

MASTER AGREEMENT

BETWEEN

THE WAVERLY EDUCATION ASSOCIATION

AND

WAVERLY COMMUNITY UNIT SCHOOL DISTRICT #6
BOARD OF EDUCATION

LANGUAGE-JULY 12, 2017-JULY 12, 2019
ECONOMIC-JULY 12, 2017-JULY 12, 2019

TABLE OF CONTENTS

ARTICLE I	Recognition
	1.1 Recognition Clause
ARTICLE II	Association Rights
	2.1 Written Notices
	2.2 Board Minutes
	2.3 Association Representation
	2.4 Use of Equipment
	2.5 Use of Facilities
	2.6 Association Business
	2.7 Board Budget/Financial Statement
	2.8 Dues Deductions
	2.9 Fair Share
ARTICLE III	Management Rights
	3.1 Statutory Rights of Management
ARTICLE IV	Grievance Procedures
	4.1 Definitions
	4.2 Procedures
	4.3 Bypass
	4.4 Class Grievance
	4.5 No Reprisals Clause
	4.6 Filings of Materials
	4.7 Grievance Withdrawal
	4.8 Costs
	4.9 Court Reporter
	4.10 Postponement
	4.11 Settlement
	4.12 Grievance Forms
ARTICLE V	Negotiation Procedures
	5.1 Intent to Bargain
	5.2 Time
	5.3 Ground Rules

	5.4	Representation
	5.5	Closed Sessions
	5.6	Location
	5.7	Limits
	5.8	Tentative Agreement
	5.9	Impasse
	5.10	Contract Copies
ARTICLE VI	Working Conditions	
	6.1	Placement of Materials in Files
	6.2	Association Representation
	6.3	Employee Assignments
	6.4	Extracurricular
	6.5	Employee Work Day
	6.6	Place of Work
	6.7	School Calendar
	6.8	Duty Free Lunch
	6.9	Physical Exams
	6.10	Teaching Load
	6.11	Preparation Time
	6.12	Posting of Vacancies
	6.13	<i>School Board Attendance</i>
ARTICLE VII	Paper Work Reduction	
	7.1	Paper Work Reduction
ARTICLE VIII	Teacher Evaluation	
	8.1	Evaluation Review
	8.2	Evaluation Plan
	8.3	Evaluation Committee
	8.4	Grievance Procedures
ARTICLE IX	Committees	
	9.1	Educational Advisory Committee
	9.2	Curriculum, Evaluation, and Insurance Committees
ARTICLE X	Leaves of Absence	
	10.1	Sick Leave
	10.2	Workmen's Compensation

	10.3	Sick Leave Bank
	10.4	Personal Leave
	10.5	Unpaid Leave
	10.6	Family Medical Leave
ARTICLE XI	Seniority Determinations	
	11.1	Definition
	11.2	During Leave of Absence
	11.3	Promotion/Transfer
	11.4	Tie Breaker Procedures
ARTICLE XII	Reduction in Staff	
	12.1	Reduction in Force (RIF)
	12.2	Recall
ARTICLE XIII	Sub-Contracting	
	13.1	Procedures
ARTICLE XIV	Summer School	
	14.1	Procedures
	14.2	Teaching Positions
	14.3	Sick Leave
	14.4	Committee Recommendations
ARTICLE XV	Teacher Compensation	
	15.1	Salary Schedule
	15.2	Extra-Curricular Schedule
	15.3	Teacher's Retirement System
	15.4	Insurance/Tax Shelter Annuity
	15.5	Cost Reimbursement
	15.6	Internal Substitution
	15.7	Extended Employment
	15.8	Summer School Stipend
	15.9	Home Bound
	15.10	Tuition Reimbursement
ARTICLE XVI	Effect of Agreement	

16.1	Complete Understanding
16.2	Individual Contracts
16.3	Savings Clause
16.4	No Strike
16.5	Effective Dates/Signatures

APPENDICES:

1. Salary Schedules
2011-2012 Appendix (A)
2. Extra-curricular Salary Schedules
2011-2012 Appendix (D)
3. Evaluation Instrument: Appendix (G)
4. Grievance Form: Appendix (H)
5. MOU-Impact Bargaining (I)

ARTICLE I
Recognition

1.1 Recognition Clause

The Board of Education of the Waverly Community Unit School District No. 6, hereinafter referred to as the “Board”, recognizes the Waverly Education Association, IEA-NEA, hereinafter referred to as the “Association”, as the bargaining agent for all certified staff, excluding the Superintendent, Principals and Guidance Counselor.

