WATERLOO CSD / ED. SUPPORT 05-07

AGREEMENT

BETWEEN THE

WATERLOO COMMUNITY SCHOOL DISTRICT

AND THE

WATERLOO EDUCATIONAL SUPPORT PERSONNEL

JULY 1, 2005 THROUGH JUNE 30, 2007

NONDISCRIMINATION

The Waterloo Community School District values our culturally diverse society and is committed to providing quality experiences which develop an awareness and appreciation for the aspirations, issues and achievements of all people.

The District shall establish and maintain an atmosphere in which all students and staff can develop attitudes and skills for effective and cooperative living based on respect for the individual.

The Waterloo School District shall promote nondiscrimination through fair and equitable employment, promotion and assignment of staff, utilization of multicultural, nonsexist instructional materials; and equal access for all students to academic and co-curricular programming.

The Board is committed to the policy that no otherwise qualified person will be excluded from employment on the basis of race, color, religion, creed, gender, age, national origin, or disability. Further, the board affirms the right of all students and staff to be treated with respect and to be protected from intimidation, discrimination, physical harm and harassment.

Harassment or discriminatory behavior that denies civil rights or access to equal educational opportunities includes comments, name-calling, physical conduct or other expressive behavior directed at an individual or group that intentionally demeans the race, color, religion, creed, gender, age, national origin, or disability of the individual or individuals or creates an intimidating, hostile or demeaning environment for employment or education.

EQUAL EDUCATION OPPORTUNITY

It is the policy of the Waterloo Community School District to provide equal educational opportunities and not to discriminate on the basis of gender, race, national origin, religion, marital status or disability in its educational programs and activities. The Waterloo Community School District will affirmatively integrate students in attendance centers, programs, and classes.

It is also the policy of the Waterloo Community School District to provide programs, activities, curricula, and instructional resources which reflect the racial and cultural diversity of the United States and the variety of opportunities open to both men and women, including individuals with disabilities, in our society. One of the objectives of the Waterloo Community School District is to reduce stereotyping and to eliminate bias, prejudice, and discrimination. The curriculum, programs, and services shall foster respect and appreciation for cultural diversity and an awareness of the rights, duties and responsibilities of each individual as a member of a pluralistic society.

Inquiries, complaints, or grievances related to this policy may be directed to the Affirmative Action Coordinator/Equity Officer (Beverly Smith) or the Handicapped Compliance Officer (Patrick Clancy), 1516 Washington Street, Waterloo, IA, 50702, 433-1800, to the Waterloo Human Rights Commission, Iowa Civil Rights Commission, Region VII Office of Civil Rights, or United States Department of Education in Kansas City, Missouri. Inquiries may also be directed to the Iowa Department of Education, Grimes State Office Building, Des Moines, Iowa, 50319.

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ARTICLE I

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. **Grievance**
A grievance is an allegation by an employee, a group of employees, or the WESP 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 WESP, or any combination of the first two with the WESP.

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)**
An employee with a grievance shall first discuss it with his principal or immediate supervisor, either directly or through WESP'S designated representative, with the objective of resolving the matter informally. Said discussion shall be initiated by the employee directly or through the WESP'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 WESP on the form set forth in Schedule A. The grievance form shall be available from the WESP representative in each building and said form shall be signed by the Grievant or by the Grievant and a representative of the WESP. 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 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 WESP.

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

4. **Level Four - Arbitration**

a. If the Grievant(s) or the WESP is not satisfied with the disposition of the grievance by the Superintendent, the Grievant and the WESP shall meet to discuss the merits of submitting the grievance to arbitration.

b. If the WESP determines that the grievance is meritorious, it may submit the grievance to arbitration by delivering a written request thereof to the Superintendent within ten (10) school days after the date of delivering a written request thereof to the Superintendent within ten (10) school days after the date of 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 WESP 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 Federal Mediation and Conciliation Service for a panel of five (5) arbitrators. Within five (5) school days after receipt of the panel of arbitrators, the WESP 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 each alternately strike names from the list until just one name remains, who shall be the arbitrator and the parties shall immediately notify the Federal Mediation and Conciliation Service of their selection.

d. The arbitrator so selected shall confer with the designated representatives of the District and the WESP 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 WESP, 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 WESP shall jointly request the arbitrator to issue his 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 by the parties. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. His authority shall be strictly limited to deciding only the issue or issues presented to him in the grievance or as determined by him after hearing the evidence. His decision must be based upon his

interpretation of the meaning of application of the relevant language of the agreement. The decision of the arbitrator shall be submitted to the District and the WESP 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 WESP. Any other expenses incurred shall be paid by the party in interest incurring the same.

D. MISCELLANEOUS -

1. If, in the judgment of the WESP, a grievance affects a group or class of employees, the WESP 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 WESP 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 of the 1975 Code of Iowa, provided such adjustment does not violate the terms of this agreement.

