

# WALTONVILLE CUSD #1



COLLECTIVE BARGAINING AGREEMENT

2021-2025

## ARTICLE I RECOGNITION

- 1.1 The School Board of Waltonville Community Unit # 1, Waltonville, Jefferson County, Illinois, hereinafter “Board”, recognizes the Waltonville Education Association IEA/NEA, hereinafter “Association” as the sole and exclusive negotiating agent for all regularly employed, certified personnel, except those excluded by House Bill 1530.

## ARTICLE II NEGOTIATIONS PROCEDURES

- 2.1 The Board and Association agree to participate in good faith negotiations.
- 2.2 After January 1 of the concluding year of the contract, negotiations shall begin no later than 60 days from demand from one party. The parties agree to meet a minimum of two times each month after bargaining begins until agreement is reached unless agreed otherwise or the parties are at an impasse. If impasse is declared, the parties shall use the Federal Mediation and Conciliation Service. Meetings shall be held at an hour and site agreed to by both parties.
- 2.3 Negotiations shall be closed meetings.
- 2.4 Any item tentatively agreed to will be initiated by the Board President and WEA President at the meeting at which the agreement is reached. Copies will be provided to both parties.
- 2.5 The Association team will be furnished on reasonable request, one (1) copy, free of charge, of information which is regularly and routinely prepared concerning the financial condition of the district, including annual financial statement and budget.
- 2.6 Contract distribution – within thirty (30) calendar days following ratification by both parties of this agreement, the Board shall deliver a copy of this agreement to the President of the Association. The Association shall be responsible for preparing and distributing copies of the ratified agreement within thirty (30) days, to all the teachers as defined in Article I (Recognition).

## ARTICLE III GRIEVANCE DEFINITION/PROCEDURE

### 3.1 DEFINITION

A grievance is defined as a complaint by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of the terms and conditions of the agreement or that the agreement has not been even handily applied.

### 3.2 PROCEDURE

- (A) Informal Step: The teacher or Association shall attempt to resolve any grievance by discussing the situation with his/her principal within ten (10) days of the occurrence of the event and twenty (20) days from June 15 – August 15.

- (B) Step One. If the grievance is not resolved at the informal step, the Teacher/Association shall file the grievance in writing with the Principal. The written grievance shall note the specified clause(s) of the agreement allegedly violated, and state the remedy requested. The filing of the written grievance must be within five (5) days from the date of the informal step. The Principal shall meet with the grievant within five (5) days after receipt of the grievance and discuss the grievance. Within five (5) days of the meeting, the grievant and the Association shall be provided with the Principal's written decision, including the reasons for the decision.
- (C) Step Two. If the grievance is not satisfactorily resolved at step one, the Teacher/ Association shall file the grievance in writing with the Superintendent. The filing of the written grievance must be within five (5) days of the receipt of the principal's written decision. The Superintendent shall meet with the grievant within five (5) days after receipt of the grievance and discuss the grievance. Within five (5) days of the meeting, the grievant and the Association shall be provided with the Superintendent's written decision including the reasons for the decision.
- (D) Step Three. If the grievance is not satisfactorily resolved at step two, the Teacher/ Association shall file the grievance in writing with the Board. The filing of the grievance shall be within five (5) days of receipt of the Superintendent's written decision. The Board shall meet with the grievant within ten (10) days after receipt of the grievance and discuss the grievance. Within five (5) days of the meeting, the grievant and the Association shall be provided with the Board's decision, including the reasons for the decision.
- (E) Step Four. If the grievance is not resolved satisfactorily at step three, there shall be available a fourth step of binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving teacher to the Superintendent within ten (10) days from arbitration. The American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until one shall remain. The remaining name shall be the arbitrator. The decision of the Arbitrator shall be binding on the parties. Expenses for the Arbitrator's services shall be borne equally by the School District and Teacher/Association.

