pre-evaluation conference prior to any formal observation so that objectives, methods, materials, nature of students, and class management system to be observed may be discussed.

2. Formal evaluation. Each formal written evaluation shall be preceded by a classroom observation of at least twenty (20) minutes. Audio and/or video taping of the performance of duties may be conducted with the employee's agreement and shall not replace but may be added to the formal evaluation -observation process.

3. Written evaluation. All evaluations shall be reduced to writing and a copy of each written evaluation shall be given to the employee within ten (10) school days of the observation.

4. Evaluation conference. Following the written evaluation a personal conference shall be held between the supervising principal and the employee within ten (10) school days except in unusual circumstances.

The employee shall receive a copy of the evaluation one (1) day prior to said conference upon request. After discussing the completed evaluation, the employee and the supervising principal shall sign the written evaluation. The employee's signature shall only indicate their awareness of the contents of the evaluation. The employee may respond to the evaluation and submit a written response to their supervising principal within ten (10) school days. The response shall be attached to any file copy of the employee's evaluation and shall be signed and dated by both parties to indicate awareness of the content.

5. Right to grieve evaluation. Any employee who has been evaluated has the right to grieve any evaluation through the grievance procedure set forth in this Agreement.

D. DEFICIENCY IDENTIFICATION AND REMEDIATION

The principal may lend positive assistance to aid the employee in their efforts to improve the quality of their teaching and in their attempts to improve and eliminate difficulties noted in any evaluation. When deficiencies are identified through the formal evaluation process, the supervising principal and the employee shall work together to form a written plan of remediation according to the Assistance Cycle. The plan may include, but not be limited to, specific actions, behaviors to be implemented, expected outcomes, indicators of acceptable performance, and a reasonable time line for implementation and improvement as outlined in the support materials accompanying the evaluation instruments. An initialed copy of the plan shall be retained by the supervising principal and the employee. After following the assistance cycle through its various steps the employee will be either terminated or returned to the three year cycle. A probationary employee may be given an extension according to Iowa Code 279.19.

E. CONTRACTUAL DUTIES-NON CLASSROOM/SUPPLEMENTAL PAY

The employee shall be evaluated informally during the performance of contractual duties as listed in Article XVI (Supplemental Pay). All formal evaluations shall be reduced to writing and a copy given to the employee.

F. EMPLOYEE FILE

1. Contents. Each employee has the right to review and copy all evaluative documents contained in their file. An appointment may be made during business hours with the Superintendent or designee. The file must not leave the office premises. A representative of the Association, at the employee request, may accompany the employee in this review.

2. Complaints. Any written complaints directed toward an employee which are placed in the employee's file are to be promptly called to the employee's attention in writing within five (5) days of being placed in the employee's file.

G. EVALUATION INSTRUMENT

By this reference, the evaluation instruments shall be incorporated into this Agreement.

VIII. ARTICLE: TRANSFERS AND ASSIGNMENTS

A. VOLUNTARY TRANSFERS

Employees who desire a transfer to another position, may file a written statement of such a desire with the Superintendent. Such statement shall include the assignment to which the employee wishes to be transferred and reason(s) for desiring transfers.

In determination of requests for voluntary transfer, the wishes of the employee shall be honored to the extent that the transfer is deemed by the employer to be in the best interest of the school system. If more than one employee applies for the same position resulting in the transfer, the final determination shall be based on the needs of the instructional program with consideration being given to certification, academic preparation, previous experience, and years of experience in the WACO system.

B. INVOLUNTARY TRANSFERS

1. If in the judgment of the employer, it is necessary for the employer to initiate a transfer and there is no suitable volunteer available, the superintendent shall inform the employee, in writing, of the reasons for the transfer within five (5) days of the decision.

2. Employer initiated transfers of an employee shall not be effective until a personal conference has been held between the superintendent, the employee, and an association representative.