3. In the event any Grievant or the WESP 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 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 WESP 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 case 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 Section 731.5 of the 1987 Code of Iowa and in the form as set forth in Schedule C., 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 an equal amount of dues from the regular salary check of the employee each pay period for the remainder of the membership year (September 1 through August 31). Such authorization shall continue until terminated by the employee as provided in said Section 731.5 of the 1987 Code of Iowa. Any dues withholding modification that is authorized by the WESP shall be provided to the District, not more than once a year.

The modification will be effective with the next payroll after notification.

In the event an employee terminates employment or goes on unpaid leave, the District shall deduct the balance for the current membership year from the final pay check, provided there is sufficient pay due following the regular authorized deductions.

C. **TRANSMISSION OF DUES**

The District shall transmit to the WESP the total monthly deduction for all membership dues 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 WESP after the signing of this agreement, it will also send a complete list of the 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 WESP 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 salary schedules are set forth in Schedule B and shall be followed.

B. PLACEMENT ON THE SALARY SCHEDULE

1. **Initial Placement**

Initial placement of an employee on the salary schedule is based upon the employee's training and experience. Each employee shall be placed upon the appropriate salary schedule. The maximum credit that may be allocated for outside clerical or secretarial experience for initial placement on the salary schedule is Step I. For jobs at the Educational Service Center the maximum credit for outside clerical or secretarial experience for initial placement on the salary schedule shall be Step III.

If an employee's employment is terminated and the employee is rehired within three (3) calendar years of the termination date, the employee will be placed on the salary schedule at the same point at which he was at the time of termination.

C. ADVANCEMENT ON THE SALARY SCHEDULE

1. **Regular Advancement**

Employees on the regular salary schedule shall be granted an increment or vertical step on the schedule for each year of service.

A year of service consists of employment in the Waterloo Community School District for a number of days equal to or exceeding fifty percent (50%) of the regular contract length for that classification.

2. **Advancement from One Salary Schedule to Another**

Employees who are reclassified shall be placed on the salary schedule at the same step as the employee was on before the reclassification.

D. PAYMENT

Each employee shall be paid in twelve (12) equal installments on the twenty-fifth (25th) of each month. When a pay date falls on or during a school holiday or weekend, employees shall receive their paychecks on the last previous working day. Employees shall receive their checks at their regular building assignment; however, when an employee is not at the building (during summer vacation) checks shall be mailed to the address designated by the employee.

E. EXTRA TIME AND OVERTIME

1. Extra time is time beyond the regular schedule or beyond the contract day or contract week but less than eight (8) hours a day or forty (40) hours a week. Payment for extra time will be at the employee's regular hourly rate, unless the employee agrees to take compensatory time. Such time will be submitted by the supervisor for the next regular payroll.

2. Employees shall be paid time and one half (1 1/2) for all authorized hours worked beyond eight (8) hours per day and/or forty (40) hours a week. Any paid holidays and vacations shall be included in the forty (40) hours per week. Employees may take compensatory time off at the rate of one and one half (1 1/2) hours for each hour of overtime worked.

3. Time that employees are authorized to spend in addition to their regular hours to attend staff, building or team meetings shall be extra time.

4. Any employee required to return to work the same day will be paid for a minimum of two hours. Any time over the eight hours worked per day will be at the overtime rate. Time and one half will be paid to any employee required to work the sixth (6th) day (or more) of six (6) or more consecutive days. Double time will be paid for any employee required to work on Sunday or holiday as designated in Article IX. This is in addition to any regular pay for said day.

5. Included with the paycheck shall be an explanation of the number of hours of overtime and the amount of overtime pay.

F. PROFESSIONAL IMPROVEMENT

1. The District recognizes the value of professional improvement. In-service training opportunities for clerical employees shall be provided by the District. Employees shall be paid for attendance at the District required in-service. The content of the training sessions shall be determined by the District. The Association will be given the opportunity to make suggestions concerning the content of the sessions.

G. EXTRA DUTY PAY

1. **Substitute Pay**
   Paraeducators and clerk-typists who substitute for secretaries for a period of at least one hour or more shall be paid, in addition to their regular rate of pay, the difference between the teacher associate or clerk-typist base wage rate and the secretarial base wage rate.

2. **Supplemental Pay**
   Employees shall receive Supplemental Pay as follows:

a. All employees who are assigned by the District to perform routine first aid duties and dispense medication for students shall be paid $300.00 per year. Such assignment shall be voluntary on the part of the employee; however, if there is not a sufficient number of volunteers, the District retains the right to make the assignment.

Employees who are assigned under the provisions of this paragraph shall receive instruction in the proper techniques and guidelines of non-parental drug administration and Red Cross first aid certification. Employees who volunteer to participate in a District approved CPR training course will be paid for their attendance at their regular hourly rate.

