

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, 2009
THROUGH AUGUST 14, 2014**

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PREAMBLE

This Agreement is made and entered into this 30th day of September, 2009, 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 COVERAGE

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, non-classroom 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.

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 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 have prepared and delivered to each bargaining unit member a 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.

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 – Fair Share

Section 1: The provisions of this Article apply to unit members covered by the Agreement who were hired on or after the date of ratification of this Agreement and who are not Union members. This fair share agreement does not apply to unit members hired before the ratification date of this Agreement who were not Union members.

Section 2: Covered non-members shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

Section 3: The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and the rules of the Illinois Educational Labor Relations Board (IELRB).

Section 4: Such fair share payments by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union within ten workdays of said deduction unless the Board is required to remit a fee to the IELRB for escrow.

Section 5: The Board shall cooperate with the Union to ascertain the names of all employee non-members of the Union from which earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share.

Section 6: The Union and the Board shall comply with the rules of the IELRB concerning notice, objections, and related matters contained in its fair share rules. The parties expressly recognize the right of covered non-members to challenge the amount of fair share fees. The fair share notice posted by the Union shall advise the covered non-members of their right to so object and the procedure for so doing.

Section 7: 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.

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. Selection of Arbitrators: 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. Expenses: 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. Award: 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. Tenured 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:

- a. 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 and posted no later than February 1 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.

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.

Section 7.2 - Regular School and Work Day Schedule

The teacher workday at the North and South buildings will be seven (7) hours and five (5) minutes. The teacher workday shall be thirty-five (35) minutes longer than the student school day. Teachers shall arrive no later than 15 minutes prior to the start of the student school day. The workday shall also include duty free lunch and planning periods.

Certified staff shall be able to leave fifteen (15) minutes after the end of the student day on Fridays, days of Curriculum Night, the day preceding Thanksgiving, Winter Break, and Spring Break as long as their professional responsibilities have been met or 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.

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 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 each regularly scheduled school week while students are in attendance. This amount shall be pro-rated 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.

The remainder of this Section shall be suspended for the duration of this Agreement:

Full-time certified staff shall also 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

Upon request by the Superintendent, a certified staff member shall submit a list of the events at the end of the school year that he/she has attended during that school year. Half-time certified staff shall be required to attend events on a pro rata basis.

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 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

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

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 filling the vacancy.

If a vacancy occurs during the summer, notice of the vacancy shall be dated and sent to all current certified staff by email and *Alert Now* 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 four (4) persons: the District Superintendent; Principal; and two (2) Teachers appointed by the Union, one (1) from the Junior High and one (1) from the Elementary. The Committee shall convene annually within thirty (30) days following the parent teacher conference and meet regularly until an agreement is reached. For the 2009-2010 school year, the Committee shall initially meet no later than September 30, 2009. The agreement reached by the Committee is final.

Parent-teacher conferences shall not exceed nine (9) total hours consisting of three (3) sessions of three (3) hour blocks of time, with no more than one session per day.

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 week of parent-teacher conferences.

Section 7.13 - Early Dismissal Days

There shall be a one-hour early dismissal on the following days each year:

- 1) the first three (3) days of the school year when students are in attendance; and
- 2) one (1) day per week thereafter for each week of the school year except for the weeks of Thanksgiving, Christmas and Spring Break (the early dismissal day will be on the last day of school before these breaks begin), and the weeks in which School Improvement Days or Teacher Institutes are scheduled. Where possible, the School Improvement Days or Teacher Institutes will be scheduled on the same day of the week as the regular early dismissal day.

It is the intent of the parties to avoid meetings before and after school where possible, and to reserve 50% of the overall weekly early dismissal time for planning time.

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 base salary in effect for the school year in which the duties are performed.

Section 7.17- School's Risk Management Team

All members of the school staff are members of the school's Risk Management Team 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.

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. Sick Leave: 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. 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. Personal Leave: 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.
 4. No more than two (2) employees may use personal leave on a given day.