ARTICLE II
Association Rights

- 2.1 The Association shall be given written notice of all regular and special board meetings with the agenda emailed to the Presidential Committee Contact Person via the website posting.
- 2.1.1 All additional public materials, as provided by the Illinois Freedom of Information Act, cited and identified during the Board Meetings, shall be *emailed* to the Association Presidential Committee Contact Person.
- 2.2 The Board meeting minutes shall be *emailed* to the Association Presidential Committee Contact Person.
- 2.3 Should the Association send a representative to local, state or national conferences, such representatives shall be excused without loss of salary. The Association shall reimburse the district for the cost of the substitute. Such leave shall be limited to a total of three (3) days per year for the Association and shall not be construed as constituting three (3) additional leave days for each member of the Association. One week's prior written notice to the Superintendent shall be given.
- 2.4 The Association shall have the right to use equipment normally available to school personnel provided such use does not interfere with the operational needs of the District. The Association shall pay established rates for the use of the equipment and materials.
- 2.5 The Association shall have the use of the following as long as employees are not on strike:
- 2.5.1 The use of school buildings for meetings provided such use does not conflict with school activities and with the prior approval of the building administrators.
- 2.5.2 The use of employees' mailboxes, inter-school mail, Teacher's Work Room bulletin boards, and chalk boards for Association information.
- 2.6 The Association has the right to transact official Association business in person or by phone while on school property during duty free times of such employees. Association representatives, upon notifying the building principal, or designee,

may meet with employees in school buildings, during duty free time of such employees.

2.7 A copy of the annual budget, when adopted by the Board, and a copy of the annual audit, when presented to the Board, shall be given to the Association Presidential Committee Contact Person as soon as they are given to Board members.

2.8 Dues Deduction

2.8.1 The Board shall deduct from each employee's pay the current dues of the Association provided that the Board has an employee-executed authorization for dues deduction, the amount of which shall be certified by the Association. Such dues shall be deducted in equal payments beginning with the September check.

When dues deduction authorizations are submitted after September 10, dues will be deducted for the remainder of the year. Notification ten (10) days prior to any pay day shall be required. All dues deducted by the Board shall be remitted to the Association no later than ten (10) business days after such deductions are made.

2.9 Fair Share

2.9.1 Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

2.9.2 In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

2.9.3 Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

2.9.3.1 The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional

religious views, objects to the payment of fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

2.9.4 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- 1) The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
- 2) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

2.9.5 The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

2.9.6 It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE III
Management Rights

- 3.1 The Board retains the exclusive right to manage its operations, to determine its policies, budget and operations, in a manner of exercise of its statutory functions and the direction of its workforce, including but not limited to: the right to hire, promote, demote, evaluate, allocate and assign employees; to discipline; to suspend; to terminate for just cause; to relieve employees from duty; and to determine the size and composition of the work force.

Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Board and shall be consistent with the Illinois Educational Labor Relations Act.

ARTICLE IV
Grievance Procedure

4.1 Definitions

A grievance shall be:

- 4.1.1 Any claim by the Association, an employee, or group of employees that there has been a violation, misrepresentation, or misapplication of any of the specific provisions of this agreement.
- 4.1.2 All time limits consist of school days, except when a grievance is submitted fewer than ten (10) days before the close of the current school year. Time limits shall consist of all week days: Time limits may be extended by mutual written consent of the parties.