Such training shall be provided at District expense without loss of compensation to the employee prior to the assignment or as soon thereafter as is reasonably practical. Employees who are not compensated may refuse to perform routine first aid duties and dispense medication for students.

b. **Student Supervision**
Employees who are assigned by the building administrator or designee to supervise students in a classroom setting shall be compensated at the rate of $.40 per hour for the time assigned.

c. **Detention Supervision**
Each Paraeducator or Clerk Typist who serves in a position in which supervision, detention, suspension, intervention or similar supervision in student disciplinary situations will receive additional compensation beyond the regular hourly rate. If the supervision is regularly less than 1/2 of the work day, the compensation will be an additional $.40 per hour for each hour of the assignment. If the supervision is regularly 1/2 or more of the work day, the extra compensation of $.40 per hour shall be applied to the entire contract.

ARTICLE IV

TRAVEL PAY

A. EXPENSES OF TRAVELING EMPLOYEES

The District shall continue to provide liability insurance protection for employees when their personal automobiles are used as provided in this article.

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) percent through seventy-nine (79) percent will be eligible to receive one-half (1/2) of the premium paid by the District as long as the employee pays the remainder through payroll deduction (items designated in A-1-a and A-1-b below) except that the District will not contribute to family insurance benefits.

1. Health and Major Medical

a. A Comprehensive Major Medical program will be provided by the District with a $10 copayment for office visits in network, a deductible of $500, coinsurance of 10% in network/20% out of network, prescription drug benefit at $5/10/25 copayment, and out of pocket maximum of $1000 per year. (The level of benefits shall be established by the John Deere Health – Choice 500 Plan).

b. Optional health plans shall be available for employee selection with the level of benefits established by John Deere Health – Choice 250 and Choice 750.

   Optional HMO health plans shall be available for employee selection with the level of benefits established by the John Deere Health – Select 250, Select 500 and Select 750 plans.

   Employees who elect to enroll in an optional health plan that costs less than the basic plan (A.1.a.) shall realize the savings as additional salary.

c. A Comprehensive HMO Family Health Plan will be offered by the District with a $10 copayment for office visits in network, a deductible of $1000, coinsurance of 10% in network/20% out of network, prescription drug benefit at $5/10/25 copayment, and out of network maximum of $2000 per year. (The level of benefits shall be established by the John Deere Health – Select 500 Plan).

   The District shall contribute 50% of the additional cost beyond single coverage, including prescription drug insurance coverage, for all employees enrolled prior to July 1, 2004.

   The District shall contribute fifty dollars ($50.00) towards the additional cost beyond single coverage, including prescription drug insurance coverage, for all employees enrolled on or after July 1, 2004.

d. 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.

e. Employees desiring to change from one option to another may do so by written election to the Board before September 15th of each contract year.

2. **Life**
Each employee shall be covered by a term life insurance program paid for by the District which provides a minimum death benefit of $10,000. Such insurance shall also provide double indemnity for accidental death. The employee, at his option may, through payroll deduction, subscribe to an additional $5,000 life insurance.

3. **Long-Term Disability**
Each employee shall be provided at District expense a long-term disability insurance protection program with benefits to be maintained at a level no less than in effect at the time of execution of this agreement and with benefits or pre-disability earnings indexed using the Consumer Price Index (CPI).

4. **Dental**
Each employee shall be provided at District expense a dental insurance program with benefits to be maintained at a level no less than in effect at the time of execution of this agreement.

B. MISCELLANEOUS

1. Each employee of the District is covered by workman's compensation if injured on the job. The District agrees to pay each employee the difference between the amount workman's compensation pays and his normal salary on a per diem basis. The portion which the District pays shall be charged against the employee's sick leave on a pro-rated basis.

2. **Insurance Coverage**
The above coverage 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. Employees will be notified through the regular Staff Bulletin of any insurance rate which affects the employee's deductions as soon as possible after the change of deduction is known.

C. INSURANCE DESCRIPTIONS

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.

D. CONTINUATION

1. The District provided insurance coverage will continue beyond sick leave accrual for one year from the date of eligibility for Long Term Disability or the date Social Security Benefits begin, whichever occurs first.

2. The employee designated below 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. Employee on approved medical leave of absence which continues after the contract period on which his sick leave expires.

3. Other employees laid off at the end of the school year will have the District paid insurance coverage effective through the month of August.

ARTICLE VI

SICK LEAVE

A. Employees shall be eligible for sick leave benefits after thirty (30) days of service with the District.

B. ACCUMULATIVE BENEFITS

Employees shall be entitled to sick leave days each school year, maximum and accrual rates as listed below:

Contract Length	*Maximum Days/Years*	*Sick Leave Accumulation*	*Accrual Rate Per Month Employment*
Up to 200 Days	15 Days	165 Days	1.5 Days
200 Days to 11 Months	16 Days	172 Days	1.5 Days
11 Months to 12 Months	17 Days	179 Days	1.5 Days

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 the use of the appropriate Accrual Rate column above. If the employee has been paid for more sick leave days during said year than the number of days earned under the computations, after application of available accumulated benefits, the overpayment shall be deducted from the employee's last check.

Sick leave days shall be allotted proportionately for all regular part-time employees and employees who are not contracted for an entire year.