C. ASSIGNMENTS

Employees will be notified in writing of their assignments for the following year no later than the last day of school. If there is a change in assignment after that date, the employee shall be notified as soon as practical. It is understood that assignment decisions shall be at the discretion of the administration. If the employee's assignment is changed from the previous year, the employee shall be given the reason for the change in writing.

IX. ARTICLE: SENIORITY

Any voluntary assignment in addition to the normal teaching schedule during the regular school year including Driver Education, Adult Education courses, summer and evening courses, and extra duties as enumerated in the Supplemental Pay Article shall be made with the consent of the employee with preference being given to the most senior employee(s) within the employee's field of teaching as currently employed in the District.

If assignment is made on other than by voluntary methods, criteria to be used by the Administration shall be based on employee's certification, qualification, competency, and past experience in the position. If in the Administration's judgment two or more employees are equal, the assignment shall be given to the employee with the least seniority in the system.

Seniority shall be district-wide and computed from the date the employee signed the initial individual contract. Employees who work more than half time shall receive full seniority. Employees who work half time or less shall receive prorated seniority. If two (2) or more employees have the same seniority date, the relative order of seniority for purposes of this Agreement, shall be determined by drawing lots at the time of hiring.

The Association shall receive a seniority list by September 15th of each year. If a question of correctness is raised by the Association by October 1, the Association representative and the Superintendent shall meet to develop a corrected list. If there are no changes made by October 1, the list shall be considered final.

The parties agree to implement this language as soon as both parties have agreed to it. If the parties proceed to arbitration the language will go into effect upon the receipt of the arbitration decision.

X. ARTICLE: STAFF REDUCTION

A. NOTIFICATION

If there is staff reduction of any certificated employee(s) covered under this Agreement, the District shall so notify the employee(s) to be terminated no later than April 30 of the preceding year for which the reduction is to be effective.

B. DIVISION OF STAFF

1. Criteria or division for selection of staff members to be released will be within classifications as follows:

Classification 1: Elementary employees shall be considered those teaching Pre-Kindergarten through grade 6.

Classification 2: Secondary employees shall be considered those teaching in grades 7 - 12.

Classification 3: Employees of special areas shall be considered those certified K-12 to teach subject areas such as art, physical education, and music.

C. PROCEDURE

The following termination procedure shall be used for staff reduction:

1. Resignations or retirements.

2. Employees on probation will be terminated second based on date of hire.

3. Employees with emergency or temporary certification will be terminated third.

4. Employees on continuing contract in the district will be released as per Code of Iowa within classifications with the following factors being considered equally in the termination.

    a. Academic years of service within the district.
    b. Academic qualification and job requirements in the grade level or subject area for which the staff reduction is to be made.
    c. Teaching experience in the grade level or subject area for which the staff reduction is to be made.
    d. Performance evaluation over the last five (5) years in the district.

D. RECALL

Any employee terminated under this Article shall automatically be considered for recall for one (1) year, and for a second consecutive year if such desire is submitted in writing to the Superintendent of Schools by the end of the first year of recall. Terminated employee(s) shall advise the Superintendent of their current address(es). If any employee fails to notify the Superintendent of a change of address or fails, within ten (10) days of receipt of notice of

considered recall, to advise the Superintendent of the employee's desire and availability to return and work, all recall rights shall terminate.

Employees shall be recalled in reverse order of termination to a position for which the employee is qualified. The date of termination shall be deemed to be the last day of the regular school year of which termination occurred.

An employee who is terminated because of staff reduction, and who is re-employed by the WACO Community School District as per this Article shall be placed on the salary schedule one step advanced from the employee's position on the schedule at the time of departure. This move shall be vertical only, except when increased education warrants horizontal movement. The re-employed employee shall retain the tenure held at the time of termination.

XI. ARTICLE: HEALTH PROVISIONS

A. Each new employee, after an offer of employment is made and before the beginning of service, shall submit certification of fitness to perform the tasks assigned which shall be in the form of a written report of physical examination.

