

**AGREEMENT BETWEEN THE
WATERLOO COMMUNITY SCHOOL DISTRICT
BOARD OF DIRECTORS
AND THE
WATERLOO EDUCATION ASSOCIATION (WEA)**

JULY 1, 2026 THROUGH JUNE 30, 2029

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Article I: Grievance Procedure

Definition

a. Grievance

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

b. Grievant

A grievant is the initiator of the grievance and any party who joins with the initiator at any subsequent level of the procedure set forth below. Grievants are limited to either an employee, a group of employees, or the WEA, or any combination of the first two with the WEA.

c. Party In Interest

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

d. 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.

e. 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.

f. 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.

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.

Procedure

Level One – Principal or Immediate Supervisor (Informal)

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

Level Two - Principal (Formal)

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

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

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

Level Three - Superintendent

The superintendent or designee (Director of Human Resources) 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, or designee, 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 or designee shall indicate his/her disposition of the grievance, in writing, and shall deliver a copy thereof to the Grievant and the WEA. Provided the WEA is one of the grievants, the delivery of a copy of the disposition to the WEA only shall suffice.

Article II: Wages and Salaries**Basic Salary of Employees**

The basic salary of regular full-time employees covered by this Agreement is set forth in our salary schedule, which is attached to and incorporated into this Agreement.

The basic salary of regular part time employees shall be at a ratio proportionate to the employees' part time condition of employment.

Extra Duty Pay for Supplemental Job Assignments

Assignments for which an employee may receive Extra Duty pay will be made on an individual basis between the employee to perform the service and the Employer.

The Employer shall make said assignment. No such assignment shall exceed the duration of one year.

An employee assigned to a supplemental job will be paid on the schedule of Extra Duty Pay for Supplemental Job Assignments which is attached hereto and incorporated into this Agreement.

As a condition for receipt of Extra Duty pay, an employee shall be expected to provide service necessary to fulfill all job responsibilities associated with the supplemental job assignment.

Extra Pay for Extra Duties

Extra activities outside of the required 3 duties each employee must perform on an individual basis between the employee to perform the service and the Employer. An employee performing extra duties will be paid \$20 per hour.

Reclassification

When a college course credit or other acceptable credit is to be used for the purpose of advancement on the salary schedule, such graduate credit must be turned in by the appropriate date set by the district on the appropriate form found on the HR Drive.

Employees shall be assigned to a salary lane as follows:

BA – An employee has obtained a bachelor's degree.

BA + 15 – An employee has earned at least 15 semester hours of approved credits beyond the bachelor's degree.

BA + 30 – An employee has earned at least 30 semester hours of approved credits beyond the bachelor's degree

MA – An employee has obtained a master's degree specifically related to the field of

MA + 15 – An employee has earned at least 15 semester hours of approved credits beyond the master's degree.

MA + 30 – An employee has earned at least 30 semester hours of approved credits beyond the master's degree.

MA+45 - An employee has earned at least 45 semester hours of approved credits beyond the master's degree.

The District will not apply its interpretation of the contract retroactively.

Employees who earned their master's degree ON or BEFORE date were placed on the salary schedule at MA+15 or MA+30 in accordance with the "old method", shall not be stripped of those designations by retroactively applying language that went into effect after this date.

Advancement on Salary Schedule

Regular full time and part time employees shall be granted an increment or vertical step on the schedule for each year of service.

An issued contract at any time during the year constitutes a year of service, when 50% or more of the expected contract dates are fulfilled.

The district shall grant teaching experience up to twenty (20) years with no teacher being placed at a step higher than a teacher with the same years of teaching experience. Additional experience may be granted beyond twenty (20) years with the discretion of the district with notification to the association.

The district may grant up to five (5) years service for military experience to honorably discharged veterans.

Schedule of Payments shall be on the 15th of each month unless the 15th falls on a weekend or a holiday. If this occurs, payment should be made on the previous work day.

Article III: Sick Leave

Definition

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

Sick Leave Allotment

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

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

An employee may accumulate up to a maximum of fifteen (15) days of unused sick leave per year, up to a maximum total accumulation of one hundred sixty-five (165) days.

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

Only in the event an employee's employment terminates during a contract year, the number of sick leave days said employee has earned to date of termination shall be computed by use of the accrual

rate of 1.5 days per month. If the employee has been paid for more sick leave days during said year than the number of days earned under the computation, after application of available accumulated benefits, the overpayment shall be deducted from the employee's last check.