4.2 Procedures

The parties acknowledge that an employee and the Employer may resolve problems through free and informal communication. The informal disposition of problems in no way prohibits the Association from filing a grievance nor does it establish a precedent. However, a grievance shall be processed as follows:

- 4.2.1 **STEP 1** - The grievant shall present the grievance in writing to the immediately involved administrator within fifteen (15) school days of the occurrence stating the Article and Section of the Agreement violated, who will arrange for a meeting to take place within ten (10) school days after receipt of the grievance. The Association's representative, the grievant, and the immediately involved administrator shall be present for the meeting. Within five (5) school days of the meeting, the grievant and the Association shall be provided with the Administrator's written response, including the reasons for the decision.
- 4.2.2 **STEP 2** - If the grievance is not resolved at Step 1, the Association shall refer the grievance to the Superintendent or the Superintendent's designee within fifteen (15) school days after receipt of the Step 1 answer. The Superintendent shall arrange with the Association representative for a meeting to take place within five (5) school days of the Superintendent's receipt of the appeal. Within five (5) school days of the meeting, the Association shall be provided with the Superintendent's written response,

including the reasons for the decision.

4.2.3 STEP 3 - If the grievance is not resolved at Step 2, then the Association shall refer the grievance to the Board at the next regularly scheduled board meeting following receipt of the Step 2 answer, provided that the grievance is filed five (5) school days prior to the Board Meeting. If not filed five (5) school days prior, the grievance will be resolved at a Special Board Meeting within fifteen (15) school days of receipt of the grievance. The Association shall be provided with the Board's written response, including the reasons for the decision within five (5) school days of the Board meeting.

4.2.4 STEP 4 - If the Association is not satisfied with the disposition of the grievance at Step 3, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the Employer, within thirty (30) school days of the date of the Step 3 answer, then the grievance shall be deemed withdrawn. If within fifteen (15) school days of the filing of the demand with the Employer the parties cannot agree on an arbitrator, the demand shall be submitted to the American Arbitration Association who shall act as the administrator of the proceedings.

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

4.2.4.2 The Arbitrator shall have no power to alter the terms of this agreement.

4.2.4.3 Each party shall bear the full costs for its representation in the grievance procedure.

4.3 Bypass

By mutual agreement of the parties, any step of the grievance procedures may be bypassed.

4.4 Class Grievance

Class grievance involving one or more employees or one or more supervisors, and

grievances involving an administrator above the building level may be initially filed by the Association at Step 2.

4.5 No Reprisals Clause

No reprisals shall be taken by the Employer against any employee because of the employee's participation or refusal to participate in a grievance.

4.6 Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the employee.

4.7 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

4.8 Costs

The fees and the expenses of the arbitrator shall be shared equally by the parties.

4.9 Court Reporter

If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter. If both parties request a court reporter, they shall share the costs equally.

4.10 Postponement

If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

4.11 Settlement

By mutual agreement of the parties, a grievance may be settled at any step without establishing precedent.

4.12 Grievance forms

The form in Appendix 3 shall be used in all grievance procedures, regardless of the step at which the grievance is initiated.

ARTICLE V
Negotiations Procedures

- 5.1 Upon notification by the Association of its intent to open contract negotiations, the parties agree to meet no later than March 15, 2019 to exchange proposals and further agree to begin negotiations on or about April 3, 2019. In addition, the Board and/or Board designee agrees not to negotiate with any Employee on any item contained within or appended to this Agreement.
- 5.2 Negotiations shall not take place during regular working hours, except as mutually agreed to by the parties.
- 5.3 The ground rules for negotiating a successor agreement to this Master Collective Bargaining Agreement shall prohibit new subject or items from being introduced after both parties have submitted their contract proposals.
- This ground rule does not in any way limit or prohibit midterm contract bargaining, which shall only be done by mutual consent of the parties.
- 5.4 Each party shall select its own representatives, not to exceed five (5) at any given session. One representative from each side shall serve as spokesperson.
- 5.5 All negotiating sessions shall be closed meetings.
- 5.6 Negotiations shall be held in a mutually acceptable location with such frequency as is mutually agreed to by the parties to expedite the reaching of agreement.
- 5.7 Negotiating sessions shall be limited to two (2) hours. Sessions may be adjourned earlier or extended by mutual agreement of the parties. Upon request, either party may recess negotiation sessions to caucus. The date and location of the next negotiating session shall be scheduled at the close of the current session by mutual agreement of the parties.
- 5.8 Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals, and to seek tentative agreement. All tentative agreements shall be reduced to writing and initialed at the meeting at which tentative agreement was reached. After tentative agreement has been reached, the agreement will be submitted to the Association for ratification within two (2) weeks and subsequently to the Board for adoption.
- 5.9 If impasse occurs, the parties shall contact the Federal Mediation and Conciliation

Service to assist in resolution of the impasse and notify the Illinois Educational Labor Relations Board of the impasse.

