COLLECTIVE BARGAINING AGREEMENT

By and Between

WALTHAM COMMUNITY CONSOLIDATED ELEMENTARY SCHOOL DISTRICT #185

And

WALTHAM FEDERATION OF TEACHERS, Local 604 IFT/AFT, AFL-CIO

> EFFECTIVE AUGUST 15, 2019 THROUGH AUGUST 14, 2024

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I – RECOGNITION AND COVERAGE. Section 1.1 – Recognition. Section 1.2 – Definition of Bargaining Unit. Section 1.3 – Negotiation Procedures.	2
ARTICLE II – BOARD'S RIGHTS. Section 2.1 – Management Rights. Section 2.2. Section 2.3. Section 2.4.	3 4
Section 3.5 – Access to Building Section 3.6 – Certification of Officers Section 3.7 – Copies of Agreement Section 3.8 – Newly Created Extracurricular Positions	44455
Section 4.2 – Grievance Procedure. Section 4.3 – Arbitration Procedures. Section 4.4 – Lapse of Time Limits. Section 4.5 – Definition of Days. Section 4.6 – Witness Compensation. Section 4.7 – Representation.	6 7 7 8
Coefficient CO D III CON CO	9

ARTICLE VI – SENIORITY	9
Section 6.1 – Definition of Seniority	9
Section 6.2 – Accumulation of Seniority on Leave	9
Section 6.3 – Termination of Seniority	9
Section 6.4 – Seniority List	10
•	
ARTICLE VII – WORKING CONDITIONS AND EMPLOYEE RIGHTS	. 10
Section 7.1 – School Year/Assignments	10
Section 7.2 – Regular School and Work Day Schedule	11
Section 7.3 – Teacher Duties	11
Section 7.4 – Lunch Period	11
Section 7.5 – Preparation Periods	11
Section 7.6 – After-School Events	11
Section 7.7 – Teaching/Military Credit	12
Section 7.8 – Staff Discipline	13
Section 7.9 – Additional Responsibilities	13
Section 7.10 – Personnel File	13
Section 7.11 – Bargaining Unit and Extra-Curricular Vacancies/Postings	14
Section 7.12 – Parent-Teacher Conferences	14
Section 7.13 – Early Dismissal Days	14
Section 7.14 – Outside Employment	15
Section 7.15 – Certification	15
Section 7.16 – Additional Services	15
Section 7.17 – School's Risk Management Team	15
Section 7.18 – Verbal Threats	16
Section 7.19 – Evaluation	16
Section 7.20 – Committee Work	16
ARTICLE VIII – LEAVES OF ABSENCE	17
Section 8.1 – Sick Leave/Personal Leave	17
Section 8.2 – Failure to Return From Leave	18
Section 8.3 – General Leave of Absence Procedures	18
01.11.10	19
- FMLA Leave	20
Section 8.4 – Insurance on Leave	20
Section 8.5 – Jury Duty Leave	20
Section 8.6 – Education/Conference Leave	20
Section 8.7 – Funeral/Bereavement Leave	21
ARTICLE IX – WAGES AND BENEFITS	21
Section 9.1 – Appendix A/Salary Schedules(s)	21
Section 9.2 – Appendix B/Extra-Curricular Compensation Schedule(s)	21
Section 9.3 – Mileage Reimbursement	21
Section 9.4 – End of Service	21
	22

Section 9.6 – Reimbursements, Requirements and Longevity	22
Section 9.7 – Hospitalization/Medical Insurance	23
Section 9.7.1 – Cost Containment	24
Section 9.8 – Life Insurance	25
Section 9.9 – Internal Substitution Pay	25
Section 9.10 – Movement on Salary Schedule	25
Section 9.11 – Voluntary Retirement Incentive	26
Section 9.12 – Bonus Pay	28
Section 9.13 – National Board Certification Bonus	28
Section 9.14 – Classroom Preparation/Breakdown Stipend	30
ARTICLE X – TECHNICAL CLAUSES	30
Section 10.1 – Savings Clause	30
Section 10.2 – Effective Date	30
Section 10.3 – Duration	30
Section 10.4 – Complete Understanding	30
ARTICLE XI – DURATION	31
Section 11.1 – Termination Effect	31
Appendix A2019-20, 2020-21, 2021-22, 2022-23, 2023-24 salary schedul Appendix BExtra-Curricular Activities Compensation Schedule	es

PREAMBLE

This Agreement is made and entered into this 21st day of August, 2019, by and between the BOARD OF EDUCATION OF WALTHAM ELEMENTARY SCHOOL DISTRICT NO 185, LaSalle County, Illinois, hereinafter referred to as the "Board" and the ILLINOIS FEDERATION OF TEACHERS, AMERICAN FEDERATION OF TEACHERS, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I - RECOGNITION AND COVEREAGE

Section 1.1 - Recognition

In compliance with the Certification of Representative issued by the Illinois Education Labor Relations Board in Case No. 94-RC-0021-C, the Board recognizes the Union as the sole and exclusive representative of the Board's employees in the bargaining unit described in Section 1.2 of this Agreement for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 1.2 - Definition of Bargaining Unit

In accordance with the aforesaid Certification of Representative, the provisions of this Agreement shall cover and be applicable to only those employees in the bargaining unit described and limited as follows:

All full-time and regular part-time certificated employees who work fifty percent (50%) time or more each year excluding Superintendent, Principal, supervisors, confidential employees, craft employees, classified employees, short-term employees, student employees, and managers as defined in the IELRA.

Section 1.3 - Negotiation Procedures

The Board and Union have the authority and duty to meet at reasonable times and confer in good faith in order to execute a written contract incorporating any agreement reached by the parties.

All requests for communication with the Board shall be channeled through the Superintendent or designated representative, and requests to the Union shall be made to the President of the Union or designated representative.

Negotiations are not to begin before the February prior to the expiration date of the contract. Facts, options, and proposals may be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement on items. All tentatively agreed upon materials shall be prepared by the Board and the Union and initialed at the meeting following agreement.

When the Board and the Union reach tentative agreement on all matters, the items will be reduced to writing and shall be submitted to the members of the Union for ratification and then to the Board for approval.

ARTICLE II - BOARD'S RIGHTS

Section 2.1 - Management Rights

Except as specifically limited by the express provisions of this Agreement, the Board retains all traditional rights to manage and direct the affairs of Waltham Elementary School in all respects and to manage and direct its employees and to make and implement decisions with respect to the operation and management of Waltham Elementary School. The authority and powers of the Board as prescribed by the Statutes and Constitution of the State of Illinois and the United States shall continue unaffected by this Agreement except as limited by the provisions of this Agreement, and then only to the extent that such authority and powers are delegable. These Board rights include the following:

To plan, direct, control and determine all the operations and services of Waltham Elementary School; to determine Waltham Elementary School's mission, objectives, policies and budget and to determine and set all standards of service offered to the public; to supervise and direct employees and their activities as related to the conduct of Waltham Elementary School's affairs; to schedule and assign work; establish work and productivity standards and, from time to time, to change those standards; to lay off or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means organization and number of personnel by which such operations and services shall be made or purchased; to make and enforce reasonable rules and regulations; to discipline and suspend employees; to discharge non-probationary employees for just cause (probationary employees consistent with statutory guidelines) to change, relocate, modify or eliminate existing programs, services, methods, equipment or facilities; to establish or modify curriculum and/or courses of instruction, including special programs, and athletic, recreational and social events for students; to hire all employees and, subject to provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to evaluate and transfer all such employees; to determine assignments, academic calendar, class schedules, class size, nonclassroom assignments, the hours and places of instruction, policies on student examinations, and the duties, responsibilities, and assignment of those in the bargaining unit.

Section 2.2

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, and regulations in furtherance thereof, shall be limited by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

Section 2.3

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

Section 2.4

The Union or the IFT Union Representative, regardless if such person is an employee, shall not conduct Union business or other non-school related business during work hours that would interfere with an employee's duties and obligations to the district.

ARTICLE III - UNION RIGHTS AND RESPONSIBILITIES

Section 3.1 - Payroll Deduction

Upon written request of a certified staff member who has chosen to join the Union, the Board shall deduct Union membership dues in an amount certified annually to the Board by the Union. Once made, the certified staff member's request shall continue until revoked, in writing, to the Union and the Employer. The board shall remit the deducted dues to the Union within ten (10) days following the payroll deduction.