Verification of Leave

The employee will provide, upon request from the District, reasonable verification that the employee is unable to work for any type of leave (medical or otherwise). This verification must be received in the Human Resources Department within two (2) business days. If the employee is absent because of illness, injury, or disability for a period of five (5) consecutive working days or more, they shall present a physician's statement of approval to return to work. The District has the right to request an independent opinion from a physician of its choice, at District expense.

Notification of Accumulation

Accumulated leave days will be available electronically to each employee.

Job-Related Injury or Illness (Workers' Compensation)

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

Sick Bank

A Sick Leave Bank will be established for the use of employees who choose to participate. Upon approval, use of the Sick Leave Bank days will commence on the first day after accumulated Sick Leave is exhausted. The individual use of Sick Leave Bank days may not exceed 30 work days per school year. The Bank year will be the contract year. Use of the Bank will continue until the employee reaches the maximum usage, becomes eligible for long term disability insurance or the end of the contract year.

Participation in the Sick Leave Bank will be on a voluntary basis and each participating individual employee's contribution will be made in the form of one (1) day of Sick Leave from his/her current year's allocation. Participation is available to employees as long as a Sick Leave day is available to donate. The days contributed to the Bank become the property of the Bank and will not be returned to the employee.

New hires and employees returning from an approved leave of absence may sign up for participation in the Bank within thirty (30) calendar days of their initial hire/return from leave. Employees may enroll during annual open enrollment (by August 1st for employees with 12-month contracts and by September 1st for all other employees).

Assets of the Bank will accumulate, but the maximum carryover is 300 days. The following year's Bank will consist of the days carried over from the previous year in addition to all contributed days

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

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

Article IV: Temporary Leave of Absence

Paid Leave

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

1. Family Illness Leave

Employees shall be granted 5 days of leave of absence with full pay for family illness, accident, injury or pregnancy that renders them unable to perform the functions of their job or for medical, dental, or other health care appointments. 5 additional days of sick leave may be granted to be used for illness, accident, or injury of an immediate family member who requires the employee's care or for medical, dental, or other health care appointments. Approval of additional Family Illness days shall be limited to those absences where the treating physician verifies the serious health condition.

Immediate family members will be defined as spouse or domestic partner, child, foster child, step-child, parents, step-parents, grand-parents, siblings, or other family members residing in the employee's household. Eligible employees shall have the protections of the Family and Medical Leave Act (FMLA).

2. Personal Leave:

Employees that receive personal days will receive three (3) days 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 OR at the discretion of the building supervisor or Administrator.

- a. None of said personal business or personal leave days shall be approved:

When both are scheduled immediately before or after a weekend during the final six weeks of the school year

On the day before or the day following a vacation period

Or when the District has limited such leaves to fifteen (15) for any one day

The District can consider applications for leaves of absence on said days in cases of emergency to be granted at the discretion of the District.

- b. In the event an employee needs not more than one of the personal leave days provided for in conjunction with the personal business day provided for, 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 leave.
- c. Applications for personal and/or business leaves shall be requested by the employee at least 7 calendar days in advance, unless of an emergent nature.
- d. The District shall promptly either approve or deny each request and if denied, the District shall state the reasons therefore.
- e. Personal or business leave days are not cumulative from year to year.

3. Emergency Paid Leave

- a. Employees shall be granted up to 2 days of paid leave for "Emergency situations" and unforeseen events that require immediate attention of the employee.
- b. Employees who seek to use Emergency Leave for any emergency situation have the responsibility to contact their administrator and the Human Resources Office to enter the leave in the absence management system at the earliest possible opportunity, once the need for the leave is known.
- c. These days will be granted only if all other paid leave options are exhausted (including personal days).
- d. Employee shall provide documentation of emergency. (E.g. Tow/car repair bill if car breaks down, Service bill for plumbing issue)

4. Jury and Legal

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

5. Association

- a. Up to twenty (20) days shall be available for officers and/or the negotiations team of the WEA to attend conferences, conventions, or other activities of the local, state and national affiliated organizations without loss of pay. Additional days may be allotted for officers and/or the negotiations team of the WEA as necessary with the WEA paying the cost of a substitute.
- b. All approved use of association leave shall be through discussion of the HR director and WEA president to determine acceptable usage.