Consistent with Illinois School Code, 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 Board shall determine the terms and conditions governing the certified staff member's return from such leave.

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.

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, 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 Friday or the last day of student attendance.

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 during a three (3) year period in order to continue vertical (experience) advancement down the salary schedule. These required hours for continued vertical (experience) advancement shall be automatically approved and the Board shall pay the actual cost of these three (3) hours 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.

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 make the following contributions into the Health Savings Account of each employee participating in the insurance plan during the term of this Agreement:

Year 1 (2009-10) -- \$2,500.00 – payable in one lump sum on or before January 31, 2010

Year 2 (2010-11) -- \$2,500.00 –payable in two equal installments (January 2011 and June 2011)

Year 3 (2011-12) -- \$2,250.00–payable in two equal installments (January 2012 and June 2012)

Year 4 (2012-13) -- \$2,250.00–payable in two equal installments (January 2013 and June 2013)

Year 5 (2013-14) -- \$2,250.00–payable in two equal installments (January 2014 and June 2014)

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 out-patient 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:

2010-11 total creditable earnings = \$53,000.00
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.

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, 2009 and shall continue in force and effect until midnight of August 14, 2014. 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, 2009 and shall continue in force and effect until Midnight of August 14, 2014. 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.

2009-2010 SALARY SCHEDULE												
	Base	30,032										
	Down	555	Across	600								
						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	30,032	30,632	31,232	31,832	32,432	33,032	33,632	34,232	34,832	35,432	36,032	36,632
2	30,587	31,187	31,787	32,387	32,987	33,587	34,187	34,787	35,387	35,987	36,587	37,187
3	31,142	31,742	32,342	32,942	33,542	34,142	34,742	35,342	35,942	36,542	37,142	37,742
4	31,697	32,297	32,897	33,497	34,097	34,697	35,297	35,897	36,497	37,097	37,697	38,297
5	32,252	32,852	33,452	34,052	34,652	35,252	35,852	36,452	37,052	37,652	38,252	38,852
6	32,807	33,407	34,007	34,607	35,207	35,807	36,407	37,007	37,607	38,207	38,807	39,407
7	33,362	33,962	34,562	35,162	35,762	36,362	36,962	37,562	38,162	38,762	39,362	39,962
8	33,917	34,517	35,117	35,717	36,317	36,917	37,517	38,117	38,717	39,317	39,917	40,517
9	34,472	35,072	35,672	36,272	36,872	37,472	38,072	38,672	39,272	39,872	40,472	41,072
10	35,027	35,627	36,227	36,827	37,427	38,027	38,627	39,227	39,827	40,427	41,027	41,627
11	35,582	36,182	36,782	37,382	37,982	38,582	39,182	39,782	40,382	40,982	41,582	42,182
12	36,137	36,737	37,337	37,937	38,537	39,137	39,737	40,337	40,937	41,537	42,137	42,737
13	36,692	37,292	37,892	38,492	39,092	39,692	40,292	40,892	41,492	42,092	42,692	43,292
14	37,247	37,847	38,447	39,047	39,647	40,247	40,847	41,447	42,047	42,647	43,247	43,847
15	37,802	38,402	39,002	39,602	40,202	40,802	41,402	42,002	42,602	43,202	43,802	44,402
16			39,557	40,157	40,757	41,357	41,957	42,557	43,157	43,757	44,357	44,957
17			40,112	40,712	41,312	41,912	42,512	43,112	43,712	44,312	44,912	45,512
18					41,867	42,467	43,067	43,667	44,267	44,867	45,467	46,067
19					42,422	43,022	43,622	44,222	44,822	45,422	46,022	46,622
20							44,177	44,777	45,377	45,977	46,577	47,177
21							44,732	45,332	45,932	46,532	47,132	47,732
22							45,287	45,887	46,487	47,087	47,687	48,287
23							45,842	46,442	47,042	47,642	48,242	48,842
24									47,597	48,197	48,797	49,397
25									48,152	48,752	49,352	49,952
26											49,907	50,507
27											50,462	51,062
	126,233	63,574	101,960	78,094	39,647	162,098	45,842	0	0	0	49,352	0