The District shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with terms under which an employee voluntarily authorized said deduction, or as allowed by law. Dues revocations are processed by the Union. In the event that an employee revokes his or her dues in accordance with their terms in which he or she authorized the dues deductions, or as allowed by law, the Union will notify the employer. The District agrees to remit these dues and/or fees to the Union once each month that dues/fees are deducted. A list of teachers for whom deductions have been made and the amount of each deduction shall accompany the first remission. Any changes in personnel from the list previously furnished shall be submitted to the Union within five (5) workdays.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice certification, affidavit, or assignment furnished by the Union under any such provisions.

Section 3.2 - Union Leave

The Union shall be granted two (2) days of Union leave to attend state conventions and/or workshops sponsored by the Union or attend to Union business. The Union shall reimburse the Board for the amount of substitute wages for that school day. Certified staff members must use this leave in a full-day increment. The Union shall submit a written request to the Superintendent for such purposes three (3) days prior to the involved school day.

Section 3.3 - Use of Board Facilities/Equipment/Supplies

The Union may, by pre-arrangement with the Superintendent, use District buildings for meetings provided that such meetings shall be held when school is not in session and provided such meetings do not interfere with the instructional and/or extracurricular programs of the District. No employee shall attend a Union meeting that will conflict with his/her individual job responsibilities with the District. The Union's use of District facilities shall be governed by established Board policy. Furthermore, the Union may, upon request, be allowed use of Board equipment not located in the administrative offices after regularly scheduled work hours. The Union shall reimburse the Board for the incurred expenses (i.e., paper, expendable supplies and phone calls). The District's facilities, equipment, and supplies shall not be used for political purposes, to produce materials reflecting upon the Board or any of its employees or during a strike by the employees.

Section 3.4 - Use of Mailboxes

An authorized representative of the Union shall have the right to place announcements and other materials in the faculty mailboxes. Notices and announcements shall not contain anything reflecting upon the Board or any of its employees. Copies of such materials and notices shall be given to the Superintendent.

Section 3.5 - Access to Building

Sufficient keys, Key Fob and building security codes for teachers assigned at that building shall be available so that certified staff members shall not be denied access for school business.

Section 3.6 - Certification of Officers

The Union shall certify in writing to the Board the names of the Union officers.

Section 3.7 - Copies of Agreement

Within thirty (30) days of ratification of the Agreement, the Board shall prepare and make available to each bargaining unit member an electronic copy of the Agreement. The Board and the Union shall share the cost of copying additional contracts equally.

Section 3.8 - Newly Created Extracurricular Positions

If a newly created position is added to Appendix B during the term of the Agreement, the stipend amount and creation of that position shall be instituted by the Board of Education immediately, but the stipend will be negotiated at the time of the next Agreement. Newly created positions shall be posted in accordance with Section 7.11.

Section 3.9 – Union/Management Meetings

The Superintendent or his/her designee, upon request of either party, shall meet once a month during the months of September through May with representatives of the Union at mutually agreed upon times to discuss matters relating to the implementation of this Agreement. Proposed changes in existing policies and procedures and new policies and procedures may be subjects for discussion at such meetings. Either party initiating a Union-Management meeting shall submit a request in writing along with an agenda five days prior. Pending grievances shall not be discussed at such meetings, and discussions at the meetings shall not constitute negotiations.

Section 3.10 - FOIA Requests

The Union shall be notified within three (3) workdays of the District's receipt of a FOIA request that asks for information about any bargaining unit member, including, but not limited to, names, email addresses, any part of a home address, or list of members of the union, dues payers, or non-members.

ARTICLE IV - CONTRACT GRIEVANCE PROCEDURE

Section 4.1 - Definition of Grievance

A grievance is defined as a complaint that there has been a violation or misinterpretation, or a dispute concerning the application of any of the provisions of this Agreement.

Section 4.2 - Grievance Procedure

All grievances as defined above, shall be presented and processed at the various steps and within the time limits hereinafter set forth in an earnest effort to settle such grievance at the earliest possible step.

Step 1: All parties are encouraged to discuss any dispute arising between them under this Agreement prior to the filing of a formal grievance in an effort to resolve this issue. A grievance shall be presented in

writing to the Superintendent by the aggrieved employee and/or the Union within ten (10) days of the date of the event first giving rise to the claim of the grievance or within ten (10) days of the date one could have reasonably become aware of the event. The written grievance shall identify the facts giving rise to the grievance, identify all contract provisions which it is claimed were violated and identify the relief requested. The Superintendent shall give his response along with his/her reasons to the grievant within ten (10) days after the date on which the grievance was first presented to him. The solution offered by the Superintendent, if accepted, shall settle the grievance.

Step 2: If the Superintendent's answer at Step 1 is considered unsatisfactory, the grievance shall, within ten (10) days after the day on which the Superintendent gave his response, at the grievant's and/or the Union's written request, be submitted to the Board of Education for its review at the next regularly scheduled Board meeting. The Board of Education shall return its written response along with its reasons to the grievant, and copy to the Union's representative within ten (10) days after the meeting.

Section 4.3 - Arbitration Procedures

In the event a grievance is not resolved at Step 2 of Section 4.2 of this Agreement, the Union may, within fifteen (15) days of the Board's Step 2, appeal the grievance to arbitration and the following shall apply:

- A. <u>Selection of Arbitrators:</u> Within five (5) days after the Union's request to submit the matter to arbitration, the Union and the Board shall attempt to select, by mutual agreement, an impartial arbitrator. If the parties cannot agree upon an impartial arbitrator within said five (5) days, the Union shall request the Federal Mediation and Conciliation Service (FMCS) to furnish the parties with a panel of seven (7) arbitrators. These arbitrators shall belong to the National Academy of Arbitrators. The Union shall strike out the first of the submitted names; then the Board and the Union shall alternate thereafter until the person whose name remains shall be the impartial arbitrator.
- B. <u>Expenses:</u> The expense of the arbitrator shall be borne equally by the Board and the Union. If a transcript is ordered by one party, that party shall pay the cost of the transcript and the court reporter. If the arbitrator requests a transcript, the cost of the transcript and court reporter fees shall be divided equally.
- C. <u>Award:</u> The arbitrator's award shall be consistent with this Agreement, cover the issues in dispute, shall be in writing, shall state the arbitrator's

reasons for his award, and shall be served upon all parties to the proceeding or their counsel by registered or certified mail. Arbitration is limited solely and simply to interpretation and implementation of the terms of the Agreement. The arbitrator shall not have the power to add to, subtract from, alter, or modify in any way, any of the terms or conditions of the Agreement.

The decision of the arbitrator shall be final and binding upon the Board, the Union and the certified staff unless appealed.

Section 4.4 - Lapse of Time Limits

If a grievance is not appealed to the next step within the specified time limit or any mutually agreed upon extension, in writing, it shall be considered settled on the basis of the Board's last answer. If the Board does not answer a grievance or an appeal within the specified time limit, it shall automatically proceed to the next step.

Section 4.5 - Definition of Days

Days, for the purpose of this Article, shall be construed to mean days when school is in session.

Section 4.6 - Witness Compensation

The Board shall excuse certified staff members without loss of pay for the time spent as witnesses at the request of claimant, employees or the Union; however, the Union shall reimburse the District the cost of the substitute. Union business and preparation of grievances shall not be conducted during working hours, (i.e., preparation periods or student contact time).

Section 4.7 - Representation

Nothing in the grievance procedure shall limit the rights or representation of the grievant in the proceedings.

Section 4.8 - Disclosure

Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.

ARTICLE V - NO STRIKE

Section 5.1 - No Strike

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slow down, sit down, residential picketing concerted stoppage of work or any other intentional interruption or disruption of the operations of Waltham Elementary School District No. 185. The failure to confer a penalty in any instance where there is a violation of this provision is not a waiver of such right to any other instance nor is it a precedent. The Union and its officers and representatives will cooperate with the Board in taking whatever affirmative action is necessary to direct and urge any employee who violates this Article to return to work.

Section 5.2 - Revocation of No Strike Clause

Failure of the parties to reach an agreement after the expiration of this Agreement or during a reopener shall revoke Section 5.1 until such agreement is reached.

ARTICLE VI - SENIORITY

Section 6.1 - Definition of Seniority

Seniority shall be defined as the length of continuous service in the School District. Upon employment, each certified staff member shall receive a seniority date which shall be the date of the first day of actual work for the District. If two (2) or more certified staff members have the same seniority date, the first seniority tie-breaker shall be the date on which the Board adopts a motion to hire the individual and if still tied, seniority shall be determined by lot and shall be witnessed by a Union representative. Part-time teachers shall accrue seniority on a pro rata basis in accordance with their percentage of full-time employment.