### 3.3 STATEMENT OF PRINCIPLES

- (A) The investigation and processing of any grievance by the grieving teacher and/or Association shall be conducted so as to result in no interference with the instructional program provided, however, if the processing of the grievance at any of the formal steps require the grieving teacher and/or Association representative be released from his/her work activities, there shall be no loss of any pay or benefits.
- (B) The failure of an Administration to give a decision within the time limits shall allow the grievant to proceed to the next step. The failure of the

teacher/Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. All time limits, however, may be extended by mutual agreement.

- (C) A grievance may be withdrawn at any level without establishing precedent.
- (D) If the grievant and/or Association and the Principal (at Step One) or the Superintendent (at Step Two), as the case may be, agree, any level of the grievance procedure may be by-passed and the grievance brought directly to the next level. If a teacher does not report to a principal, the grievance shall be initially filed at Step Two.
- (E) All reference to days during the school year shall mean teacher work days, otherwise, days shall mean weekdays.
- (F) If a teacher/Association files any claim or complaint in any form other than under the grievance procedure of this agreement, the Administration/ Board shall not be required to process the same claim or set of facts through the grievance procedure.
- (G) Both parties to a grievance shall be provided upon reasonable request any information or documents pertinent to a grievance.
- (H) All records related to a grievance shall be filed separately from the personnel files of the employee.

#### ARTICLE IV MAINTENANCE OF STANDARDS

- 4.1 All conditions of employment shall be maintained at not less than the highest minimum standards in effect in the district at the time this agreement is signed. This agreement shall not be interpreted or applied to deprive bargaining unit members of advantages heretofore enjoyed unless expressly stated herein. The Board agrees not to discriminate against members of the bargaining unit.

#### ARTICLE V CERTIFIED PERSONNEL VACANCY NOTICE

- 5.1 In the event a teaching position vacancy or a newly created teaching position occurs in the district during the school year, the Superintendent shall email any new vacancy or new position to all certified employees of this district. The Superintendent shall give a minimum of ten (10) working days for qualified personnel to respond before notifying the general public.
- 5.2 If the vacancy or new position occurs during the summer, the Superintendent shall email notices to bargaining unit members and give ten (10) days from emailing date in which to respond before notifying the general public.
- 5.3 Where time is limited, the Superintendent shall notify the Association President by phone and give a reasonable amount of time to respond before notifying the general public.

## ARTICLE VI LEAVES

- 6.1 Teachers will be granted twelve (12) days per year sick leave, accumulative to three hundred forty (340) days.
- 6.2 A staff member who has attained tenure may take child-rearing leave. This leave is without pay. This leave should be requested not later than thirty (30) days after the birth of the child. Teachers may return to school only at the beginning of the regular year, unless a position is open for them at the time they are ready to return. Teachers on child-rearing leave must request return to duty within one (1) calendar year of the birth of the child, and the application must be filed at least sixty (60) days before the end of the year preceding the return to duty. All accrued benefits and right of employment previously gained shall be retained upon return. Non-tenured teachers will be dealt with on an individual basis by the Board. This leave is in addition to any sick leave days that may be used. A teacher on leave may remain in the insurance program by making his or her own insurance payments.
- 6.3 Teachers will be granted three (3) personal days per year at a full rate of pay. Teachers may carry up to two (2) personal days forward to the next school year for a total of five (5) days in one year. Unused personal days exceeding five (5) days shall accumulate as sick days at the end of the year. Teachers will make requests for personal days from administration.
- 6.4 Teachers will be granted one (1) additional personal day minus the cost of a substitute teacher.
- 6.5 Two (2) days' notice will be required for personal days, except for emergencies.
- 6.6 Teachers will be allowed one (1) professional day per year with advanced approval from the Administration. Teachers agree to get their own substitute for a professional day.
- 6.7 All other leave shall be dealt with on an individual basis by the Board.
- 6.8 Teacher and administrator must have a conversation before the type of day taken can be changed on the leave form. Both teacher and administrator must sign the approved form within one week of return from time off.
- 6.9 Two (2) days of bereavement days shall be granted for members of the immediate family. Immediate family shall be defined as parents, spouse, brother, sister, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, grandparents-in-law, and legal guardians. If all bereavement days have been exhausted for the year, sick and personal days may be used for bereavement. Unused bereavement days will not carry over at the end of the school year.
- 6.10 Teachers shall receive compensatory time, not to exceed 2 hours per year, to supervise the following school events: Family Reading Night, Christmas Program, and STEM Night. Hours are to be used on non-student days and unused time will be forfeited at the end of the school year. **ALL REQUESTS TO OBTAIN OR USE TIME MUST BE PRE-APPROVED BY BUILDING ADMINISTRATOR.** Balance of time earned and used will be maintained by the building administrator.
- 6.11 Teachers who are assigned to work during their duty free lunch period shall be paid at the rate of pay equal to the agreed upon amount in 12.4