The employee will provide, upon request, reasonable verification of illness. If the employee is absent because of illness, injury, or disability for a period of six consecutive working days or more, he shall present a physician's statement of approval to return to regularly assigned full-time duty.

The District has the right to request an independent opinion from a physician of its choice, at District expense.

Absence 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.

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.

C. **NOTIFICATION OF ACCUMULATION**

A complete record of accumulated leave days for each employee shall be furnished to the employee with the August paycheck.

In the event the employee does not return his or her contract by July l, the record of accumulation will be furnished with the September paycheck. A copy of the information will be forwarded to the WESP office.

D. **JOB RELATED INJURY OR ILLNESS**

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 employment and for which workman's compensation participates, the employee will draw his regular salary up to his sick leave benefit maximum and the employee will endorse to the District any workman's compensation which he receives during the sick leave benefit period. Upon the expiration of sick leave, the employee will retain his workman's compensation check.

The District will credit back to the employee on a per diem basis, the sick leave credit equivalent to the workman's compensation checks which are endorsed to the District.

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 a financial institution. 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 $8.50, except that employees who have used four (4) or fewer Sick Leave days in the previous year will not be charged. The District will not require an employee to take the personal leave day under this subparagraph (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: scheduled non-paid days, paid holidays or weekends in which paid holidays fall or on the day before or the day following vacation periods as defined in Article IX, but the District will give consideration to application for leaves of absence on said days in cases of emergency to be granted at the discretion of the District.

(5) In the event an employee needs not more than one of the days provided for in subparagraph (2) and (3) above in conjunction with 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.

(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. Any fees or remunerations the employee receives during such leave shall be turned over to the District.

3. **Association**

Up to fifteen (15) days shall be available for representatives of the WESP to attend conferences, conventions, or other activities of the local, state, and national affiliated organization without loss of pay.

4. **Bereavement**

Employees may apply for personal leave in case of death of a member of the immediate family (spouse, parent, step-parent or guardian, brother, sister, child, stepchild, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparent, grandchildren). The employee will be granted leave without loss of pay for as many days, not to exceed five (5) days, 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 a spouse, parent, or guardian, child, or stepchild 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 one-half (1/2) day with pay. One (1) day with pay may be granted if the situation makes it necessary. Additional time may be taken upon the approval of the Associate Superintendent, Division of Human Resources Management, minus the cost of the substitute.

5. **Family Illness**

In case of critical 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 per year as may be necessary. An additional two (2) days may be granted by the Associate Superintendent, Division of Human Resources Management, with pay minus the cost of the substitute.

In the event a member of the employee's immediate family undergoes surgery, the employee may take the day immediately following surgery if a physician will verify the necessity of the employee's presence at home on that date. This day will be included within the employee's five day annual allotment.

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. Requests for leave normally shall be made at least fifteen (15) days in advance of such leave. The District may waive the notice for emergency situations under Section A below. An employee on extended leave shall retain seniority rights for the duration of the approved leave. A written request to return to work or to extend the leave must be made to the Associate Superintendent, Division of Human Resources Management by December 15th if the leave was for the first semester or by May 15th if the leave was for the full year or the second semester.

A. **LEAVE FOR HEALTH AND FAMILY RESPONSIBILITY**

Extended leaves without pay shall be granted upon request of the employees for the following reasons: personal health or disability, disability or death of a member of the immediate family, or child care. Such leaves shall commence at the time requested by the employee and may extend to the end of the school year in which 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 Resources 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 two (2) contract years shall be granted to any employee for the purpose of serving on an elective or appointive State or National office. An extension of equivalent time may be granted if the employee is re-elected or reappointed to the position. An employee may be granted up to fifteen (15) working days, without pay, to campaign for his own election.

C. **MILITARY**

A leave of absence of civil employees may be granted. All officers and employees of the state, or a subdivision thereof, or a municipality, other than employees employed temporarily for six (6) months or less, who are members of the National Guard, organized reserves or any component part of the military, naval, or air forces or nurses corps of this state or nation, or who are or may be otherwise inducted into the military service of this state or of the United States, shall when ordered by proper authority to active state or federal service, be entitled to a leave of absence from such civil employment from the period of such active state or federal service, without loss of status or efficiency rating, and without loss of pay during the first thirty (30) days of such leave of absence. The proper appointing authority may make a temporary appointment to fill any vacancy created by such leave of absence. Within sixty (60) days following an honorable discharge, each person desiring reinstatement shall so notify the District.

D. **EDUCATIONAL LEAVE**

A leave of absence without pay for up to one (1) year may be granted an employee, upon application, for the purpose of engaging in study at an accredited college, university, or area college. Such course work shall have the advance written approval of the Associate Superintendent, Division of Human Resources Management. Additional time may be granted upon request.

E. **GOOD CAUSE LEAVE**

An extended leave of absence without pay may be granted at the District's discretion for up to one (1) year in length. The employee shall make written application stating the good cause reason for the leave. Return from such leave shall be limited to an existing vacancy and not necessitate laying off an employee.