B. The district shall pay the expense of the physical to the clinic designated by the district. Should the employee desire to use their own personal doctor, the form provided by the district must be used; the district will pay only the amount equal to the fee charged by the school designated clinic or the amount of the employee's out of pocket expense not covered by health insurance, whichever is less.

XII. ARTICLE: SAFETY PROVISIONS

Employees shall not be required to work under what is found to be unsafe or hazardous conditions or to perform tasks which are found to endanger their health and/or safety. It is the responsibility of the staff member to call attention of such conditions to the building principal and Superintendent, in writing, who in turn shall cause such unsafe or hazardous conditions to be corrected.

XIII. ARTICLE: SCHOOL CALENDAR

The school calendar shall be for 190 days including 180 teaching days, 3 In-service days, 3 workdays and 4 paid holidays (Labor Day, Thanksgiving, Christmas, and New Year's).

All employees in the bargaining unit shall receive the following unpaid vacation periods in addition to the aforementioned paid holidays:

a. Thanksgiving -- one (1) day vacation
b. Christmas Vacation -- six to eight (6-8) days
c. Spring Vacation -- four to six (4-6) days.

If it becomes necessary to close school for inclement weather or other unforeseen emergency situations, the first three days missed shall be made up during spring vacation, but will not include Good Friday. The remainder shall be made up as the Administration and the Board of Education deems feasible. The W.E.A. may submit suggestions for the making up of these missed days.

The three (3) In-service days will be at the discretion of the Administration. A fourth day may be added given legislative appropriation. The three (3) workdays will be as follows: one (1) day prior to the first day of school, one (1) day between semesters and one (1) day after the last day of school (this day will be satisfied when all end of the year obligations have been met and approved by the building Administrator). Voluntary professional development opportunities may be scheduled during work days. Should any of these days be canceled, the makeup day will be designated by the Superintendent.

XIV. ARTICLE: WAGES AND SALARIES

A. PLACEMENT ON SALARY SCHEDULE

1. Adjustments to salary schedule. Each employee shall be placed on the proper step of the salary schedule as of the effective date of this Agreement and in accordance with paragraph (2) below. Any employee hired prior to the beginning of the second semester of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. Credit for experience. Credit up to the thirteenth (13th) step of any salary level on the Employee Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment if the experience was within the last thirteen (13) years. Newly hired teachers coming in with experience from non-accredited institutions shall participate in the mentoring program regardless of licensure status. New employees will be placed on the salary schedule in relation to current employees with comparable experience. An employee who is re-employed by the WACO Community School District shall be placed on the salary schedule one step advanced from the employee's position on the schedule at the time of departure.

B. 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 service until the maximum for their educational classification is reached. A year of service consists of employment in the WACO Community School District for ninety (90) consecutive teaching days or more in one school year.

2. Educational advancement. Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, the employee shall file suitable evidence of additional educational credit with the Superintendent no later than September 10th and pay adjustments shall be retroactive to the beginning of the same year. Such college credit must be in the subject area of the employee's assignment or in an approved graduate program in the subject area of the employee's assignment, and shall be subject to review and recommendation by the Salary Review Committee. This shall become effective July 1, 1978, and shall not be retroactive. Only credit approved by the Salary Review Committee shall count towards educational advancement on the salary schedule.

3. Career increments. An employee who reaches the highest incremental step (maximum salary on the employee's training lane) shall receive an annual longevity payment of six hundred dollars ($600) which shall begin with the second year on the highest incremental step.

Once employed in the WACO Community Schools, the changing of classroom teaching assignments shall not result in the lowering of pay status on the Salary Schedule.

C. METHOD OF PAYMENT

1. Pay period. Each employee shall be paid in twenty-four (24) equal installments on the 10th and 25th of each month. Employees shall receive their checks at their regular building and on regular school days or by electronic deposit.

2. Exceptions. When a pay date falls on or during a school holiday, in-school vacation, or weekend, employees shall receive their pay checks on the last previous working day.