Section 6.2 - Accumulation of Seniority on Leave

Seniority shall not accrue during a leave of absence in excess of ninety (90) school days.

Section 6.3 - Termination of Seniority

A certified staff member's continuous service shall be broken, and his seniority shall cease, and his employment shall be terminated upon:

- voluntary quitting;
- b. discharge for cause;
- c. failure to return from an approved leave of absence on the scheduled date unless an extension of such leave has been approved by the Board or unless extenuating circumstances prohibited the certified staff from returning:
- d. being laid off for a period in excess of one (1) calendar year as defined in the Illinois School Code;
- e. acceptance of full-time employment by another School District/Employer.

Section 6.4 - Seniority List

A copy of the seniority list shall be provided to the Union President at least 75 days prior to the end of the school term of each school year. The names shall be listed in order of district and departmental seniority, if applicable, along with the date of the employee's first day of work, the date the Board took action on his/her employment and the total number of years of service.

Section 6.5 – Layoff and Recall

District 185 shall conduct layoff and recall in accordance with the Illinois School Code. (105 ILCS 5/24-12).

ARTICLE VII - WORKING CONDITIONS AND EMPLOYEE RIGHTS

Section 7.1 - School Year/Assignments

The work year shall be no longer than one hundred seventy-six (176) days of student attendance plus four (4) institute days totaling one hundred eighty (180) school days. The school calendar shall total one hundred eighty-five (185) days. All tentative teaching assignments shall be made by June 30 for the following school year. No later than August 1, each certified staff member shall receive written confirmation of their final teaching and room assignment, barring extenuating circumstances such as, late resignation.

Prior to the adoption of the following year's calendar by the Board, the Superintendent will make available to the teachers a copy of the proposed calendar at least two (2) weeks prior to the adoption of a calendar by the Board for the teachers' review and suggestions concerning same.

Note: No contract language change – but parties agree to combine parent-teacher and calendar committees.

Section 7.2 - Regular School and Work Day Schedule

The teacher workday at the North and South buildings will be seven (7) hours and thirty (30) minutes. The teacher workday shall be twenty-five (25) minutes longer than the student school day. Teachers shall arrive no later than 15 minutes prior to the start of the student school day and may leave ten (10) minutes after the end of the student school day, unless an emergency arises which requires the staff to supervise students beyond that time. With the approval of the Superintendent, staff members may be

granted permission to leave prior to the end of the school day. The workday shall also include duty free lunch and planning periods.

Section 7.3 - Teacher Duties

In addition to teaching responsibilities, certified staff may be required to perform playground and recess duties, and bus duty on field trips. Teachers shall also perform such other activities associated with their customary professional duties including consultations, individual parent conferences, curriculum night and staff meetings (other than on an early dismissal day) which shall not exceed four (4) hours a month. Certified staff shall not be required to perform bus or lunch duties other than on field trips.

Section 7.4 - Lunch Period

Each certified staff member shall be given a duty-free lunch period consistent with the Illinois School Code.

Section 7.5 - Preparation Periods

Each full-time certified staff member shall be guaranteed at least two hundred twenty (220) minutes of preparation time during student attendance time each regularly scheduled school week while students are in attendance. This amount shall be prorated for weeks in which there are less than five (5) days of student attendance (e.g., if there are four student attendance days, preparation time for the week shall be one hundred seventy six (176).

Part-time certified staff shall have preparation time as determined by the administration and prorated proportionately to the time spent in the District. Example: A teacher hired at fifty percent (50%) time shall receive a minimum of one hundred ten (110) minutes of preparation time each regularly scheduled school week while students are in attendance.

Section 7.6 - After-School Events

All full-time certified staff shall attend the three (3) following events per school year which are scheduled outside the regularly scheduled school day.

- 1) Curriculum Night
- 2) Winter Program
- 3) Graduation

Certified staff will be excused from one of the three (3) mandatory events in the event that it conflicts with a family event of the certified staff member's family and the Superintendent consents to such absence (which shall not be unreasonably withheld).

The certified staff member shall give notification of that conflict at least three (3) working days in advance of the event.

Full-time certified staff are encouraged to attend two (2) of the following events per school year excluding those activities for which the staff member is a sponsor.

Awards Night
Scholastic Bowl
Community-related social/recreational activities
PTCC functions
Math Contests
School Musicals/Concerts
School Sporting Events
School-related social/recreational activities
School/community-related committee meetings
School banquets
Art Show
Science Fair

Section 7.7 - Teaching/Military Credit

At the time of initial employment in the District, each teacher shall be placed on the salary schedule at the appropriate step representing teaching experience subject to the following:

- A. Said teacher may receive credit for all prior years of full-time teaching experience not to exceed a total of six (6) years; and,
- B. Where such teacher has more than six (6) years of prior, full-time teaching experience, the Board may place said teacher at such experience step on the schedule as it deems necessary and appropriate (not to exceed actual total of full-time teaching years of experience).

Each teacher shall be placed on the salary schedule at the appropriate lane representing their educational attainment consistent with the language set forth in this Section.

In addition, a maximum of two (2) years shall be allowed each new teacher for active military service as determined appropriate by the Board.

Section 7.8 - Staff Discipline

Should the employee be required to meet with the Superintendent, Principal or the Board regarding a matter which may result in disciplinary action, he/she shall be notified, in writing, of the reasons for the meeting. The employee may request a union representative to be present; however, no such meeting shall be postponed for more

than forty-eight (48) hours due to the inability of the union representative to be present. Discipline shall include but not be limited to oral or written warning, suspension or discharge. This shall not apply to regular evaluation conferences unless the conference leads to discipline. Non-probationary employees shall only be discharged for just cause.

Section 7.9 - Additional Responsibilities

Extra-curricular positions shall be offered to certified staff members, but the District reserves the right to select non-bargaining unit members for positions if, as determined by the District, the non-bargaining unit candidate is more qualified for the position or the certified staff member's classroom performance has been rated less than proficient.__ The District shall first seek volunteers to fill extra-curricular supervisor positions (i.e., ticket taking, chaperons, basketball supervision). If no one volunteers, then any staff member required to perform these positions shall be compensated at the rate of ten dollars (\$10.00) per hour.

Compensation of seventy-five dollars (\$75.00) per subject per grade level shall be paid to those certified staff members responsible for reporting annual ISAT and/or achievement tests results. As a result of doing an item analysis of ISAT and/or achievement tests, teachers will submit to the administration a written school improvement plan, and analysis of test results.

Job descriptions shall be developed for all extra-curricular positions and the salaries shall be reflected on Appendix B.

Section 7.10 - Personnel File

The certified staff member shall have the right, upon request and at reasonable times, to review the contents of his/her personnel file except for documents not subject to inspection under the Illinois Personnel Records Review Act and other applicable laws. Only one (1) official file shall be kept for each certified staff member unless required by law. A copy of formal written evaluations shall be placed in the certified staff member's official personnel file. Upon request, a single copy of this file shall be provided within a reasonable time to the certified staff member once a year at no cost.

Section 7.11 - Bargaining Unit and Extra-Curricular Vacancies/Postings

All vacancies during the school year in bargaining unit and extra-curricular positions shall be posted in the teachers' room for five (5) days prior to posting the vacancy externally.

If a vacancy occurs during the summer, notice of the vacancy shall be dated and sent to all current certified staff by email or other means of electronic communication. The Board shall not fill the vacancy until five calendar days after the notice is electronically sent. If a resignation occurs less than five days prior to the first day of school, the board is not required to post this opening.

Section 7.12 - Parent-Teacher Conferences

A parent-teacher conference committee shall be created to develop the formal structure of the annual conference. The Committee shall be comprised of five (5) persons: the District Superintendent; Principal; and three (3) Teachers appointed by the Union, one (1) from the Junior High, one (1) from primary (K-2); and one (1) from intermediate grades. The Committee shall convene annually within thirty (30) days following the parent teacher conference and meet regularly until an agreement is reached. For the 2014-2015 school year, the Committee shall initially meet no later than September 30, 2014. Committee agreements shall be by unanimous consent. The agreement reached by the Committee is final.

Parent-teacher conferences shall not exceed nine (9) total hours to be scheduled by the parent-teacher conference committee subject to applicable state law.