6. Bereavement

- a. Employees may apply for personal leave in case of death of a member of the immediate family (spouse, common law spouse, fiancé, parent or guardian, stepparent, brother, sister, stepbrother, stepsister, child, foster child, stepchild, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law and grandparent or grandparent-in-law.) The employee will be granted leave without loss of pay for as many days, not to exceed five (5) as may be necessary and the request will be made in writing and response shall be returned to the employee in writing. An additional five (5) days may be granted in the event of the death of a spouse or child or parent of the employee as may be necessary.
- b. In case of a funeral of any other relative or person of unusually close relationship, the employee will be granted up to one full day with pay. Additional time may be taken upon the approval of the Associate Superintendent, Division of Human Resources Management, minus the cost of a substitute.

7. Professional Leave

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

Article V: Extended Leave 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. An employee on extended leave shall retain their existing seniority rights for the duration of the approved leave.

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

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

Leave for Health and Family Responsibility

- a. Extended leaves without pay may be granted upon the request of the employee who has exhausted all paid leave for the following reasons: personal health or disability, illness or death of a member of the immediate family or childcare. In the event that this leave is taken for the employee's own personal health or disability, once the employee is released from a physician's care, the employee will need to submit a request to return to work or apply for another applicable leave option. An employee may request an extension of such leave for up to one additional year. The duration of the leave may be dictated by the District to meet the educational needs of students.

Public Office and/or Association Office

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

Education Improvement

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

Returning from Leave of Absence

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

Termination of Leave

- a. If an employee while on an extended leave of absence becomes employed outside the Waterloo Community School District, the leave of absence will automatically be terminated

provided that part-time employment of the employee while on professional leave and carrying a full load shall be excluded.

Good Cause Leave

- a. An extended leave of absence without pay of up to one (1) year may, in the District's sole discretion, be granted for good cause. This leave will be limited to employees with more than five (5) years of service in the district.

Family Medical Leave

- a. The District complies with the Family and Medical Leave Act of 1993 (FMLA), as amended, 29 U.S.C. § 2601 et seq. Eligible employees may take up to 12 weeks of unpaid leave in a 12-month period for qualifying reasons. Paid leave, including accrued vacation or sick leave, will run concurrently with FMLA leave, as permitted by law and District policy."

Link Provided to the Family Medical Leave Act of 1993 (FMLA) included.

Parental Leave

- a. In recognition of the importance of family bonding and support, eligible employees shall be entitled to parental leave following the birth or adoption of a child.

Parental leave shall be granted for a period up to 10 nonconsecutive days following the birth or adoption of the child. During parental leave, employees shall pull from their allotted sick time.

The district may approve up to an additional 10 days with proper documentation by the non-birth giving parent in extreme or extenuating circumstances.

- Documentation may be requested.
- Available paid time off options can be used for these additional days. If no paid leave options are available, the time would be unpaid.
- This leave is not eligible for the Sick Leave Bank.
- This leave would run concurrently with FMLA if applied for and approved.

To be eligible for parental leave, employees must provide reasonable advance notice to their supervisor and submit appropriate documentation verifying the birth or adoption of the child. parental leave may be taken intermittently or continuously, as agreed upon by the employee and their supervisor, to facilitate the transition to parenthood and ensure the well-being of the employee and their family.

Article VI: Employee Work Year

Employees of the bargaining unit agree to a service year of 185 days. New employees or employees with previous teaching experience who are new to Waterloo agree to a service year of 188 days.

All employees with an initial license agree to participate in a two-year induction program in the District.

For initial license employees, they agree to participate in one after-school meeting each month as part of the mentoring and induction program.

Paid holidays as determined by the Calendar Committee.

The employer will include WEA members in the discussion around the organization of the District's calendar.

Article VII: Employee Hours

Work Week

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

Work Hours

The normal work day will consist of eight hours Monday through Thursday and seven and one-half (7 ½) hours on Friday. Included in these hours shall be a duty free lunch period, a minimum of thirty (30) minutes per day.

Monday and Tuesday - Staff are allowed to flex up to 30 minutes at either the beginning or end of the day, as long as student supervision is accounted for and a full eight (8) hours are worked

Wednesday and Thursday - Work hours are set at the discretion of the building administrator to allow for all-staff and building appropriate meetings.