3. Last pay period. Each terminating employee (voluntary or involuntary) may have the option of receiving all or any part of their earned contracted salary on the last pay period after the in-school work year. All other employees desiring the same privilege must notify the Board by September 1 of the contract year.

4. Summer checks. Summer checks, other than for a summer school employee, shall be mailed to the address designated by the employee.

XV. ARTICLE: SUPPLEMENTAL PAY

Under certain circumstances the Board finds it necessary to compensate employees for extra curricular assignments involving time or responsibilities beyond the regular working day. The following rates are considered to be a guide calculated on the basis of experience in sponsoring that activity transferred to Schedule B. See Schedule B.

Sports, Coaching

1. Athletic Director.....18.0%
2. Head Football.....13.0%
3. Head Basketball.....13.0%
4. Head Wrestling.....13.0%
5. Head Baseball.....13.0%
6. Head Softball.....13.0%
7. Head Volleyball.....13.0%
8. Head Track.....11.0%
9. *Head Asst. Var. Football.....11.0%
10. *Asst. Var. Football, Head J.V.....11.0%
11. *Asst. Var. Basketball, Head J.V.....11.0%
12. *Asst. Var. Wrestling, Head J.H.....10.0%
13. Asst. Var. Wrestling..... 8.0%
14. *Asst. Var. Football.....10.0%
15. *Asst. Var. Baseball.....10.0%
16. *Asst. Var. Softball.....10.0%
17. Asst. Var. Track (Boys and Girls)..... 8.0%
18. Head Golf...Boys..... 8.0%
    Girls.....8.0%
    Combined.....12.0%
19. *Asst. Var. Volleyball..... 11.0%
20. Fresh-Soph Volleyball 8.0%
21. *Head J.H. Football..... 8.0%
22. *Head J.H. Boys and Girls Track..... 8.0%
23. Junior High Wrestling..... 7.0%
24. *Assistant Cross Country..... 7.0%
25. *J.H. Basketball..... 7.0%
26. *J.H. Volleyball..... 7.0%
27. *J.H. Baseball..... 7.0%
28. *J.H. Softball..... 7.0%
29. Weight Room Supervisor..... 7.0%
30. *Asst. J.H. Football..... 6.0%
31. *Asst. J.H. Track..... 5.0%
32. *Asst. J.H. Basketball..... 5.0%

33. *Asst. J.H. Volleyball..... 5.0%

*Two years experience at this level will equal one year varsity Head Coach experience.

Other

34. Instrumental Music.....13.0%
35. Vocal Music.....13.0%
36. Annual and Newspaper.....10.0%
37. Direct III Act Play, each (incldg. musical)..... 8.0%
38. Cheerleader and Pep Sponsor.....10.0%
39. Wrestling Cheerleader Sponsor 3.0%
40. Drill Team Sponsor 8.0%
41. Strings.....4.0%
42. Elem. Band and Vocal.....4.0%
43. Individual Speech..... 5.0%
44. Large Group Speech..... 5.0%
45. Competitive Speech Contest, Combined.....10.0%
46. Student Council Sponsor – Senior High.....3.0%
47. Student Council Sponsor – Junior High 3.0%
48. Jr. Class Sponsor.....3.0%
49. Elementary Evening of the Arts..... 2.0%
50. Camera Club.....1.0%
51. Science Club.....1.0%
52. Basketball Scorekeeper..... 3.0%
53. Volleyball Scorekeeper..... 3.0%
54. A-Team Permanent Member (3 positions).....3.0% each
55. Driver Education, Summer Course (per student).....$155
56. Driver Education, (during school year) ..... $20.00 per hour

Extra Duty assignments shall be defined as those assignments outside the normal teaching responsibilities. P-T Conference, Open House and activities of this nature will not be considered extra duty. Each employee may perform extra duty assignments. An employee will be paid $15 per assignment.

Coaches who drive a school bus to competitive athletic events will be paid $8.00 plus 18 cents per mile up to a maximum of $50 for any one event. Payment will be made for driving to competitive events only. In this way they will receive compensation for driving in addition to the time they are on duty as coaches.