Individual Teachers shall have the right to leave after completing all scheduled conferences.

The District shall make every effort not to schedule meetings during the weeks of parent-teacher conferences.

Section 7.13 - Early Dismissal Days

There shall be an early dismissal day at 11:30 a.m. one time per month. This time shall be used for staff professional development to be determined by the Administration.

There shall be a one-hour early dismissal during the weeks of Thanksgiving, Christmas and Spring Break each year. On inclement weather days, teachers will be dismissed based on the severity of the weather as determined by the Administration.

It is the intent of the parties to avoid meetings before and after school where possible.

Section 7.14 - Outside Employment

Full-time employees shall treat their work at Waltham Elementary School District No. 185 as their primary employment.

Section 7.15 - Certification

If a teacher fails to remain certified under Illinois law, then the teacher's employment with the District shall automatically terminate and all benefits shall cease.

Section 7.16 - Additional Services

Due to Illinois and/or federal law the District may be required to provide educational services to students outside the regular school year and school day. Any teacher volunteering to perform these additional duties will be compensated on a per diem basis, or an hourly basis, whichever is applicable. The per diem or per hour amount shall be based on the employee's base salary in effect for the school year in which the duties are performed.

Section 7.17- School's Risk Management Committee

All members of the school staff are members of the school's Risk Management Committee and have a responsibility to help prevent accidents and damage to school property. Injuries to people and damage to property can be minimized if all members of the school would take time, while here at school to report any of the following:

- 1) Any defects or deficiencies in machines, i.e., computers, typewriters, copiers, telephone, etc.;
- 2) The existence of any potholes in the parking lots or in the asphalt walkways;
- 3) Any problems with stairs, carpeting, and tiles;
- 4) Any ice or debris on walk area;
- 5) Any unsafe or broken chairs or furniture;
- 6) Any damage to safety signs or devices; and
- 7) Any activities by students, staff, or faculty, which might cause damage.
- 8) Take necessary and reasonable life safety precautions to protect self, students, fellow employees, and visitors.
- 9) Take necessary and reasonable physical property safety precautions to protect equipment, materials, and facilities.
- 10) Observe and report hazardous physical conditions endangering persons and property.
- 11) Observe and report unauthorized persons or suspicious property on school property.

Please report any problems to the Superintendent.

- The Board to provide a form for the employees to use in this regard.
- Employees to submit form, as appropriate.
- Employees shall be available for clarification.
- Board to hold employees harmless for actions or omissions, in this regard, so long as the employee is acting within the scope of his/her employment.

Section 7.18 – Verbal Threats

Any verbal threats from parents or students toward teachers or school personnel may result in a call to the proper authorities as determined by the Administration as soon as practicable.

Section 7.19 – Evaluation

The District shall conduct Teacher evaluations in accordance with the Illinois School Code (105 ILCS 5/24A) and Title 23 of the Illinois Administrative Code Part 50 – Evaluation of Certified Employees.

Section 7.20 – Committee Work

Newly created committees and vacancies on committees shall be posted in accordance with Section 7.11. Interested teachers shall apply in writing (email is acceptable). The Administration shall have final approval over who is selected for a committee, taking into consideration the applicant's skills, and background, the number of committees on which the applicant already participates, and the time commitment associated with those committees. Recognizing that classroom instruction and curriculum development are the teachers' primary focus, and that new teachers undergo an acclimation period, it is recommended that committee work for first and second year teachers shall be limited during their first two years at the District.

ARTICLE VIII - LEAVES OF ABSENCE

Section 8.1 - Sick Leave/Personal Leave

All certified staff subject to this Agreement shall receive thirteen (13) sick leave days each school year plus two (2) personal leave days. Sick leave days shall accumulate to three hundred forty (340) days. This cap (340 days) is a "soft cap," meaning a teacher with 340 days banked may still have access to and utilize his/her annual allotment of

thirteen (13) days in a given year, but may not carry over any unused days over and above 340.

At the certified staff member's option, unused personal leave days may accumulate as unused sick leave days or personal days, to a total of four, or may be compensated at the current substitute pay.

All certified staff shall receive notification during the month of September of the number of accumulated sick leave days. Certified staff on sick leave shall not be responsible for securing substitute teachers in their absence.

- A. <u>Sick Leave</u>: Sick leave is defined as leave of absence from work due to personal illness of the certified staff, doctor's appointments, quarantine at home, or serious illness or death in the immediate family or household, and birth, adoption or placement for adoption. For purposes of this definition, immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, corresponding in-laws, step children, step parents and legal guardians. Certified staff may use these days without loss of pay.
- B. <u>Personal Leave:</u> Certified staff members may use their personal leave days for personal business. The use of personal days is subject to the following conditions:
 - 1. Written notice shall be given to the Superintendent three (3) calendar days prior to leave being taken, except in cases of emergency when notice shall be given as soon as possible before the leave.
 - 2. Personal leave shall not be used in increments of less than one (1) day at a time unless a substitute can be found for a half (1/2) day request.
 - 3. Personal leave shall not be allowed the day immediately before or after a holiday or scheduled vacation. In a case of emergency, personal leave may be granted on these days upon approval of the Superintendent. In a case involving special circumstances, the employee shall provide two weeks advance notice to the Superintendent who shall then respond to the employee within three (3) days as to whether the personal leave is approved for these days.
 - 4. No more than two (2) employees may use personal leave on a given day.

Consistent with <u>Illinois School Code</u>, the Board reserves the right to request that a physician certify the employee as incapacitated and, therefore, unable to perform his or her usual or ordinary duties. Receipt of such a certificate is a pre-condition to further use of accumulated sick days by the employee, if so requested. Furthermore, if the employee who has been ill is unable to perform the usual or ordinary work duties, the employer may request that the employee obtain a doctor's statement stating that the employee is able to return to work and perform his or her usual and customary duties before the employee is allowed to return to work. In either instance and if so requested, the employer must pay for this exam. This section does not absolve the Board of its responsibility to provide a reasonable accommodation to an employee if required by law.

Section 8.2 - Failure to Return From Leave

Failure to return from a leave of absence within two (2) working days after the expiration date therefrom shall be cause for immediate discharge with loss of all benefits and rights accrued pursuant to the terms of this Agreement provided that the Superintendent notifies the certified staff member, in writing, by certified mail two (2) weeks prior to the expiration of the leave of the date that he/she is scheduled to return from his/her leave of absence. The provisions contained herein shall not apply in cases where it was impossible for the employee to return and evidence of such is provided employer within two (2) working days after the expiration of such leave of absence or as soon as practical.

Section 8.3 - General Leave of Absence Procedures

Leaves of absence for purposes other than those otherwise provided in this Agreement may be obtained by application to the Board. The certified staff member requesting the leave of absence shall submit an application to the Superintendent stating his intent, the reasons for the request, and the anticipated dates for the commencement and duration of the leave.

Upon receipt of the written application for leave, the Superintendent shall submit the application to the Board for its review. Thereafter, the Board may schedule a hearing, at its discretion, on the certified staff member's request for leave. The Board, in its discretion shall determine whether the requested leave shall be granted; furthermore, should such leave be granted, the Superintendent and Teacher shall determine the terms and conditions governing the certified staff member's return from such leave within the scope of what the Board has authorized.

All applications for leaves of absence shall be submitted where possible at least ninety (90) calendar days before the desired commencement date of the leave. Likewise, applications for return from leave of absence shall be submitted to the Superintendent

at least ninety (90) calendar days prior to the end of the school year preceding the expected return.

Certified staff returning from approved leave of absence shall be placed on the salary schedule at their prior position unless the certified staff member worked more than ninety (90) school days in the school year in which the leave began, in which event the certified staff member shall be credited with an additional year's experience.

Child Care Leave

Child care leave shall be defined as a leave granted for maternity, paternity, foster, or adoptive parenthood. It is understood that foster parenthood will apply to cases involving children under the age of ten (10) years.