** Salary Shown Excludes Board Paid TRS Contribution of 6.0%

2010-2011 SALARY SCHEDULE

	Base	30,933										
	Down	555	Across	600								
						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	30,933	31,533	32,133	32,733	33,333	33,933	34,533	35,133	35,733	36,333	36,933	37,533
2	31,488	32,088	32,688	33,288	33,888	34,488	35,088	35,688	36,288	36,888	37,488	38,088
3	32,043	32,643	33,243	33,843	34,443	35,043	35,643	36,243	36,843	37,443	38,043	38,643
4	32,598	33,198	33,798	34,398	34,998	35,598	36,198	36,798	37,398	37,998	38,598	39,198
5	33,153	33,753	34,353	34,953	35,553	36,153	36,753	37,353	37,953	38,553	39,153	39,753
6	33,708	34,308	34,908	35,508	36,108	36,708	37,308	37,908	38,508	39,108	39,708	40,308
7	34,263	34,863	35,463	36,063	36,663	37,263	37,863	38,463	39,063	39,663	40,263	40,863
8	34,818	35,418	36,018	36,618	37,218	37,818	38,418	39,018	39,618	40,218	40,818	41,418
9	35,373	35,973	36,573	37,173	37,773	38,373	38,973	39,573	40,173	40,773	41,373	41,973
10	35,928	36,528	37,128	37,728	38,328	38,928	39,528	40,128	40,728	41,328	41,928	42,528
11	36,483	37,083	37,683	38,283	38,883	39,483	40,083	40,683	41,283	41,883	42,483	43,083
12	37,038	37,638	38,238	38,838	39,438	40,038	40,638	41,238	41,838	42,438	43,038	43,638
13	37,593	38,193	38,793	39,393	39,993	40,593	41,193	41,793	42,393	42,993	43,593	44,193
14	38,148	38,748	39,348	39,948	40,548	41,148	41,748	42,348	42,948	43,548	44,148	44,748
15	38,703	39,303	39,903	40,503	41,103	41,703	42,303	42,903	43,503	44,103	44,703	45,303
16			40,458	41,058	41,658	42,258	42,858	43,458	44,058	44,658	45,258	45,858
17			41,013	41,613	42,213	42,813	43,413	44,013	44,613	45,213	45,813	46,413
18					42,768	43,368	43,968	44,568	45,168	45,768	46,368	46,968
19					43,323	43,923	44,523	45,123	45,723	46,323	46,923	47,523
20							45,078	45,678	46,278	46,878	47,478	48,078
21							45,633	46,233	46,833	47,433	48,033	48,633
22							46,188	46,788	47,388	47,988	48,588	49,188
23							46,743	47,343	47,943	48,543	49,143	49,743
24									48,498	49,098	49,698	50,298
25									49,053	49,653	50,253	50,853
26											50,808	51,408
27											51,363	51,963
	132,057	65,750	105,191	80,451	41,103	167,367	46,743	0	0	0	0	0