## ARTICLE VII TEACHER EVALUATION PROCEDURE

All teachers are evaluated through both informal and formal evaluation procedures. Informal evaluations may occur through observations during any school-related activity involving the teacher. The formal evaluation process is described in 7.6

### 7.1 KNOWLEDGE OF OBSERVATIONS

All monitoring or observation of the work of each employee shall be conducted in person and with the knowledge of the employee.

### 7.2 TEACHER EVALUATION INSTRUMENT

Teacher evaluation forms shall be developed by a committee composed of but not limited to the following: two administrators, one high school teacher, one grade school teacher, one special education teacher, and one board member. Members of this committee must meet at least once prior to the beginning of each new school year to review and assess evaluation tool. Procurement and content of the new evaluation tool shall be discussed and agreed upon by all members of the committee.

### 7.3 NOTIFICATION OF EVALUATION PROCESS

On the opening workshop day, the administration shall have a meeting to inform all certified teachers of the evaluation procedures, standards, and instruments to be used as well as who will observe and evaluate his/her performance.

### 7.4 PURPOSE OF EVALUATIONS

The primary purpose of employee evaluations shall be the improvement of employment skills contained in the job description and all evaluations shall be conducted in good faith to this end and in accordance with the provisions of this agreement.

### 7.5 UNIFORMITY OF EVALUATIONS

The criteria and procedures shall be applied uniformly throughout the District and any deviations from them shall constitute a null and void evaluation and a direct violation of this agreement.

### 7.6 FORMAL EVALUATION PROCESS

#### A. Initial Evaluation

The initial evaluation shall be preceded by a period of not less than thirty (30) working days prior to the evaluation. There shall be a fifteen (15) work-day period between each evaluation unless otherwise requested by the employee.

#### B. Non-Tenured Teacher

A non-tenured employee shall be formally evaluated not less than twice a year during the employee's probationary period. The first evaluation must be completed during the first semester. The second evaluation must be completed by February 1.

#### C. Pre-Evaluation Conference

Each evaluation shall be initiated by a pre-evaluation conference, between the evaluator and the Employee to be evaluated that shall include a review or the

expectations of the parties, and an agreement on the dates and specific times for the observations.

D. Association Representation

All employees shall have the right to have Association representation present at any evaluation conference.

E. Investigation of Complaints

It is the duty of the administration to investigate and to determine the validity of complaints brought to their attention. If the complaint has merit, the administrator needs to notify the employee within five (5) working days that a complaint is being investigated, obtain the employee's input and to then consult with and provide suggestions to the employee to help solve the problem. No unsubstantiated or anonymous complaint shall be used in the evaluation process.

F. Evaluations Done by a Qualified Administrator

Each teacher shall be evaluated by a qualified administrator through personal observation in the teacher's work area. An evaluation should include specifics as to strengths and weaknesses with supporting reasons for the comments made.

G. Specific Recommendations for Improvement

Any teacher who receives any "unsatisfactory" ratings will be provided specific suggestions by the evaluator so as to assist in remedying the situation. These specific suggestions for improvement shall be developed by the administration with in-put from the teacher.