A teacher covered by this Agreement shall be permitted a leave of absence without compensation, without loss of tenure, or position on the salary schedule under the following conditions:

- 1. If a child care leave is desired, the teacher shall arrange for a meeting with the building principal at least 120 calendar days prior to the anticipated leave. The purpose of this meeting shall be to work out the period of such leave subject to the provisions of this section. In the case of foster or adoptive parenthood, notification of anticipation of a leave shall be given to the building principal at the time the teacher has been notified of eligibility. Such notification of anticipated leave shall be placed on file with the Human Resources Office for a period of one year and renewable each succeeding year.
- 2. In order to preserve continuity of instruction, it is agreed that a child care leave shall, if at all possible, begin and/or end at a natural break in the quarter or semester. Notification of a teacher's intent to return shall be given to the Superintendent of Schools, or his/her designee, at least sixty (60) calendar days prior to the date his/her leave expires.
- 3. A child care leave shall not exceed one year, unless mutually extended. A request for extension of a child care leave shall be submitted to the Superintendent of Schools, or his/her designee, at least sixty (60) calendar days prior to the expiration date of the leave.
- 4. Upon returning from child care leave, a teacher shall be placed in the position he/she held at the time the leave commenced, if such position still exists, or a position for which he/she is qualified.

FMLA Leave (Family and Medical Leave Act):

Certified staff may at the discretion of the Board be granted consecutive or intermittent unpaid family or medical leave for birth of a child, adoption of a child, serious personal illness or to care for a son, daughter, step child, spouse, or parents of the certified staff who has a serious health condition.

Section 8.4 - Insurance on Leave

If a certified staff member:

- 1) is granted medical leave of absence by the Board,
- 2) the staff member continues as a member of the District's group medical insurance plan, and
- 3) the leave of absence is for less than four (4) months,

then the Board will continue the same payment arrangement regarding the medical insurance premium of that employee during that leave of absence that other employees receive.

If the District had not been paying for that employee's insurance, or if the leave of absence is for four (4) months or more, and all contractual accumulated paid leave (sick or personal) has been exhausted, the certified staff member shall pay the full cost of the insurance premium.

Section 8.5 - Jury Duty Leave

No certified staff member shall suffer loss of pay or benefits due to the loss of time at work caused by serving on jury duty; such staff member refunds to the Board the amount received as payment for such service.

Section 8.6 - Education/Conference Leave

Certified staff may be released, without loss of pay, to attend education meetings or conferences related to improvement of the education program upon approval by the Superintendent. The Board shall pay all necessary fees, including mileage from the school to/and from the conference location, at the current IRS rate, arising from staff attendance of approved education meetings or conferences.

Section 8.7 - Funeral/Bereavement Leave

Each certified staff member shall be granted funeral/bereavement leave of up to three (3) days per year in the immediate family. This does not preclude a staff member from using additional days under the sick leave provision. This leave shall be paid leave.

For purposes of this Section, immediate family shall be defined as: parents, spouse, brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step children, step parents, great grandparents, children-in-law, and legal guardians.

ARTICLE IX - WAGES AND BENEFITS

Section 9.1 - Appendices A/Salary Schedule(s)

All full-time certified staff members shall be paid salaries in accordance with the appropriate Appendix attached for that year. Part-time certified staff members shall be paid pursuant to these Appendices on a prorated basis commensurate with the percentage of time for which they are under contract as compared to full-time certified staff. All salaries reflected on the Salary Schedules do not reflect the percentage paid Teachers Retirement contributions paid by the Board on behalf of each certified staff member (see Board-paid percentages on schedules). No compensation shall be paid under this contract which results in the Board being liable to TRS for a penalty under the terms of Public Act 94-004 (relating to increases in creditable earnings greater than 6%).

Section 9.2 - Appendix B/Extra-Curricular Compensation Schedule(s)

Certified staff retained by the Board for assignment to extra-curricular activities shall be compensated pursuant to the provisions of Appendix B attached. This compensation shall be paid in two (2) equal payments. The first shall be distributed at the mid-point of the activity and second payment at the conclusion of the activity.

Section 9.3 - Mileage Reimbursement

Certified staff who are required to use their personal automobiles for school business when authorized by the Superintendent shall be reimbursed at the current IRS rate for all mileage incurred. All mileage shall be paid from the shortest distance between school or home and to/and from the location.

Section 9.4 - End of Service

Any balance in an employee's contractual salary due to an employee not returning to the District by reason of retirement or whose employment is terminated shall be paid on the next pay period following last regular duty day.

Section 9.5 - Pay Periods and Pay Day

All certified staff shall have the option to receive their salary in eighteen (18) or twenty-four (24) pay periods. Payroll checks shall be regularly issued on the first and the fifteenth of each month. In the event that a scheduled payday falls on the weekend or a holiday, the payday shall be the preceding business day.

Section 9.6 - Reimbursements, Requirements and Longevity

With approval as required in Section 9.11, teachers shall be reimbursed by the Board eighty dollars (\$80.00) for each undergraduate credit hour for college courses which have been completed with a grade of B or better. With approval as required in Section 9.11, teachers shall be reimbursed by the Board one hundred twenty dollars (\$120.00) for each graduate credit hour for college courses which have been completed with a grade of B or better. The total number of credit hours that a teacher may receive reimbursement for shall not exceed a total of fifteen (15) credits for each school year (September 1 through August 31).

Reimbursement shall be paid within sixty (60) days following written notification from the appropriate educational institution or an official grade report provided to the Superintendent of the successful completion of the courses. As to courses completed with a grade of B or better during the months of June, July or August, reimbursement will be paid only to those teachers returning to the employment of the District for the immediately following school year. Reimbursement for such summer courses shall be made by the District within sixty (60) days following notification.

Teachers hired by the District for the first time in the 1995-96 school year and thereafter, shall be required to take three (3) hours of coursework or 45 CPDU's for which graduate credit could have been obtained during a three (3) year period in order to continue vertical (experience) advancement down the salary schedule. These required hours/CPDU's for continued vertical (experience) advancement shall be automatically approved (provided the CPDU's could have received graduate credit) and the Board shall pay the actual cost of these three (3) hours/45 CPDU's or Illinois State University's current tuition rate, whichever is less.

Notwithstanding anything to the contrary contained herein, a teacher shall, at minimum, comply with any requirements of continuing education imposed by the State of Illinois or any regulatory agency thereof, in order to maintain teacher certification.

Except for the three teachers actually receiving longevity compensation during the 2004-2005 school year and still employed by the District in the 2005-2006 school year, no teacher shall be entitled to any longevity compensation during the course of his/her employment with the District. The three teachers eligible for longevity compensation shall continue to receive annually the same amount of longevity pay they received in the 2004-2005 school year during the remainder of their employment with the District.

Further, the District agrees to make a payment on behalf of the teacher, to TRS, which is consistent with the percentage of payment which the Board is making on behalf of the employee for other forms of compensation under this Agreement.

Section 9.7 - Hospitalization/Medical Insurance

All certified staff shall receive group hospitalization and major medical insurance benefits which are no less than those provided the previous year (as set forth in the plan description document); provided, however, that the Board retains the right to choose and change the insurance carrier as long as the level of benefits are substantially the same or greater. Certified staff shall have, in keeping with past practice, the option to purchase such dependent coverage through payroll deduction for family members provided such option exists under the group policy. If during the term of this collective bargaining agreement, the insurance company initiates action which cancels or substantially changes the policy, the parties agree to renegotiate the terms of the insurance coverage and the Board premium contribution.

During the term of this Agreement, the following shall apply:

Deductible - \$2,600.00 Co-insurance – 80% (in network) after deductible Out-of-Pocket max - \$5.000.00

Unless the insurance company initiates such action described above, the rates for this plan shall be set by September and shall not increase during that school year.

Commencing during the 2009-2010 school year, the parties agree to the establishment of a Health Savings Account (HSA) type of insurance plan.

For the term of this Agreement, the Board shall pay ninety-three percent (93%) of the individual's health insurance premium. The employee shall pay 7% of the health insurance premium and, in addition to the 7%, twenty dollars (\$20) per month toward the cost of the insurance. The employee's payments toward the health insurance premium shall be allowed on a pre-tax basis as allowed by law. In addition, the Board shall contribute the maximum allowed by the IRS for single coverage (not to exceed \$4,500) into the Health Savings Account of each employee participating in the insurance plan during the term of this Agreement:

New hires shall have their initial Board-paid HSA contribution(s) pro-rated based on when they start working at the District.

The District shall enter into a contract with a group hospitalization and major medical insurance contractor. The District shall make this benefit available to employees and their families that meet the eligibility requirements of the insurance carrier. The insurance carrier shall provide the option to purchase dependent coverage for family members.

Each individual teacher would be responsible for payment of the premium in excess of that amount.

A working Advisory Insurance Committee will be formed consisting of an administrator and two (2) representatives each from the Board of Education and the Union. The purpose of this committee will be to annually review the insurance program, premiums, etc. and advise the Board of Education as to the continuation of existing carrier or changes to a carrier identified as offering comparable coverage at a reduced rate.