Beginning July 1, 1996, there will be a bonus of $50 for coaches who get their CDL at our request. This bonus will be paid following six months of service (anniversary date of hire).

XVI. ARTICLE: INSURANCE

A. The Board shall provide single-rate Health-Major Medical Insurance (equivalent to the plan provided in 2004-2005 except limitations on infertility and mental and nervous disorders as negotiated) and will accept present participants without further medical restrictions, for each full-time employee and pro-rata for each part-time employee eligible for coverage under the plan who elects to participate.

B. The Board shall provide single-rate Outpatient Diagnostic X-ray and Laboratory Insurance for each full-time employee and pro-rata for each part-time employee for coverage under the plan and elects to participate as per "A" above.

C. The Board shall provide single-rate Dental Insurance (having coverage equivalent to or better than Principal Dental Insurance) and will accept present participants for each full-time employee and pro-rata for each part-time employee eligible for coverage under the plan who elects to participate.

D. Each employee shall have the opportunity to participate in a Flexible Benefit Program as defined by the Internal Revenue Code Section 125.
The district will pay the enrollment fee for the 125 plan. The employee will pay the monthly management fee for the 125 plan.

E. If, in Sections A, B, and C, any change in carrier is contemplated by the Board, the Association shall be provided a copy of the proposed plan or policy in its entirety, not less than 60 days before any proposed change. If any differences in the plan or policy, including, but not limited to coverage, benefits, administration, or confidentiality, are found, then no change shall be made without the written consent of the Association. Any disputes over the existence of differences shall be resolved through the grievance process, beginning at the fourth step, within fifteen (15) school days after receipt of the proposed plan or policy.

F. The Board shall select and provide $15,000.00 Term Life Insurance Policy for each full-time employee.

G. The Board shall select and provide Long-Term Disability Insurance coverage to each employee if eligible under the plan.

H. Each employee shall be covered by Worker's Compensation which shall act independently of sick leave benefits as is consistent with the law.

I. All employees shall be covered by a school financed liability insurance covering job-related performance of duty.

XVII. ARTICLE: DUES DEDUCTION

A. LIABILITY

The Association agrees to indemnify and hold harmless the Board, each individual member, all administrators and secretaries against any and all claims, costs, suits, or all other forms of liability and all costs (excluding payroll accounting costs) arising out of the application of the provisions in this Agreement between the parties for dues deductions.

B. AUTHORIZATION

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional membership dues in W.E.A., I.S.E.A., and N.E.A., only on a form provided by the Association. This deduction service shall continue as per Section F. This deduction service shall not be used for the collection of initiation fees, special assessment, book dues, fines, or similar items. The assignment for payroll shall be made to the Board or Board Secretary by the 10th of the first month in which the deduction is to be made. No authorization shall be accepted after December 10th. Authorization must be made on form Schedule C.

C. REGULAR DEDUCTION

Pursuant to the deduction assignment authorization, the Board shall deduct in equal installments the total professional membership dues (as noted in Item B) from the regular salary pay check of the employee each month, beginning in October and ending in July of each year.

It shall be the responsibility of the Association to inform its members of the dues deduction system in use.

D. TERMINATION

Any employee who terminates prior to June shall provide verification to the Board from the Association that dues obligations are settled.

E. TRANSMISSION OF DUES

The Board shall transmit to the Association, as soon as possible, the total monthly dues deduction.

F. DURATION

Such authorization to deduct shall continue in effect from year to year unless revoked by thirty (30) days written notice to the Board and to the Association. A list containing the names of those members on continuing dues deduction will be supplied by the Association.

XVIII. ARTICLE: EMPLOYEE HOURS AND LOAD

A. WORK DAY

1. All employees are to report to their assigned buildings no less than one-half hour before the start of the school day classes and are not to leave their assigned building until one-half hour beyond the close of school for that day or at the completion of all responsibilities.