H. Probationary Employee and a Non-Employment Recommendation

In all cases where the administrator is considering not recommending a probationary teacher for continued employment status, before submitting the recommendation to the Board of Education, all of the reasons stated in that recommendation must have been discussed with the teacher prior to such a recommendation.

## 7.7 POST-EVALUATION CONFERENCE AND PROCEDURE

All formal evaluations shall be reduced to writing and a copy given to the Employee within five (5) working days of the formal evaluation. The Employee and the supervisor shall mutually agree to a date and time for the post evaluation conference in which to discuss the evaluation. This conference must take place within five (5) working days after the Employee has received the evaluation. Both deadlines may be extended for unforeseen circumstances on an individual basis if mutually agreed upon. The second evaluation and post-evaluation conference must be completed by March 1 (See 7.6B)

If the Employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes an Employee is doing unsatisfactory work, the reason(s) therefore shall be stated in specific terms, as well as the specific way(s) in which the Employee is to improve, and the assistance to be given the Employee towards that improvement.

## 7.8 EMPLOYEE'S RIGHT TO RESPOND

Following the post evaluation conference, the Employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the Employee's signature be construed to mean that he/she agrees with the contents of the evaluation but only that the evaluation has been discussed.

An Employee may submit additional comments to the written evaluation if he/she so desires. All written evaluations and the Employee's comments are to be placed in the Employee's personnel file. The immediate supervisor will sign the Employee's response acknowledging that he/she read the material. A copy of the response will be provided to the immediate supervisor.

## ARTICLE VIII WORK YEAR

- 8.1 Teachers shall arrive in their buildings no later than 8:00 a.m. and will be in the classroom five (5) minutes before scheduled class time. This provision is not intended to expand the required supervisory or instructional time.
- 8.2 Teachers' departure time shall be 3:20 p.m.
- 8.3 The exceptions to the arrival and/or departure times shall be as follows:
  - (a) Employees may arrive later or earlier than the above specified times with prior approval of the Principal or Superintendent. There shall be no deductions in pay for such approvals.
  - (b) If students are dismissed early in cases of snow days or emergency, or school calendar early dismissals, teachers may leave after the buses leave. This shall not apply on teacher workshop, in-service days or for teacher meetings.
- 8.4 Any tardy employee will receive written notice and an opportunity to respond before the document is placed in the personnel file and referred to in the evaluation process.
- 8.5 All teachers shall be notified of their class and/or subject assignments for the following school year by August 1. A change in teaching assignment due to an unforeseen event shall immediately be made known to the Association President and affected employee by telephone.

## ARTICLE IX TEACHER RETIREMENT – TRS PAYMENT

- 9.1 The Board will pay the nine percent (9.0%) contribution to the State of Illinois Teachers Retirement System. If there is an increase during the duration of the contract, Article 9.1 can be reopened with agreement of both parties for negotiation.
- 9.2 The Board will pay the full contribution not to exceed 1.25% of the employee's salary to the Teacher's Health Insurance Security Fund. If there is an increase during the duration of the contract, Article 9.2 can be reopened with agreement of both parties for negotiation.



## ARTICLE X TEACHER RETIREMENT INCENTIVE

The Board shall recognize the service of a certified employee who has rendered at least 15 years of creditable, continuous service in the school district immediately preceding retirement and who is eligible to receive regular retirement pension benefits through the Teacher's Retirement System of the State of Illinois.

For teachers who qualify for the retirement incentive, the Board shall remove the teacher from the salary schedule and increase the teacher's creditable earnings by six percent (6%) over the previous year's total creditable earnings. Subsequent calculations of increase in TRS creditable earnings in the amount of 6% per year will be conducted on an annual basis in the same manner thereafter for each year remaining until the stated retirement date. The District agrees that it will not assign involuntarily additional TRS paid duties to a teacher that is receiving these retirement benefits if the additional duties would cause the teacher's TRS creditable earnings to increase by more than 6%. However, coaching stipends and any other extra duty stipends that count towards creditable earnings will not be calculated in the salary increase from the previous year if the employee does not continue performing that work in any year that the employee receives retirement benefits under this provision.