Section 9.7.1 - Cost Containment

The Board reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the traditional insurance coverage in effect prior to this Agreement. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

Section 9.8 - Life Insurance

The Board shall provide, at no cost, to each certified staff member a group life insurance policy in the amount of twenty thousand dollars (\$20,000). The certified staff shall also have the option to purchase life insurance coverage for a spouse and/or dependent children or additional life insurance for himself/herself at the group rate provided such benefit is available under the group life insurance policy.

Section 9.9 - Internal Substitution Pay

If a certified staff member is requested to give up his/her preparation period by the Administration to substitute for another certified staff member and the certified staff member agrees, this certified staff member shall be reimbursed ten dollars (\$10.00) for the loss of his/her preparation period.

Section 9.10 - Movement on Salary Schedule

A. Education Movement:

College credit obtained by a teacher from an accredited institution shall apply towards horizontal advancement on the salary schedule provided the teacher has received prior approval in writing from the Superintendent that said course/courses are related to the field of education and are of value to the teacher and/or to the District. However, all coursework in an advanced degree program (Masters or above) related to the field of education shall be automatically approved. The Superintendent's written approval shall be received by the teacher within five (5) working days and shall not be precedential. Horizontal advancement on the salary schedule shall only take place at the beginning of the school year. Said teacher shall be responsible for providing the

Superintendent with written proof satisfactory to the Superintendent evidencing that such coursework has been completed with a grade of B or better.

B. Experience Movement:

Employment in the District which begins prior to November 1 and which continues for the duration of the school year shall entitle the teacher to move down vertically one (1) step on the salary schedule. No teacher affected by the continuing education requirement in Section 9.6 - Reimbursements. Requirements and Longevity for Continuing Education, shall be allowed vertical movement for his/her year of experience unless he/she has obtained credit consistent with the requirements set forth in the Section entitled Pay/Reimbursement for Continuing Education. Part-time teachers hired after July 1, 1995 may move down one (1) step only after having sufficient additional experience to equal at least one (1) full step.

Section 9.11 - Voluntary Retirement Incentive

A bargaining unit member may elect to participate in the retirement incentive program provided they must:

- a. Be at least fifty-five (55) years of age by June 30 of the retirement year and have at least twenty (20) years of teaching service at Waltham School District.
- b. Notify the Superintendent in writing of their intention to participate by May 1 up to a maximum of three years prior to the intended year of retirement or no later than May 1 of the year before their last full year of employment. Such notice must be in the form of an irrevocable letter of retirement.
- c. The teacher must be eligible to retire under the Illinois Teacher's Retirement System (TRS) and receive an immediate retirement benefit.
- d. Have sufficient service credit and/or age credit with TRS to exempt the District from the payment of any "employer" penalty or other additional amount to TRS.

Three-year notice:

For teachers who qualify under this provision, and who give a three-year advance notice of retirement, the Board shall increase the teacher's total creditable earnings by six percent (6%) in each of the teacher's last three years of employment in accordance with the following example:

2009-10 total creditable earnings = \$50,000 and teacher gives three-year notice of retirement by May 1, 2010:

2011-12 total creditable earnings = \$56,180.00 2012-13 total creditable earnings = \$59,550.80 Teacher retires at end of 2012-13

Two-year notice:

For teachers who qualify under this provision, and who give a two-year advance notice of retirement, the Board shall increase the teacher's total creditable earnings by six percent (6%) in each of the teacher's last two years of employment in accordance with the following example:

2009-10 total creditable earnings = \$50,000 and teacher gives two-year notice of retirement by May 1, 2010:

2010-11 total creditable earnings = \$53,000.00 2011-12 total creditable earnings = \$56,180.00 Teacher retires at end of 2011-12

One-Year notice:

For teachers who qualify under this provision, and who give a one-year advance notice of retirement, the Board shall increase the teacher's total creditable earnings by six percent (6%) in the final year of the teacher's employment in accordance with the following example:

2009-10 total creditable earnings = \$50,000 and teacher gives one-year notice of retirement by May 1, 2010:

2010-11 total creditable earnings = \$53,000.00 Teacher retires at end of 2010-11

In addition, for only those teachers who give a one-year advance notice of retirement, the Board shall pay an end-of-career, non-creditable severance payment equal to fourteen percent (14%) of the teacher's salary in the year before their retirement. This severance payment shall be made after the teacher's last day of work in the District and after the teacher's receipt of his/her final regular paycheck.

The teacher shall continue to perform all duties performed in the year prior to the first year the incentive is paid for the duration of the retirement notice period. If a teacher voluntarily resigns or is removed by the Board from any extra duty assignment following notice of retirement, the calculation of the teacher's six percent (6%) increase shall be reduced by the amount of the extra duty compensation that was being paid to the teacher. An employee shall not be removed from his/her extra duty position by the Board solely to reduce his/her creditable earnings. However, in the event the Board eliminates an extra duty position, the parties will agree on a mutually acceptable substitute assignment.

Notwithstanding any other provision of this agreement or otherwise, a teacher approved for the retirement incentive shall not receive more than a six percent (6%) total increase in his/her total creditable earnings in any year during his/her participation in the retirement incentive.

If approved, a teacher will not be assigned any additional extra duties or TRS reportable duties without the consent of the teacher.

A teacher who commences participation in this incentive, and fails to comply with the provisions herein, including but not limited to completion of his/her remaining years of service following notice of retirement, shall reimburse the District for any increased salary benefit granted under this provision, including tax and pension withholdings. Upon complete reimbursement, the teacher shall be entitled to any general wage increase, which would have been applicable during this period. If an event occurs beyond an employee's control causing said employee to be unable to fulfill the contractual agreement, but without causing the District a penalty by including the previous years now applicable toward retirement, then the employee will not be held responsible for reimbursement to the District.

This provision is subject to TRS rules and regulations.

Section 9.12 – Bonus Pay

First time Employees to this District, who are hired on or after January 1, 2002 and who have less than five (5) years of public school teaching experience in Illinois, may receive a one (1) time bonus from the District. Under no circumstance shall the amount of that bonus exceed \$2,000.00. The actual amount of the bonus, however, shall be determined at the sole discretion of the Board. The bonus shall be paid to the Employee within thirty (30) days of commencing employment with the District. Further, the District agrees to make a payment on behalf of the teacher, to the TRS, which is consistent with the percentage of payment that the Board is making on behalf of the employee for other forms of compensation under this Agreement. The District agrees any Employee who receives such a bonus, but resigns from employment with the District before working two (2) complete school years for the District, shall repay the bonus. That repayment shall be made within thirty (30) days after the last day on which the Employee worked for the District.

Section 9.13 – National Board Certificate Bonus

In the event an employee earns their National Board Certificate, they will receive a one time bonus of six hundred dollars (\$600.00) paid to the employee after the District receives receipt of the employee's certificate.

In addition to regular access to their classrooms, teachers may elect to access their classrooms for a minimum of three (3) hours prior to the beginning and after the end of the school year to prepare and breakdown their classrooms. This shall occur within approximately one week of the beginning and end of the school year, and the teacher shall notify the Principal or Superintendent of when they access their classroom for this purpose. Teachers who elect to access their classrooms for this specific purpose and for a minimum of three (3) hours shall be compensated \$250 annually for this purpose in light of the changes made to the early dismissal days. Payment shall be made in two equal installments, each being paid on the first regular payroll following confirmation of the teacher's use of this time.

ARTICLE X - TECHNICAL CLAUSES

Section 10.1 - Savings Clause

If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any applicable valid federal or state law, such term or provision shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not effect or impair any other term or provision of this Agreement.

Section 10.2 - Effective Date

This Agreement shall be effective as of August 15, 2019 and shall continue in force and effect until midnight of August 14, 2024. Either party may request commencement for a successor agreement after February 1 of the final year of this Agreement.

Section 10.3 - Duration

This Agreement will not be considered binding until the Union has formally notified the Board, in writing, of official acceptance of this document by the membership and subsequent approval by formal Board of Education action at a public meeting.

Section 10.4 - Complete Understanding

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its terms.

ARTICLE XI - DURATION

Section 11.1 - Termination Effect

This Agreement shall be effective as of August 15, 2019 and shall continue in force and effect until Midnight of August 14, 2024. Either party may request commencement for a successor agreement after February 1 of the final year of this Agreement. Thereafter, the parties shall be bound by the terms of the Illinois Education Labor Relations Act should they be unable to reach an Agreement within the time period specified therein. In witness whereof, the parties have executed this Agreement by their duly authorized representatives.