   On Fridays or on the day preceding holidays or vacations the employee's day shall end at the close of the pupil day if all responsibilities have been fulfilled.

   These provisions do not apply in such cases as building principal-employee meetings, in-service meetings, parent-teacher conferences, ticket selling, activity sponsoring, chaperoning, etc. that extend beyond the school day.

2. There shall be an early dismissal on school days immediately preceding holidays or vacations designated on the adopted school calendar.

   This provision does not apply to Labor Day or Memorial Day.

3. Employees shall not obligate themselves in any way to perform services, with or without compensation, for anyone other than the school district between the hours required to be on duty as in (1) above.

4. Employees who habitually violate the minimum time requirements shall be warned that failure to be on duty constitutes grounds for dismissal.

B. LUNCH PERIODS

1. Every effort shall be made to provide classroom employees a daily, uninterrupted duty-free lunch period of at least 20 minutes. Parent-teacher conferences will not be scheduled during an employee's lunch period.

2. Employees may leave the building without requesting permission during their scheduled duty-free lunch periods by notifying the building principal's office of the intended absence, and with permission during their preparation time.

C. PREPARATION TIME

Classroom employees shall, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duties as follows:

Elementary School	30-40 minutes a day per employee
Secondary School	One (1) period a day per employee

When an employee must use preparation time to cover another class because no substitute was available for a half day or full day situation, the employee filling in shall be compensated for the loss of their preparation time at the rate of one-eighth (1/8) of the substitute's pay per class period.

XIX. ARTICLE: SALARY SCHEDULE

The Salary Schedule shall be interpreted to be an ever-changing instrument and shall be subject to the provisions of collective bargaining by the Board and W.E.A. Negotiating Committee.

The Salary Schedule shall be as shown in Schedule A with a base of $23,270.

Supplemental Schedule B base salary shall be $21,000.

All regular employee contracts will call for the days designated in the adopted school calendar which shall become a part of the contract. All contracts shall be on a 12-month pay basis.

Salary will be reopened if additional foundation funds become available. Should these funds become available a proportionate amount of the new monies will be added to the Salary Schedule A.

XX. ARTICLE: SALARY REVIEW COMMITTEE

A. General Provisions

1. All educational plans shall be filed in writing to the Salary Review Committee which will meet in September of each year. Only graduate hours for which the employee desires credit to apply to the salary schedule shall be received by this committee.

2. Contracts will be adjusted to give the employee credit for graduate hours earned as recommended to the Board by the Salary Review Committee. No changes will be made without record action of this committee. Any recommendations of the Salary Review Committee are to be presented to the Board at its September meeting.

3. Any request to the committee shall be submitted via the respective principals of the district or the building representative.

4. The committee shall establish its own reasonable rules to govern its conduct, and shall name a chair from its own membership.

5. Membership of the committee is specified as follows:

    a. The Superintendent of Schools will be a permanent member.
    b. The President of the W.E.A. shall be a member.
    c. The School Board shall always be represented by one member.
    d. One principal selected by the administration shall be a member.
    e. One employee from the High School building.
    f. One employee from the Elementary staff.

    The employees shall appoint members under (e), (f).

XXI. ARTICLE: COMPLIANCE AND DURATION

A. COMPLIANCE BETWEEN INDIVIDUAL CONTRACTS AND COMPREHENSIVE AGREEMENT

Any individual contract between the Board and individual employee shall be subject to and consistent with terms and conditions of this Agreement.

B. SEPARABILITY AND SAVINGS CLAUSE

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect.

C. PRINTING AGREEMENT

Copies of this Agreement shall be printed in sufficient quantity that the Association may distribute one copy to each employee now employed and hereinafter employed, and covered within this Agreement. An additional twenty-five (25) copies will be provided the Association. The format and printer shall be chosen by mutual agreement. The expense for such printing shall be equally divided between the two parties.

D. NOTIFICATION

A list of newly employed certified employees and addresses shall be mailed to a designated Association member prior to start of school each year.

E. NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement, either party shall be so notified in writing to the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to Board at: Superintendent, Box 158, Wayland, Iowa 52654.

2. If by Board, to Association's current President at a designated address.

F. DURATION PERIOD

This agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2007.

G. SIGNATURES

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their chief negotiators, and their signatures placed thereon, all on the 24th day of April, 2006.

WACO Education Association Association	WACO Board of Education Board of Education
By _____ President	_____ President
By _____ Chief Negotiator	_____ Chief Negotiator

LETTER OF UNDERSTANDING

The WACO Education Association and the WACO Board of Education agree to the following understanding concerning Article VI. Leaves of Absences, Section E. Personal Leave which states, "An employee will be allowed early dismissal or late arrival for conducting business of a personal nature, which must be conducted in person and cannot be conducted outside the normal workday. If the amount of time taken from the workday exceeds two hours, it will be subject to the limitations listed above." The understanding is that the administration reserves the right to discuss and discipline staff abusing this benefit.

Association

By: _____
President

By: _____
Chief Negotiator

Board of Education

By: _____
President

By: _____
Chief Negotiator

LETTER OF UNDERSTANDING

The WACO Education Association and the WACO Board of Education agree to the following understanding concerning Article XIV: Wages and Salaries Sections A: Placement on Salary Schedule (1) Adjustments to salary schedule and D: Distribution of Phase III Funds as defined by the 2003-2004 Master Contract. Any reference to the distribution of Phase I, II and III Funds shall be removed. However, if the State of Iowa reinstates Phase III Funds the language will be reinserted as current language reflecting the proper date(s).

Association	Board of Education
By: _____ President	By: _____ President
By: _____ Chief Negotiator	By: _____ Chief Negotiator

LETTER OF UNDERSTANDING

The WACO Education Association and the WACO Board of Education agree to the following understanding concerning Article XV: Supplemental Pay: in the event that a varsity coach performs junior varsity coaching duties (due to the circumstances that a junior varsity coach was not available) payment for those duties will be determined by individual circumstances. The determination will be reached through agreement between the superintendent, the junior or senior high activities director, head coach and association representative.

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By: _____ Chief Negotiator	By: _____ Chief Negotiator

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WACO COMMUNITY SCHOOL DISTRICT

SCHEDULE A -- 2006-2007

		BA BASE	2006-2007			LONGEVITY
		$ 23,270				$ 600.00
	N	A	B	C	D	E
		BA	BA + 12	BA + 24	MA	MA + 20
STEP	0.9	1.00	1.05	1.10	1.15	1.20
1	0.9	1.00	1.05	1.10	1.15	1.20
	$ 20,943	$ 23,270	$ 24,434	$ 25,597	$ 26,761	$ 27,924
2	0.94	1.04	1.09	1.14	1.19	1.24
	$ 21,874	$ 24,201	$ 25,364	$ 26,528	$ 27,691	$ 28,855
3	0.98	1.08	1.13	1.18	1.23	1.28
	$ 22,805	$ 25,132	$ 26,295	$ 27,459	$ 28,622	$ 29,786
4	1.02	1.12	1.17	1.22	1.27	1.32
	$ 23,735	$ 26,062	$ 27,226	$ 28,389	$ 29,553	$ 30,716
5	1.06	1.16	1.21	1.26	1.31	1.36
	$ 24,666	$ 26,993	$ 28,157	$ 29,320	$ 30,484	$ 31,647
6	1.10	1.20	1.25	1.30	1.35	1.40
	$ 25,597	$ 27,924	$ 29,088	$ 30,251	$ 31,415	$ 32,578
7	1.14	1.24	1.29	1.34	1.39	1.44
	$ 26,528	$ 28,855	$ 30,018	$ 31,182	$ 32,345	$ 33,509
8	1.18	1.28	1.33	1.38	1.43	1.48
	$ 27,459	$ 29,786	$ 30,949	$ 32,113	$ 33,276	$ 34,440
9	1.22	1.32	1.37	1.42	1.47	1.52
	$ 28,389	$ 30,716	$ 31,880	$ 33,043	$ 34,207	$ 35,370
10	1.26	1.36	1.41	1.46	1.51	1.56
	$ 29,320	$ 31,647	$ 32,811	$ 33,974	$ 35,138	$ 36,301
11	1.30	1.40	1.45	1.50	1.55	1.60
	$ 30,251	$ 32,578	$ 33,742	$ 34,905	$ 36,069	$ 37,232
12	1.34	1.44	1.49	1.54	1.59	1.64
	$ 31,182	$ 33,509	$ 34,672	$ 35,836	$ 36,999	$ 38,163
13	1.38	1.48	1.53	1.58	1.63	1.68
	$ 32,113	$ 34,440	$ 35,603	$ 36,767	$ 37,930	$ 39,094
14	1.42	1.52	1.57	1.62	1.67	1.72
	$ 33,043	$ 35,370	$ 36,534	$ 37,697	$ 38,861	$ 40,024
15			1.61	1.66	1.71	1.76
			$ 37,465	$ 38,628	$ 39,792	$ 40,955
16				1.70	1.75	1.80
				$ 39,559	$ 40,723	$ 41,886
17					1.79	1.84
					$ 41,653	$ 42,817
18						1.88
						$ 43,748