F. **RETURNING FROM LEAVE OF ABSENCE**

For the provisions covering returning from Leave of Absence, see Article XI. D.

G. **APPLICATION FOR EXTENDED LEAVES**

An employee who has exhausted his sick leave and has not returned to work must apply for an extended leave of absence within ten (10) working days or he will be considered as a voluntary resignation. This provision shall be effective provided the District has notified the employee of the expiration of his sick leave.

H. **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 the 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 qualified 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. COBRA eligibility will start on the day of notice that the employee will not be returning to work.

ARTICLE IX

WORK YEAR

A. **WORK YEAR**

	Holidays
Secretaries (12 Month)	12
Secretaries (218 Days)	10
Home School Workers	7
Clerk Typists	7
Paraeducators	7
Study Hall Monitors	7
Special Education Paraeducators	7
Hall Monitor/Parking Lot Attendant	7

B. **VACATIONS (TWELVE MONTH EMPLOYEES)**

Full-time employees may accrue vacation time according to the following schedule. Vacation time within the classification shall be prorated according to the number of months of employment within the District.

Length of Service	*Weeks of Vacation*
0 months through 1 year	Proration
1 year through 6 years	2 weeks
7 years through 12 years	3 weeks
13 years and over	4 weeks

1. The period of service shall be determined by the employee's anniversary date. In changing to the vacation schedule outlined in this agreement, no employee shall suffer any reduction in vacation time as outlined in the 1976-77 agreement.

   New employees will accumulate one (1) day of vacation for each month of service not to exceed ten (10) days during their initial year of employment.

2. The vacation period shall be taken between the last day of school in the spring and August 1, unless prior approval has been granted by the Division of Human Resources Management. Vacation shall be taken in the year in which it is earned except the employee may carry-over one-half of the amount earned that year to the following year. If the District denies usage because of District staffing needs, then the employee shall be granted an additional sixty (60) day period to use that vacation.

3. Vacation pay shall be at the employee's regular straight time rate of pay at the time the vacation days are used.

4. Employees who terminated prior to June 30 of the contract year will be credited for vacation time which has been earned up to the point of termination provided the District receives notification of the pending termination fourteen (14) calendar days in advance.

5. Employees covered under this provision shall file a personal leave form with their immediate supervisor as they schedule their vacation period which will then be forwarded to the Division of Human Resources Management.

C. HOLIDAYS

1. Twelve (12) month employees will be granted the following twelve (12) paid holidays which fall within their normal contract:

   July 4, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, three additional days to be scheduled during the Winter Break.

2. Employees who are contracted for less than 12 months will be granted the following paid holidays:

   a. 218 day employees - ten (10) paid holidays

   Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, two additional days to be scheduled during Winter Break.

   b. 188 day employees - seven (7) paid holidays.

   Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day.

3. The designation of the particular paid holiday(s) listed above is for time of pay purposes only.

4. In each case, employees will be on duty each day that students are in attendance.

D. ELIGIBILITY FOR HOLIDAY PAY

All employees to be eligible for holiday pay must be on the active payroll of the District and must work the last regularly scheduled work day before and the first regularly scheduled work day following the holiday(s). Employees who are absent due to illness, injury, or disability or are on an approved leave of absence as outlined in Article VII shall be entitled to the holiday pay.

E. **WEEKEND HOLIDAYS**

Whenever any of the provided holidays listed above fall on a Saturday, the preceding Friday shall be observed as the paid holiday. Whenever any of the listed holidays fall on a Sunday, the following Monday shall be observed as the paid holiday.

ARTICLE X

WORK DAY

A. **WORK WEEK**

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

B. **FULL-TIME EMPLOYEES**

1. Secretaries shall work an eight (8) hour day, including two (2) paid rest periods of a total of thirty (30) minutes in length.

2. Paraeducators, clerk typists, study hall monitors, and home school workers shall work a seven (7) hour day, including two (2) paid rest periods of a total of thirty (30) minutes in length.

3. All employees shall be allowed a minimum average of twenty-seven (27) minutes duty free lunch period which is not included in the work day.

C. **REGULAR PART-TIME EMPLOYEES**

1. Any employees working less than the number of hours per day specified in B-1 and 2 above shall be considered regular part-time employees.

2. Employees working more than four (4) hours shall be allowed a minimum average of a twenty-seven (27) minute duty free lunch period which is not included in the work day.

3. Half-time employees shall be allowed one paid duty free break of a total of fifteen (15) minutes in length within the regular work day.

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 IN 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 reducing the employees who work less than fifty percent (50%) of the regular schedule of hours.

3. Further reduction shall be by and within the following designated areas:

   a Clerk Typist

   b. Paraeducator

   c. Home School Worker

   d. Study Hall Monitor

   e. 218 Day Secretary

   f. 12 Month Secretary

   g. Hall Monitor/Parking Lot Attendant

   h. Special Education Paraeducator

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:

   Within each of the following ranges - less than one (1) year, one (1) - two (2) years, three (3) - four (4) years and five (5) years or more - the district, shall determine which employees will be laid off after giving consideration to the employee's qualifications and the needs of the District providing that no employee will be laid off unless all employees in the same area in the lower ranges specified above have been laid off.