Executed this <u>29th</u> day of <u>August</u> ,2019.	
WALTHAM SCHOOL DISTRICT #185	
Gann P Welche	
Board President	
Jan Holls	
Board Member	
Susan Deurto	
Board Secretary	
WALTHAM FEDERATION OF TEACHERS, IFT	Г/AFT, AFL-CIO
Union Co-President	
Union Co-President	
Andrew Backets	

Union Secretary

					2019-20	20 SALARY SCH	IEDULE					
	Base	41,329										
	Down	655	Across	675								
						BA+40						
	BA+0	BA+8	BA+16	BA+24	BA+32	MA+0	MA+8	MA+16	MA+24	MA+32	MA+40	EDS/PHD
1	41,329	42,004	42,679	43,354	44,029	44,704	45,379	46,054	46,729	47,404	48,079	48,754
2	41,984	42,659	43,334	44,009	44,684	45,359	46,034	46,709	47,384	48,059	48,734	49,409
3	42,639	43,314	43,989	44,664	45,339	46,014	46,689	47,364	48,039	48,714	49,389	50,064
4	43,294	43,969	44,644	45,319	45,994	46,669	47,344	48,019	48,694	49,369	50,044	50,719
5	43,949	44,624	45,299	45,974	46,649	47,324	47,999	48,674	49,349	50,024	50,699	51,374
6	44,604	45,279	45,954	46,629	47,304	47,979	48,654	49,329	50,004	50,679	51,354	52,029
7	45,259	45,934	46,609	47,284	47,959	48,634	49,309	49,984	50,659	51,334	52,009	52,684
8	45,914	46,589	47,264	47,939	48,614	49,289	49,964	50,639	51,314	51,989	52,664	53,339
9	46,569	47,244	47,919	48,594	49,269	49,944	50,619	51,294	51,969	52,644	53,319	53,994
10	47,224	47,899	48,574	49,249	49,924	50,599	51,274	51,949	52,624	53,299	53,974	54,649
11	47,879	48,554	49,229	49,904	50,579	51,254	51,929	52,604	53,279	53,954	54,629	55,304
12	48,534	49,209	49,884	50,559	51,234	51,909	52,584	53,259	53,934	54,609	55,284	55,959
13	49,189	49,864	50,539	51,214	51,889	52,564	53,239	53,914	54,589	55,264	55,939	56,614
14	49,844	50,519	51,194	51,869	52,544	53,219	53,894	54,569	55,244	55,919	56,594	57,269
15	50,499	51,174	51,849	52,524	53,199	53,874	54,549	55,224	55,899	56,574	57,249	57,924
16			52,504	53,179	53,854	54,529	55,204	55,879	56,554	57,229	57,904	58,579
17		545	53,159	53,834	54,509	55,184	55,859	56,534	57,209	57,884	58,559	59,234
18					55,164	55,839	56,514	57,189	57,864	58,539	59,214	59,889
19	ter a market	X 330 21	1.30		55,819	56,494	57,169	57,844	58,519	59,194	59,869	60,544
20	14 3 65		T Keld			111111111111111111111111111111111111111	57,824	58,499	59,174	59,849	60,524	61,199
21			10 11 to 10 10 10 10 10 10 10 10 10 10 10 10 10		100		58,479	59,154	59,829	60,504	61,179	61,854
22							59,134	59,809	60,484	61,159	61,834	62,509
23			4.14.			535	59,789	60,464	61,139	61,814	62,489	63,164
24								· iau	61,794	62,469	63,144	63,819
25		1122	1 22 2 2			1	1985	Tall at an	62,449	63,124	63,799	64,474
26				2134					the state of the s		64,454	65,129
27											65,109	65,784
	311,570	144,351	46,609	0	55,819	217,332	110,407	0	0	0	0	0

[&]quot; Salary Shown Excludes Board Paid TRS Contribution of 8.0%

					2020-20	21 SALARY SCH	EDULE					
	Base	42,775										
	Down	655	Across	675								
						BA+40						
	BA+0	BA+8	BA+16	BA+24	BA+32	MA+0	MA+8	MA+16	MA+24	MA+32	MA+40	EDS/PHD
1	42,775	43,450	44,125	44,800	45,475	46,150	46,825	47,500	48,175	48,850	49,525	50,200
2	43,430	44,105	44,780	45,455	46,130	46,805	47,480	48,155	48,830	49,505	50,180	50,855
3	44,085	44,760	45,435	46,110	46,785	47,460	48,135	48,810	49,485	50,160	50,835	51,510
4	44,740	45,415	46,090	46,765	47,440	48,115	48,790	49,465	50,140	50,815	51,490	52,165
5	45,395	46,070	46,745	47,420	48,095	48,770	49,445	50,120	50,795	51,470	52,145	52,820
6	46,050	46,725	47,400	48,075	48,750	49,425	50,100	50,775	51,450	52,125	52,800	53,475
7	46,705	47,380	48,055	48,730	49,405	50,080	50,755	51,430	52,105	52,780	53,455	54,130
8	47,360	48,035	48,710	49,385	50,060	50,735	51,410	52,085	52,760	53,435	54,110	54,785
9	48,015	48,690	49,365	50,040	50,715	51,390	52,065	52,740	53,415	54,090	54,765	55,440
10	48,670	49,345	50,020	50,695	51,370	52,045	52,720	53,395	54,070	54,745	55,420	56,095
11	49,325	50,000	50,675	51,350	52,025	52,700	53,375	54,050	54,725	55,400	56,075	56,750
12	49,980	50,655	51,330	52,005	52,680	53,355	54,030	54,705	55,380	56,055	56,730	57,405
13	50,635	51,310	51,985	52,660	53,335	54,010	54,685	55,360	56,035	56,710	57,385	58,060
14	51,290	51,965	52,640	53,315	53,990	54,665	55,340	56,015	56,690	57,365	58,040	58,715
15	51,945	52,620	53,295	53,970	54,645	55,320	55,995	56,670	57,345	58,020	58,695	59,370
16			53,950	54,625	55,300	55,975	56,650	57,325	58,000	58,675	59,350	60,025
17		3,30	54,605	55,280	55,955	56,630	57,305	57,980	58,655	59,330	60,005	60,680
18					56,610	57,285	57,960	58,635	59,310	59,985	60,660	61,335
19	1	1 1000 100 104	10 mg/s		57,265	57,940	58,615	59,290	59,965	60,640	61,315	61,990
20	1.						59,270	59,945	60,620	61,295	61,970	62,645
21	100 100 100 100 100			1 2		7.76	59,925	60,600	61,275	61,950	62,625	63,300
22		Page 12, 22, 2					60,580	61,255	61,930	62,605	63,280	63,955
23						and the state of	61,235	61,910	62,585	63,260	63,935	64,610
24									63,240	63,915	64,590	65,265
25		100						0.100.00	63,895	64,570	65,245	65,920
26		THE LIGHT								100000	65,900	66,575
27	12.15	111111111111111111111111111111111111111		0 4 - 10 - 10 - 11 - 1							66,555	67,230
			15.86	377 63								
	326,281	150,655	48,710	0	57,265	225,316	114,610	0	0	0	0	0