The intent of the parties is that the above incentive shall not be used in conjunction with any other retirement program offered by TRS if the benefit required by the employer to TRS or the employee would, when combined, exceed the percentage amount as specified above. The benefits provided in this program shall not be available to any employee who retires under ERO or who exercises an ERO option. The employer shall be permitted to recover without contest from the employee or the Association any incentive contemplated hereunder if paid to an employee who retires under ERO.

The benefits provided in this incentive program shall not be available to any employee who does not retire after their thirty-sixth (36) year of creditable service and present an irrevocable letter of resignation indicating such plan to retire.

## ARTICLE XI INSURANCE

- 11.1 The Board agrees to pay \$500 per month for the 2021-2022, 2022-2023 school years and \$550 per month for the 2023-2024 and 2024-2025 school years per individual for health, illness, or hospitalization insurance to: Egyptian Area School Employee Plan for the duration of this contract.
- 11.2 Any special assessments, withdrawal liability charges, or contingent liability charges will be the responsibility of the individual employee in the insurance group for whom the special assessment, withdrawal liability charges, or contingent liability charges are incurred. The Board shall have no responsibility for any of the said assessments or charges.
- 11.3 This contract authorizes the employer to withhold from the employee's pay the amount necessary to satisfy any such additional premium, assessments, or charges from the insurance plan as provided for in 11.1 and 11.2.

ARTICLE XII  
SPONSORSHIP AND EXTRA DUTY PAY

12.1 The Board shall pay the following extra-duty schedule:

<b>Sponsorships</b>	<b>Years 1-5</b>	<b>Years 6-10</b>	<b>Years 11+</b>
Freshman Sponsor 1	\$100	\$125	\$150
Freshman Sponsor 2	\$100	\$125	\$150
Sophomore Sponsor 1	\$100	\$125	\$150
Sophomore Sponsor 2	\$100	\$125	\$150
Senior Sponsor 1	\$350	\$400	\$450
Senior Sponsor 2	\$350	\$400	\$450
8th Grade Sponsor	\$400	\$500	\$600
Junior Sponsor 1	\$500	\$550	\$600
Junior Sponsor 2	\$500	\$550	\$600
Student Council (2)	\$450	\$500	\$550
After School Detention	\$500	\$550	\$600
Music/Band	\$500	\$550	\$600
HS Scholastic Bowl	\$500	\$550	\$600
GS Scholastic Bowl	\$500	\$550	\$600
Youth and Government	\$500	\$550	\$600
HS Beta Club	\$600	\$650	\$700
FBLA	\$600	\$650	\$700
Yearbook GS	\$700	\$750	\$800
Social Media Coordinator GS	\$750	\$800	\$850
Social Media Coordinator HS	\$750	\$800	\$850
District Website	\$750	\$800	\$850
Yearbook HS	\$800	\$900	\$1,000
FFA	\$1,600	\$1,700	\$1,800

12.2 Basketball game workers shall be paid at the rate of thirty-five dollars (\$35) per night.

12.3 The selection of school personnel for extra-duty activities shall be made in the following order:

- (1) Volunteer basis
- (2) Seniority basis
- (3) Administrative assignment

12.4 Teachers will be paid thirty dollars (\$30) per period for taking a class when no substitute can be found or when scheduled meetings prevent a teacher from having his/her plan period. This also includes loss of teacher's duty free lunch.

12.5 Additional assigned instruction such as but not limited to activities including homebound instruction, summer school instruction, independent study assignments, and SAT instruction performed outside of the teacher's contractual work day shall be paid at an agreed upon amount between the Board and Association.