5. Seniority lists will be maintained in all categories listed in paragraph 3 above. Said lists shall be provided to the WESP semiannually by December 1, updated to November 1; and April 1, updated to March 1. A current copy of the seniority list will be furnished to the WESP.

6. If staff reduction other than by normal attrition is known of and deemed necessary by the District before May 10th, employees to be reduced shall receive written notice by the last student contact day of the school year. If further staff reduction is deemed necessary by the District, the District shall give affected staff a thirty (30) calendar day notice of such layoff.

   In either case, the employee to be laid off shall be the first to be notified, after the appropriate administrators.

7. If an employee who is to be laid off in a classification has more seniority and possesses the necessary qualifications for a position in another classification that pays equal or less, the employee may exercise his seniority by displacing a less senior employee in the aforementioned area by notifying the District.

   The District shall then determine which employee in the other classification has the lowest seniority and that employee shall be laid off as provided in paragraph (B-4) and have no similar replacement rights.

C. RECALL FROM LAYOFF

1. Any employee 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 similar position in the area from which the employee was reduced. Also, any employee who is to be laid off may file a list with the Associate Superintendent, Division of Human Resources Management, listing those areas in which he is qualified and possesses the necessary skills and if vacancies occur in those areas before he is recalled to his own area, he shall have recall rights to said vacancy in order of seniority, provided there are no employees on layoff from that area.

   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.

2. Between the starting date of the school year and July 15, notice of recall shall be given by telephone followed by a letter of confirmation, If it is impossible to reach the employee in this manner, the notice of recall shall

be by certified mail addressed to the last known address on file with the District. In either case, a copy of the notice shall be sent to the WESP Office. Failure to respond to said notice within fifteen (15) school days after the date of mailing said notice shall be construed to mean that said employee has no interest in pursuing said recall.

3. 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 WESP 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.

4. The District will compile and keep a list of any employee on leave of absence and on layoff showing their recall right and will furnish a copy of the list to the WESP.

D. RETURN FROM LEAVE OF ABSENCE

An employee who has been on an extended leave of absence for not more than two (2) years will, if he has given the required written notice of return as provided in Article VIII, have the right to any vacancy available in his classification, seniority permitting.

E. BENEFITS

Any employee recalled pursuant to the preceding paragraph shall return with all rights and benefits hereunder based on the seniority the employee has at the time of recall.

F. SENIORITY PROVISION

1. Definition

The District-wide seniority shall be computed for individuals who work at least fifty percent (50%) or more of the regular schedule of hours. Seniority shall be defined as the total length of continuous service from the date of the most recent employment. If two or more employees have the same seniority date, the relative order of seniority among them shall be determined by the last four (4) digits of the employee's social security number, the lower number having preference.

For those employees who transferred from AEA-7 August 18, 1997, seniority shall be most recent hire date by AEA-7.

Those employees who do not qualify for seniority benefits under the provisions of this paragraph shall be given consideration for the filling of vacancies prior to consideration of new hires.

2. **Accrual of Seniority**
Seniority will be retained and accrued during all approved leaves of absence. 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 and employment shall terminate when:

a. He or she quits.

b. He or she is discharged for cause.

c. He or she does not report to work within the applicable time period set forth in section (C-2) and section (C-3) above after being recalled from layoff.

d. The employee's recall rights have expired.

e. He or she is absent from work for three (3) or more consecutive workdays without notifying the Associate Superintendent, Division of Human Resources Management, or the immediate supervisor.

f. He or she fails to either request to extend the leave or to return to work after an extended leave of absence as specified in the first paragraph of Article VIII; unless he or she gives satisfactory explanation for not making the request.

G. RETURN TO THE BARGAINING UNIT

Any employee who transfers to a position within the District, outside the bargaining unit and who later returns to the bargaining unit without any break in employment shall upon return to the bargaining unit, be credited with full seniority that was accumulated as of the date of departure from the unit after having worked thirty (30) days after return to the bargaining unit.

ARTICLE XII

HEALTH PROVISIONS

A. **TUBERCULOSIS**

All continuing employees shall present evidence of freedom from tuberculosis tri-annually. New employees shall present evidence of freedom from tuberculosis at the beginning of their service.

ARTICLE XIII

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

District buildings, vehicles, and facilities shall be tobacco-free. No use of tobacco products on school property.

4. Bloodborne Pathogens

The District shall include in its bloodborne pathogens exposure control plan Hepatitis B vaccination, post-exposure evaluation, and follow-up evaluation and counseling for all employees who do not hold a position or job classification required to be listed in the District's pathogens exposure control plan but who nevertheless experience an exposure incident in the course of employment. The District shall provide exposure protection materials (including fanny packs), antibacterial soap, and lotion in sufficient quantity so that each are readily available in case of an exposure incident or clean up. Responsibility to utilize the protective materials rests with the employees.