On regular school days, all employees shall, in addition to their lunch period, have daily prep/break time of a minimum of forty-five (45) minutes at the elementary level or one class period at the secondary level during which they shall not be assigned to any other duties. Any employee not scheduled for forty-five (45) minutes at elementary level or one period at secondary level can make arrangements with the building administrator for the additional time equal to a total of the planning period. No more than one day a week of this protected time shall be used for building driven meetings.

The practice of using an employee as a substitute is undesirable. In those cases where regular substitutes are not available, employees may be assigned such duty as outlined in Class Coverage Compensation.

Class Coverage Compensation

In cases where substitutes are not available, employees who volunteer may be used as substitutes during their preparation time. In the absence of any volunteers, an employee may be assigned to serve as a substitute. Volunteers and assigned employees at the secondary level, who substitute for persons shall be paid twenty (20) dollars per class period covered. (Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible among the employees in said school.)

Building administration, or their designee, is required to develop a system for rotating substitute coverage to be followed when volunteers are not available.

At the elementary level, if students are taken from one class and divided amongst other classroom teachers when a substitute is unavailable, the cost of a substitute will be divided equally amongst the teachers receiving students. In the absence of volunteers, students will be divided amongst other classroom teachers on a rotating basis.

Exceptions

It shall be understood that in cases of emergency or extreme necessity, the administration shall reserve the right to make additional assignments on a temporary basis to meet the needs contingent upon the emergency conditions.

Conference Schedules

The weekly work schedule can be adjusted to accommodate an alternate conference schedule. All proposals for an alternate conference schedule shall be discussed by District and WEA leadership. The total time staff are expected to work should not exceed their regular work hours.

Article VIII: Safety

Safety Committee

A Safety Committee consisting of three (3) employees designated by the Association and three (3) members designated by the District shall hold meetings quarterly, or at such other intervals as may be agreed upon by the Committee.

- a. The function of the Safety Committee shall be to advise the school administration concerning safety and health matters. In the discharge of its function, the Safety Committee shall consider existing practices and rules relating to safety and health, formulate suggested changes in existing practices and rules, and recommend adoption of new practices and rules.
- b. The administration will receive and consider written recommendations with respect to safety ideas from the Safety Committee. Within thirty (30) days of receipt, the administration shall give a written reply to the Safety Committee regarding the disposition of their recommendation.

Article IX: Health

Nursing Mothers

"It shall be the employee's responsibility to notify the principal of the need to have coverage for necessary needs as a nursing mother as laid out in the Fair Labor Standards Act Guidelines."

Article X: Professional Development

Definitions

The Employer defines professional development training as training provided employees during the service year.

Professional Development Committee

- a. **Makeup:** The Committee shall have equal representation of administrators and teachers. Pursuant to Iowa Code § 284.4(1)(c), the District and Association mutually agree to assign, to the existing professional development ("PD") committee, the responsibility to appoint members of the existing PD committee to the educator quality committee or to authorize the existing PD committee to serve in an advisory capacity to the educator quality committee.

The Superintendent or his/her designee shall serve as chairperson.

- b. **Responsibility:** The Professional Development Task Force Committee shall be established to make recommendations to the office of the Superintendent or his/her designee on the general plan for the district's professional development as well as the utilization of Educator Quality ("TQ") funds. The District and Association recognize that teachers are necessary contributors to student and school success. Therefore, the recommendations for District-provided or sponsored in-service/professional development training/activities shall be collaboratively developed by the District and the Association.

Article XI: Seniority

Definition

One seniority list shall be maintained for the employees covered in this Article.

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

Seniority Provisions

Definition

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

Accrual of Seniority

Seniority will be retained and accrued during all leaves of absence up to and including one year duration. Time spent on leaves of absence over one year shall not accrue seniority.

Termination of Seniority

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

The employee voluntarily resigns.

The employee is discharged for cause, except for reduction in force layoff.

The employee is absent from work for three (3) or more school days without notifying the employee's principal or supervisor.

The employee is laid off for twenty-four (24) consecutive months.

The employee does not report to work within five (5) school days after the termination of an extended leave of absence.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be assigned by their respective representatives.

WATERLOO COMMUNITY SCHOOL DISTRICT
BOARD OF DIRECTORS



President



Chief Negotiator

WATERLOO EDUCATION ASSOCIATION



President



Chief Negotiator