### ARTICLE XIII ADDITIONAL EDUCATION PAY

13.1 All hours or courses must be approved in advance by the administration.

13.2 Tuition reimbursement for graduate level courses or courses part of a masters program at an accredited university or college will be at the rate of two hundred and twenty-five dollars (\$225) per semester hour credit. Must receive a grade level equal to a C or higher to receive reimbursement.

13.3 A maximum of nine (9) credit hours per employee will be reimbursed per fiscal year.

13.4 Any classes taken at an accredited university or college to fulfill the PD requirement shall be reimbursed at the rate of \$200 per semester hour credit, not to exceed the cost of the class. Must receive a grade level equal to a C or higher to receive the reimbursement.

13.5 Completion of the course(s) must be demonstrated and a grade card submitted.

13.6 Education step advancement will take place only at the beginning of the school year.

### ARTICLE XIV SALARY SCHEDULE

14.1 The salary schedule shall be set forth in Appendices A – B.

### ARTICLE XV NO STRIKE CLAUSE

15.1 The Association agrees that it will not strike or engage in work stoppage for the duration of the school year.

### ARTICLE XVI ADDITIONAL PAY

16.1 To each teacher with perfect attendance a (\$250) bonus will be earned per semester. Perfect attendance is defined as no days absent, unless for the funeral of an immediate family member as defined in Article 6.8. To each teacher with good attendance a (\$150) bonus will be earned per semester. Good attendance is defined as no more than a total of

one (1) full day or two (2) half days of absence per semester. Teachers attending workshops or on school related business will not be charged with a day of absence. The bonuses for perfect attendance and good attendance will be paid on January 15 following the first semester and June 15 following the second semester.

- 16.2 Employees shall be paid mileage at the same rate approved by the Internal Revenue Service for all approved mileage.

## ARTICLE XVII PAYROLL

- 17.1 At the teacher's option, IEA and NEA dues may be deducted from the teacher's salary. Payday will be the fifteenth (15<sup>th</sup>) and thirtieth (30<sup>th</sup>) of each month. The December 30<sup>th</sup> check will be deposited on the last school day before Christmas vacation. All teachers with the exception of those who were hired before August 16, 1998 will be paid on a twelve (12) month basis. Teachers may choose direct deposit only during open enrollment.

All full time certified staff salaries will be made by direct deposit to be paid in 24 payments beginning in September and ending the following August. Payments will be released so salary amounts will be received on the 15<sup>th</sup> and 30<sup>th</sup> of each month. If the 15<sup>th</sup> or 30<sup>th</sup> falls on a weekend day or a holiday, payments will be released to be received on the previous work day.

- 17.2 Names and addresses of newly-hired employees shall be provided to the Association within seven (7) days of a request by the Association.

ARTICLE XVIII  
TERMS AND ADOPTION OF AGREEMENT

- 18.1 Upon approval by the Association and the Board the effective date of the contract shall be August 12, 2021 and shall continue in effect until August 15, 2025.
- 18.2 When the Board deems it necessary to reduce the number of teachers in the district for such reasons as, but not limited to declining enrollments, inadequate finance, elimination of programs, or consolidation, every effort will be made to make reductions through attrition. If this is not possible, the reduction in force shall be made in accordance with the PERA law and this agreement. All reductions in force shall be made in accordance with the order of their honorable dismissal group, or RIF group, with the teachers in group 1 dismissed first, and the teachers in group 4 dismissed last. The sequence for dismissal for teachers in Groups 3 and 4 is based on seniority.
- 18.3 Recalls shall be made according to PERA law.
- 18.4 Teachers who are RIF'd will continue to acquire seniority for the period of one calendar year. RIFing does not constitute a break in service.

This agreement is signed on the \_\_\_\_\_ day of August, 2021.

IN WITNESS WHEREOF:

School Board  
Waltonville CUSD # 1

Waltonville Education Association

\_\_\_\_\_  
President, School Board

\_\_\_\_\_  
President, WEA

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Secretary, School Board