ARTICLE XIV

VOLUNTARY TRANSFERS

A. DEFINITION

1. The movement from one assignment or building to another assignment or building, based upon the request of the employee, as provided below shall be considered a voluntary transfer.

2. **Vacancy**
A vacancy shall exist in the bargaining unit resulting from the exit of an employee by quit, discharge, death, retirement, voluntary transfer, transfer out of the bargaining unit, creation of a new position, or any leave of absence for longer than one semester, which vacancy in the District's judgment requires a replacement and provided that there are no employees on layoff with recall rights, except that employees who have voluntary transfer requests on file for the vacancy so created shall be given first consideration, provided the employee with the recall rights is qualified for the vacancy created by such a transfer. This procedure shall be limited to the first such transfer.

3. **ORDER OF TRANSFERS**
Employees who have voluntary transfer requests on file which specify the specific building or exact position only shall be given first consideration before involuntary transferees, provided the employee being involuntarily transferred is qualified for the vacancy created by such a transfer.

B. NOTIFICATION OF VACANCIES

The Associate Superintendent of Human Resources Management, shall deliver to the WESP and cause to be posted in a conspicuous place in each building, a list of all vacancies for classified positions which occur that week.

During the summer months when school is not in session, notices will be delivered weekly to the WESP 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 form made available by the District with the Associate Superintendent, Division of Human Resources Management.

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 above. Such filing shall be within five (5) school days, including the day of

posting. Employees who wish to withdraw from consideration for a position shall do so in writing.

3. Employees who desire consideration for vacancies posted during the summer period when school is not in session 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.

   b. The eligible employees will be notified by telephone if possible or mail to the last known address and must report for an interview within five (5) school days from the posting of the vacancy, excluding the day of posting.

4. As of September 1 each year, all previous transfer requests shall be removed from consideration. Those employees who desire a transfer must resubmit the request.

D. FILLING 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 for assignment.

2. The District will interview up to the five (5) most senior qualified applicants in the classification, if any. If there are fewer than five (5) applicants in the classification posted, the District will interview the most senior qualified applicants from other classifications, if any, up to a total interviewed of five (5). The most senior qualified applicant from within the posted classification, if any, will be selected unless the District can demonstrate that an applicant with less seniority is more qualified for the position. If the vacancy cannot be filled by this procedure, the position will be filled from among the qualified applicants outside the classification based on seniority, unless the District can demonstrate that an applicant with less seniority is more qualified. If there are no qualified applicants, new hires can be considered.

3. Employees not granted a voluntary transfer shall, upon written request, be granted an interview with the Associate Superintendent, Division of Human Resources Management, and the WESP representative.

4. If a transfer is made under this Article for a new school year, the employee and the building principal involved will be notified in writing of the transfer prior to September 15 of the year in question.

5. No position shall be filled other than by temporary assignment until notification of openings has been made as per this Article.

6. Employees who wish to withdraw from consideration for a position shall do so in writing.

7. Employees who are granted a transfer may return to their previous position if the written request is made prior to the time that the former position is filled.

8. Employees will be limited to one lateral transfer each semester.

9. Employees will not be eligible for transfer during their initial first ninety (90) days of employment with the District.

ARTICLE XV

INVOLUNTARY TRANSFERS

A. DEFINITIONS

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

2. An involuntary transfer shall not result in the reduction of wages, or benefits, or in a change of the area classifications as defined in Article XI, B.3.

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) employees' skill and training, (3) seniority in the District, and (4) the educational needs of the District.

2. A list of open positions in the school district shall be made available to all employees being involuntarily transferred. Such employees may request the positions, in order of preference, to which they desire to be transferred. The three most senior employees who rank the position highest shall receive an interview before the assignment is made. The most senior qualified applicant will be placed in the position unless the District can demonstrate that an applicant with less seniority is more qualified.

3. 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.

4. If an employee has been involuntarily transferred and a similar vacancy at the original building becomes available during the school year for which the transfer is effective, the employee shall have the option to return.

C. MEETING AND NOTICE

1. Prior to implementing an involuntary transfer, a meeting shall be held, if requested by the employee, between the employee, the Associate Superintendent, Division of Human Resources Management or his her designee, and upon request of the employee, a representative of the Association for the purpose of discussing the transfer.

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 a designated WESP 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 designee and the WESP.

3. Notice of any involuntary transfer or reassignment shall be given in writing to employees as soon as practical and normally no later than the last regular school day. If involuntary transfer of staff is necessary after the beginning of the school year, every reasonable effort will be made to make such transfer within ten (10) school days after the beginning of a semester.

ARTICLE XVI

EVALUATION

A. EVALUATION CRITERIA

Employee performance shall be evaluated using the district's adopted evaluation instrument. All evaluations shall be fair and accurate.

B. PROCEDURE

1. Before any evaluation of a unit employee is begun, the following procedure shall be followed:

   a. Written notice of the evaluation at least fifteen (15) school days in advance of the evaluation process being implemented. This notice shall include the items listed in b. - d. below.

   b. Notice of the administrator who will perform the evaluation.

   c. Specific criteria being used in the evaluation will be given to the employee in writing.

   d. A copy of the evaluation instrument shall be provided.