^{**} Salary Shown Excludes Board Paid TRS Contribution of 8.0%

					2021-20	22 SALARY SCI	IEDULE					
	Base	44,272										
	Down	655	Across	675								
						BA+40						
	BA+0	BA+8	BA+16	BA+24	BA+32	MA+0	MA+8	MA+16	MA+24	MA+32	MA+40	EDS/PH
1	44,272	44,947	45,622	46,297	46,972	47,647	48,322	48,997	49,672	50,347	51,022	51,697
2	44,927	45,602	46,277	46,952	47,627	48,302	48,977	49,652	50,327	51,002	51,677	52,352
3	45,582	46,257	46,932	47,607	48,282	48,957	49,632	50,307	50,982	51,657	52,332	53,007
4	46,237	46,912	47,587	48,262	48,937	49,612	50,287	50,962	51,637	52,312	52,987	53,662
5	46,892	47,567	48,242	48,917	49,592	50,267	50,942	51,617	52,292	52,967	53,642	54,317
6	47,547	48,222	48,897	49,572	50,247	50,922	51,597	52,272	52,947	53,622	54,297	54,972
7	48,202	48,877	49,552	50,227	50,902	51,577	52,252	52,927	53,602	54,277	54,952	55,627
8	48,857	49,532	50,207	50,882	51,557	52,232	52,907	53,582	54,257	54,932	55,607	56,282
9	49,512	50,187	50,862	51,537	52,212	52,887	53,562	54,237	54,912	55,587	56,262	56,937
10	50,167	50,842	51,517	52,192	52,867	53,542	54,217	54,892	55,567	56,242	56,917	57,592
11	50,822	51,497	52,172	52,847	53,522	54,197	54,872	55,547	56,222	56,897	57,572	58,247
12	51,477	52,152	52,827	53,502	54,177	54,852	55,527	56,202	56,877	57,552	58,227	58,902
13	52,132	52,807	53,482	54,157	54,832	55,507	56,182	56,857	57,532	58,207	58,882	59,557
14	52,787	53,462	54,137	54,812	55,487	56,162	56,837	57,512	58,187	58,862	59,537	60,212
15	53,442	54,117	54,792	55,467	56,142	56,817	57,492	58,167	58,842	59,517	60,192	60,867
16			55,447	56,122	56,797	57,472	58,147	58,822	59,497	60,172	60,847	61,522
17	1 1 1 1 1 1 1		56,102	56,777	57,452	58,127	58,802	59,477	60,152	60,827	61,502	62,177
18			7.1		58,107	58,782	59,457	60,132	60,807	61,482	62,157	62,832
19	111111111111111111111111111111111111111	10000	1.12		58,762	59,437	60,112	60,787	61,462	62,137	62,812	63,487
20			11.5.1				60,767	61,442	62,117	62,792	63,467	64,142
21						5 115 15	61,422	62,097	62,772	63,447	64,122	64,797
22			3-1				62,077	62,752	63,427	64,102	64,777	65,452
23							62,732	63,407	64,082	64,757	65,432	66,107
24	The state of		2 22 20						64,737	65,412	66,087	66,762
25									65,392	66,067	66,742	67,417
26		THE BARBA									67,397	68,072
27	0.50		7.72			1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1		1.5			68,052	68,727
			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1									
	341,345	157,112	50,862	0	58,762	233,509	118,914	0	0	0	0	0

^{**} Salary Shown Excludes Board Paid TRS Contribution of 8.0%

					2022-20	23SALARY SCH	EDULE					
	Base	45,822										
	Down	655	Across	675								
						BA+40						
	BA+0	BA+8	BA+16	BA+24	BA+32	MA+0	MA+8	MA+16	MA+24	MA+32	MA+40	EDS/PHD
1	45,822	46,497	47,172	47,847	48,522	49,197	49,872	50,547	51,222	51,897	52,572	53,247
2	46,477	47,152	47,827	48,502	49,177	49,852	50,527	51,202	51,877	52,552	53,227	53,902
3	47,132	47,807	48,482	49,157	49,832	50,507	51,182	51,857	52,532	53,207	53,882	54,557
4	47,787	48,462	49,137	49,812	50,487	51,162	51,837	52,512	53,187	53,862	54,537	55,212
5	48,442	49,117	49,792	50,467	51,142	51,817	52,492	53,167	53,842	54,517	55,192	55,867
6	49,097	49,772	50,447	51,122	51,797	52,472	53,147	53,822	54,497	55,172	55,847	56,522
7	49,752	50,427	51,102	51,777	52,452	53,127	53,802	54,477	55,152	55,827	56,502	57,177
8	50,407	51,082	51,757	52,432	53,107	53,782	54,457	55,132	55,807	56,482	57,157	57,832
9	51,062	51,737	52,412	53,087	53,762	54,437	55,112	55,787	56,462	57,137	57,812	58,487
10	51,717	52,392	53,067	53,742	54,417	55,092	55,767	56,442	57,117	57,792	58,467	59,142
11	52,372	53,047	53,722	54,397	55,072	55,747	56,422	57,097	57,772	58,447	59,122	59,797
12	53,027	53,702	54,377	55,052	55,727	56,402	57,077	57,752	58,427	59,102	59,777	60,452
13	53,682	54,357	55,032	55,707	56,382	57,057	57,732	58,407	59,082	59,757	60,432	61,107
14	54,337	55,012	55,687	56,362	57,037	57,712	58,387	59,062	59,737	60,412	61,087	61,762
15	54,992	55,667	56,342	57,017	57,692	58,367	59,042	59,717	60,392	61,067	61,742	62,417
16			56,997	57,672	58,347	59,022	59,697	60,372	61,047	61,722	62,397	63,072
17			57,652	58,327	59,002	59,677	60,352	61,027	61,702	62,377	63,052	63,727
18					59,657	60,332	61,007	61,682	62,357	63,032	63,707	64,382
19					60,312	60,987	61,662	62,337	63,012	63,687	64,362	65,037
20							62,317	62,992	63,667	64,342	65,017	65,692
21							62,972	63,647	64,322	64,997	65,672	66,347
22							63,627	64,302	64,977	65,652	66,327	67,002
23							64,282	64,957	65,632	66,307	66,982	67,657
24									66,287	66,962	67,637	68,312
25									66,942	67,617	68,292	68,967
26											68,947	69,622
27											69,602	70,277
	356,777	163,725	53,067	0	60,312	235,434	123,323	0	0	0	0	0

^{**} Salary Shown Excludes Board Paid TRS Contribution of 8.0%

					2023-20	24 SALARY SCH	IEDULE					
	Base	47,426										T
	Down	655	Across	675								
						BA+40						
	BA+0	BA+8	BA+16	BA+24	BA+32	MA+0	MA+8	MA+16	MA+24	MA+32	MA+40	EDS/PHD
1	47,426	48,101	48,776	49,451	50,126	50,801	51,476	52,151	52,826	53,501	54,176	54,851
2	48,081	48,756	49,431	50,106	50,781	51,456	52,131	52,806	53,481	54,156	54,831	55,506
3	48,736	49,411	50,086	50,761	51,436	52,111	52,786	53,461	54,136	54,811	55,486	56,161
4	49,391	50,066	50,741	51,416	52,091	52,766	53,441	54,116	54,791	55,466	56,141	56,816
5	50,046	50,721	51,396	52,071	52,746	53,421	54,096	54,771	55,446	56,121	56,796	57,471
6	50,701	51,376	52,051	52,726	53,401	54,076	54,751	55,426	56,101	56,776	57,451	58,126
7	51,356	52,031	52,706	53,381	54,056	54,731	55,406	56,081	56,756	57,431	58,106	58,781
8	52,011	52,686	53,361	54,036	54,711	55,386	56,061	56,736	57,411	58,086	58,761	59,436
9	52,666	53,341	54,016	54,691	55,366	56,041	56,716	57,391	58,066	58,741	59,416	60,091
10	53,321	53,996	54,671	55,346	56,021	56,696	57,371	58,046	58,721	59,396	60,071	60,746
11	53,976	54,651	55,326	56,001	56,676	57,351	58,026	58,701	59,376	60,051	60,726	61,401
12	54,631	55,306	55,981	56,656	57,331	58,006	58,681	59,356	60,031	60,706	61,381	62,056
13	55,286	55,961	56,636	57,311	57,986	58,661	59,336	60,011	60,686	61,361	62,036	62,711
14	55,941	56,616	57,291	57,966	58,641	59,316	59,991	60,666	61,341	62,016	62,691	63,366
15	56,596	57,271	57,946	58,621	59,296	59,971	60,646	61,321	61,996	62,671	63,346	64,021
16			58,601	59,276	59,951	60,626	61,301	61,976	62,651	63,326	64,001	64,676
17			59,256	59,931	60,606	61,281	61,956	62,631	63,306	63,981	64,656	65,331
18					61,261	61,936	62,611	63,286	63,961	64,636	65,311	65,986
19					61,916	62,591	63,266	63,941	64,616	65,291	65,966	66,641
20							63,921	64,596	65,271	65,946	66,621	67,296
21							64,576	65,251	65,926	66,601	67,276	67,951
22							65,231	65,906	66,581	67,256	67,931	68,606
23							65,886	66,561	67,236	67,911	68,586	69,261
24									67,891	68,566	69,241	69,916
25									68,546	69,221	69,896	70,571
26											70,551	71,226
27											71,206	71,881
•	371,934	170,502	55,326	0	61,916	250,548	127,841	0	0	0	0	0

^{**} Salary Shown Excludes Board Paid TRS Contribution of 8.0%