** Salary Shown Excludes Board Paid TRS Contribution of 6.5%

2011-2012 SALARY SCHEDULE

	Base	31,552										
	Down	555	Across	600								
						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	31,552	32,152	32,752	33,352	33,952	34,552	35,152	35,752	36,352	36,952	37,552	38,152
2	32,107	32,707	33,307	33,907	34,507	35,107	35,707	36,307	36,907	37,507	38,107	38,707
3	32,662	33,262	33,862	34,462	35,062	35,662	36,262	36,862	37,462	38,062	38,662	39,262
4	33,217	33,817	34,417	35,017	35,617	36,217	36,817	37,417	38,017	38,617	39,217	39,817
5	33,772	34,372	34,972	35,572	36,172	36,772	37,372	37,972	38,572	39,172	39,772	40,372
6	34,327	34,927	35,527	36,127	36,727	37,327	37,927	38,527	39,127	39,727	40,327	40,927
7	34,882	35,482	36,082	36,682	37,282	37,882	38,482	39,082	39,682	40,282	40,882	41,482
8	35,437	36,037	36,637	37,237	37,837	38,437	39,037	39,637	40,237	40,837	41,437	42,037
9	35,992	36,592	37,192	37,792	38,392	38,992	39,592	40,192	40,792	41,392	41,992	42,592
10	36,547	37,147	37,747	38,347	38,947	39,547	40,147	40,747	41,347	41,947	42,547	43,147
11	37,102	37,702	38,302	38,902	39,502	40,102	40,702	41,302	41,902	42,502	43,102	43,702
12	37,657	38,257	38,857	39,457	40,057	40,657	41,257	41,857	42,457	43,057	43,657	44,257
13	38,212	38,812	39,412	40,012	40,612	41,212	41,812	42,412	43,012	43,612	44,212	44,812
14	38,767	39,367	39,967	40,567	41,167	41,767	42,367	42,967	43,567	44,167	44,767	45,367
15	39,322	39,922	40,522	41,122	41,722	42,322	42,922	43,522	44,122	44,722	45,322	45,922
16			41,077	41,677	42,277	42,877	43,477	44,077	44,677	45,277	45,877	46,477
17			41,632	42,232	42,832	43,432	44,032	44,632	45,232	45,832	46,432	47,032
18					43,387	43,987	44,587	45,187	45,787	46,387	46,987	47,587
19					43,942	44,542	45,142	45,742	46,342	46,942	47,542	48,142
20							45,697	46,297	46,897	47,497	48,097	48,697
21							46,252	46,852	47,452	48,052	48,652	49,252
22							46,807	47,407	48,007	48,607	49,207	49,807
23							47,362	47,962	48,562	49,162	49,762	50,362
24									49,117	49,717	50,317	50,917
25									49,672	50,272	50,872	51,472
26											51,427	52,027
27											51,982	52,582
	136,752	67,419	107,687	40,567	83,443	170,952	47,362	0	0	0	0	0

** Salary Shown Excludes Board Paid TRS Contribution of 7.0%

2012-2013 SALARY SCHEDULE

	Base	32,183										
	Down	555	Across	600								
						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	32,183	32,783	33,383	33,983	34,583	35,183	35,783	36,383	36,983	37,583	38,183	38,783
2	32,738	33,338	33,938	34,538	35,138	35,738	36,338	36,938	37,538	38,138	38,738	39,338
3	33,293	33,893	34,493	35,093	35,693	36,293	36,893	37,493	38,093	38,693	39,293	39,893
4	33,848	34,448	35,048	35,648	36,248	36,848	37,448	38,048	38,648	39,248	39,848	40,448
5	34,403	35,003	35,603	36,203	36,803	37,403	38,003	38,603	39,203	39,803	40,403	41,003
6	34,958	35,558	36,158	36,758	37,358	37,958	38,558	39,158	39,758	40,358	40,958	41,558
7	35,513	36,113	36,713	37,313	37,913	38,513	39,113	39,713	40,313	40,913	41,513	42,113
8	36,068	36,668	37,268	37,868	38,468	39,068	39,668	40,268	40,868	41,468	42,068	42,668
9	36,623	37,223	37,823	38,423	39,023	39,623	40,223	40,823	41,423	42,023	42,623	43,223
10	37,178	37,778	38,378	38,978	39,578	40,178	40,778	41,378	41,978	42,578	43,178	43,778
11	37,733	38,333	38,933	39,533	40,133	40,733	41,333	41,933	42,533	43,133	43,733	44,333
12	38,288	38,888	39,488	40,088	40,688	41,288	41,888	42,488	43,088	43,688	44,288	44,888
13	38,843	39,443	40,043	40,643	41,243	41,843	42,443	43,043	43,643	44,243	44,843	45,443
14	39,398	39,998	40,598	41,198	41,798	42,398	42,998	43,598	44,198	44,798	45,398	45,998
15	39,953	40,553	41,153	41,753	42,353	42,953	43,553	44,153	44,753	45,353	45,953	46,553
16			41,708	42,308	42,908	43,508	44,108	44,708	45,308	45,908	46,508	47,108
17			42,263	42,863	43,463	44,063	44,663	45,263	45,863	46,463	47,063	47,663
18					44,018	44,618	45,218	45,818	46,418	47,018	47,618	48,218
19					44,573	45,173	45,773	46,373	46,973	47,573	48,173	48,773
20							46,328	46,928	47,528	48,128	48,728	49,328
21							46,883	47,483	48,083	48,683	49,283	49,883
22							47,438	48,038	48,638	49,238	49,838	50,438
23							47,993	48,593	49,193	49,793	50,393	50,993
24									49,748	50,348	50,948	51,548
25									50,303	50,903	51,503	52,103
26											52,058	52,658
27											52,613	53,213
	141,496	69,110	109,883	84,060	42,353	174,586	47,993	0	0	0	0	0