SCHEDULE B	
2006-2007	
BASE	$21,000
EXPERIENCE STEP	SALARY
1	1.00
	$21,000
2	1.04
	$21,840
3	1.08
	$22,680
4	1.12
	$23,520
5	1.16
	$24,360
6	1.20
	$25,200
7	1.24
	$26,040
8	1.28
	$26,880
9	1.32
	$27,720
10	1.36
	$28,560
11	1.40
	$29,400
12	1.44
	$30,240

SCHEDULE C DUES DEDUCTION AUTHORIZATION FORM

For employer use only
Do not fill out.

_____
Employee Number

_____
Date Started Amount

CHANGES

Date Amount

_____

_____

_____

_____

Authorization for Payroll Deduction
for WACO Education Association Dues

_____
First Name Initial Last Name

I hereby request and authorize
the Board of Education of

WACO COMMUNITY SCHOOL

as my remitting agent to deduct from my earnings each month until this authorization is changed or revoked as provided herein a sufficient amount to provide for the monthly payment of the prevailing rate of membership dues as follows:

ISEA_____

NEA_____

LOCAL/ WEA_____

for a total of_____
which is the amount to be remitted each month for me and on my behalf to the treasurer of:

WACO Education Association
(Affiliate of the UniServ Unit, ISEA,NEA)

SCHEDULE D

GRIEVANCE REPORT #_____

_____
Date Filed

_____School District

_____Building

_____
Name of Aggrieved Person

DISTRIBUTION OF FORM

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

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract of Policy Violated_____

C. Statement of Grievance _____

_____

_____

_____

_____

D. Relief Sought_____

_____

_____

_____ _____
Signature of Employee Date

E. Disposition by Principal or Immediate Supervisor

_____

_____

_____

_____

_____

_____ _____
Signature of Principal or Immediate Supervisor Date

LEVEL III

A. _____ _____

Signature of Aggrieved Person — Date Received by Superintendent

B. Disposition by Superintendent or Designee _____

_____

_____

*Attach the rationale for disposition.

_____ _____

Signature of Superintendent or Designee — Date

LEVEL IV

A. _____ _____

Signature of Aggrieved Person — Signature of Association President

B. _____ _____

Date Submitted to Arbitration — Date Received by Arbitrator

C. Disposition and Award of Arbitrator _____

_____

_____

_____

_____

_____ _____

Signature of Arbitrator — Date

* If additional space is needed, attach additional sheets.

Note: All provisions of ARTICLE V (GRIEVANCE PROCEDURE) of the Master Contract, dated _____, 20___, shall be strictly observed in the settlement of grievances.