2. Upon completion of an evaluation, the administrator shall complete a written summary or report, which will be given to the employee at a meeting during which the contents of the summary will be discussed with the employee.

   The completed evaluation report will be signed by the employee and the administrator, demonstrating completion of the conference and receipt of the completed report only. The employee's signature does not imply agreement with the completed evaluation.

3. 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.

   The employee who completes a response may request a second conference with the administrator which shall be held within five (5) school days after the administrator receives the above response. The purpose of the second conference is to provide additional input for the administrator to consider regarding the evaluation. After the conference, the administrator may revise or uphold the evaluation report. In either case, the report will become the final evaluation.

4. An employee who submits a written response to an evaluation under the provisions of paragraph B3 and is dissatisfied with the final evaluation may grieve the evaluation as unjustified.

5. All evaluative materials including all reports of evaluations conducted by an employee's supervisor shall be kept in the evaluation file.

6. 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 the review.

7. The Board or it's administrative representatives, including principals, shall make available to the employees, any files containing evaluative material.

ARTICLE XVII

COMPLIANCE CLAUSE

IN WITNESS WHEREOF of the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective chief negotiators, all on the 27th day of July, 2005.

WATERLOO EDUCATIONAL SUPPORT PERSONNEL

Kathy Stone
Its President

Jacqueline Lekar
Its Chief Negotiator

BOARD OF EDUCATION OF THE WATERLOO COMMUNITY SCHOOL DISTRICT

Sam Miller
Its President

Gary L. Kay
Its Chief Negotiator

SCHEDULE A

GRIEVANCE FORM

Date Filed _____

Waterloo Community School District

Distribution of Form:

Building

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

_____

Name of Grievant

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

_____

_____ _____

Signature of Principal or Immediate Supervisor Date

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

W.E.S.P. WAGES

SCHEDULE B
2005-2006

Step 01	$7.88
Step 02	$8.06
Step 03	$8.25
Step 04	$8.43
Step 05	$8.64
Step 06	$8.89
Step 07	$9.04

Longevity paid at .07 per hour for each year thereafter beyond Step 07.

(2006-2007 - Add new Step 8)

DIFFERENTIAL RATES

A.	All head building secretaries	1.30 per hour
B.	All other secretaries (including administrative office)	1.10 per hour
C.	All study hall monitors	.40 per hour
D.	Hall Monitors/Parking Lot Attendants and Home School Workers	.58 per hour

EDUCATIONAL ADVANCEMENT INCENTIVES

A.	Paraeducator generalist certificate	.20 per hour
B.	Child development associate certificate	.40 per hour
C.	Paraeducator specialist certificate	.40 per hour
D.	AA degree	.40 per hour
E.	BA degree	.60 per hour

SCHEDULE C

WATERLOO EDUCATIONAL SUPPORT PERSONNEL
Continuing Membership Form

Name _____ Social Security No._____

Job Title_____Building Assignment_____

Association Dues $_____
(from membership form)

I hereby authorize and direct the Waterloo Community School district to deduct the total deduction listed on this form in equal installments for the remainder of the membership year as per Article II of the Waterloo Schools/WESP Master Contract.

This authorization is good and continues in force, unless cancelled in writing, and is good for changes in dues that may be authorized by the WESP not more than once per year.

Signature_____Date_____

SIDE AGREEMENT

ARTICLE III - WAGES AND SALARIES

E. Overtime

The parties agree that compensatory time shall be used in a timely fashion and not accumulated until the end of the year. There shall be no loss of compensatory time if not used within twenty (20) working days of the overtime.

Article(s) XI, XIV, and XV

NOTIFICATION OF THE WATERLOO EDUCATION SUPPORT PERSONNEL

It is the intent of the District to notify the WESP of each voluntary transfer, involuntary transfer, and recall from layoff. If the District should fail to provide this notice, no grievance will result.

WATERLOO COMMUNITY SCHOOL DISTRICT
ASSIGNMENT REQUEST
CLERICAL

Send to:

Division of Personnel
Administration Building
1516 Washington Street
Waterloo, IA 50702

NAME_____BUILDING_____

ADDRESS_____ZIP CODE_____

Secretary ☐ Clerk Typist ☐ Paraeducator ☐ Study Hall ☐ Home School ☐ Worker

_____

_____

WHAT IS YOUR PRESENT ASSIGNMENT?_____

WHAT ASSIGNMENT WOULD YOU REQUEST?_____

1ST CHOICE:_____

BUILDING: _____

2ND CHOICE:_____

BUILDING: _____

_____ _____
Signature Date

Please list your qualifications and experiences applicable for the position you request.

_____

_____

_____

_____

_____

White - To Personnel
Yellow - Receipt from Personnel (Date Returned:)
Pink - Building Principal (present)
Golden Rod - Building Principal (new)

Form 433/C