** Salary Shown Excludes Board Paid TRS Contribution of 7.5%

2013-2014 SALARY SCHEDULE

	Base	32,826										
	Down	555	Across	600								
						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	32,826	33,426	34,026	34,626	35,226	35,826	36,426	37,026	37,626	38,226	38,826	39,426
2	33,381	33,981	34,581	35,181	35,781	36,381	36,981	37,581	38,181	38,781	39,381	39,981
3	33,936	34,536	35,136	35,736	36,336	36,936	37,536	38,136	38,736	39,336	39,936	40,536
4	34,491	35,091	35,691	36,291	36,891	37,491	38,091	38,691	39,291	39,891	40,491	41,091
5	35,046	35,646	36,246	36,846	37,446	38,046	38,646	39,246	39,846	40,446	41,046	41,646
6	35,601	36,201	36,801	37,401	38,001	38,601	39,201	39,801	40,401	41,001	41,601	42,201
7	36,156	36,756	37,356	37,956	38,556	39,156	39,756	40,356	40,956	41,556	42,156	42,756
8	36,711	37,311	37,911	38,511	39,111	39,711	40,311	40,911	41,511	42,111	42,711	43,311
9	37,266	37,866	38,466	39,066	39,666	40,266	40,866	41,466	42,066	42,666	43,266	43,866
10	37,821	38,421	39,021	39,621	40,221	40,821	41,421	42,021	42,621	43,221	43,821	44,421
11	38,376	38,976	39,576	40,176	40,776	41,376	41,976	42,576	43,176	43,776	44,376	44,976
12	38,931	39,531	40,131	40,731	41,331	41,931	42,531	43,131	43,731	44,331	44,931	45,531
13	39,486	40,086	40,686	41,286	41,886	42,486	43,086	43,686	44,286	44,886	45,486	46,086
14	40,041	40,641	41,241	41,841	42,441	43,041	43,641	44,241	44,841	45,441	46,041	46,641
15	40,596	41,196	41,796	42,396	42,996	43,596	44,196	44,796	45,396	45,996	46,596	47,196
16			42,351	42,951	43,551	44,151	44,751	45,351	45,951	46,551	47,151	47,751
17			42,906	43,506	44,106	44,706	45,306	45,906	46,506	47,106	47,706	48,306
18					44,661	45,261	45,861	46,461	47,061	47,661	48,261	48,861
19					45,216	45,816	46,416	47,016	47,616	48,216	48,816	49,416
20							46,971	47,571	48,171	48,771	49,371	49,971
21							47,526	48,126	48,726	49,326	49,926	50,526
22							48,081	48,681	49,281	49,881	50,481	51,081
23							48,636	49,236	49,836	50,436	51,036	51,636
24									50,391	50,991	51,591	52,191
25									50,946	51,546	52,146	52,746
26											52,701	53,301
27											53,256	53,856
	146,291	70,824	111,557	85,903	43,551	177,716	48,636	0	0	0	0	0

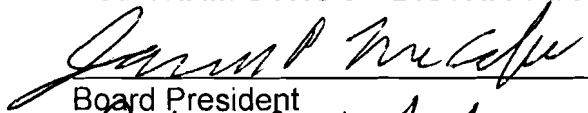
** Salary Shown Excludes Board Paid TRS Contribution of 8.0%

Appendix B

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Basketball, Boys	\$ 2,490	\$ 2,565	\$ 2,616	\$ 2,668	\$ 2,722
Asst. Basketball, Boys	\$ 1,084	\$ 1,117	\$ 1,139	\$ 1,162	\$ 1,185
Basketball, Girls	\$ 2,490	\$ 2,565	\$ 2,616	\$ 2,668	\$ 2,722
Asst. Basketball, Girls	\$ 1,084	\$ 1,117	\$ 1,139	\$ 1,162	\$ 1,185
Track	\$ 976	\$ 1,005	\$ 1,025	\$ 1,046	\$ 1,067
<u>Asst. Track (over 20 Kids)</u>	\$ 420	\$ 433	\$ 441	\$ 450	\$ 459
Volleyball, Girls	\$ 2,133	\$ 2,197	\$ 2,241	\$ 2,286	\$ 2,331
Asst. Volleyball, Girls	\$ 844	\$ 869	\$ 887	\$ 904	\$ 923
Cheerleading	\$ 540	\$ 556	\$ 567	\$ 579	\$ 590
Art Fair Coordinator	\$ 500	\$ 515	\$ 525	\$ 536	\$ 547
Science Fair Coordinator	\$ 540	\$ 556	\$ 567	\$ 579	\$ 590
History Fair Coordinator	\$ 540	\$ 556	\$ 567	\$ 579	\$ 590
Library Coordinator	\$ 845	\$ 870	\$ 888	\$ 906	\$ 924
<u>Academic Team</u>	\$ 475	\$ 489	\$ 499	\$ 509	\$ 519
8th Grade Sponsor	\$ 533	\$ 549	\$ 560	\$ 571	\$ 583
<u>Music Stipend</u>	\$ 500	\$ 515	\$ 525	\$ 536	\$ 547
Yearbook Sponsor	\$ 422	\$ 435	\$ 443	\$ 452	\$ 461
Internal Rev. Team (2 members)	\$ 500	\$ 515	\$ 525	\$ 536	\$ 547
Internal Rev. Coordinator	\$ 250	\$ 258	\$ 263	\$ 268	\$ 273
New Teacher Mentor	\$ 540	\$ 556	\$ 567	\$ 579	\$ 590
<u>Character Cts. Com. 3@150</u>	\$ 450	\$ 464	\$ 473	\$ 482	\$ 492
Total Cost with out TRS	\$ 18,156	\$ 18,701	\$ 19,075	\$ 19,456	\$ 19,845

Executed this 30th day of September, 2009.

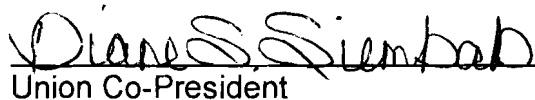
WALTHAM SCHOOL DISTRICT #185

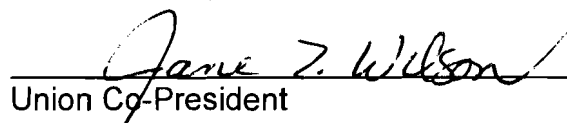

Board President

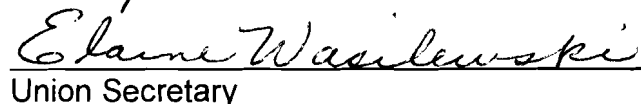

Board Member


Board Secretary

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


Union Co-President


Union Co-President


Union Secretary