- 5.10 Within thirty (30) days after the Agreement is signed, copies of the Agreement shall be printed at the expense of the Board and presented to the Association Presidential Committee Contact person.

ARTICLE VI
Working Conditions

6.1 Placement of Material in File

All evaluation materials shall be placed in the official personnel file. Employees shall have the opportunity to read all materials placed in such file. The employee shall acknowledge that he/she has read any materials evaluative in nature by affixing his/her signature on the copy to be filed. Employee signature does not acknowledge any agreement with the contents of said materials. However, any materials evaluative in nature shall be reduced to writing and placed in the file within 15 days of the initial discussion between the Administrator and employee.

6.2 Association Representation

Employees shall be entitled to have an association representative present during any meeting scheduled for the purpose of disciplinary action.

6.3 Employee Assignments

Registration will occur within 10 days of the end of the current school year. Any change in room, building, class, or subject areas for the ensuing school year shall be notified by the first Friday in August. In the event of changes after the first Friday of August, affected employees will be notified of such changes and invited to confer with the administration regarding such changes. The Board shall have the final authority to make final decisions.

6.4 Extracurricular Assignments

Extracurricular activity sponsorships and coaching positions are assigned on a voluntary basis. If no employee covered by this agreement volunteers to serve as a sponsor and/or coach and after posting in the community for two (2) weeks, the Board reserves the right to make such assignments in reverse seniority order, from among the teaching staff. Two (2) sponsors will be assigned to each class and will progress with that class. New teachers will be placed in vacant positions.

6.4.1 All extra-curricular sponsors/coaches are expected to attend all scheduled events and practices for the sport/activity for which they are sponsors/coaches unless the absence has been requested reasonably in advance, is for good cause and has been approved by the principal and superintendent.

6.4.2 Class Sponsor Stipends – Freshman and junior responsibilities will stay

the same. Sophomores will cover the girls' basketball tournament and four home games. Senior sponsors will cover the boys' home games as well as any girls' basketball games above the four games the Sophomore sponsors cover.

6.5 Employee Work Day

The Employee work day shall begin at 7:50 am. Employees may leave school at 3:30 p.m., except on days when faculty meetings are scheduled. Faculty meetings will be scheduled on the yearly calendar. Faculty meetings will begin at 3:30 p.m. Teachers will not be required to stay later than 4:05 pm. There will be no more than one (1) required faculty meeting after school per month, ***unless there is a need for an emergency meeting for the health, welfare, and safety of the student body.*** When students are dismissed early, employees may leave five (5) minutes after the students are dismissed except on calendar scheduled workshop days, parent-teacher conferences, and one (1) open house or freshman orientation. There shall be 2:00 pm dismissals on the last work-day prior to Thanksgiving, Christmas, Spring Break and the last day of student attendance.

For the purpose of administering this agreement:

Full day =	7:50 a.m. to 3:30 p.m.
Half day A.M. =	7:50 a.m. to 11:45 a.m.
Half day P.M. =	11:45 a.m. to 3:30 p.m.

6.5.2 All high school faculty, housed in the high school building, shall attend the high school graduation ceremony, unless the absence has been requested reasonably in advance, and has been approved by the principal and superintendent.

6.5.3 All high school faculty, housed in the high school building, shall attend the National Honor Society (NHS) ceremony ***or the high school academic awards program,*** unless the absence has been requested reasonably in advance, and has been approved by the principal and superintendent.

6.6 Place of Work

Employees shall not be restricted to specific classrooms or buildings so long as their activities pertain to their assigned duties, except notification shall be made to the office upon leaving the building.

6.7 School Calendar

The school calendar shall consist of 185 days of which at least 176 will be student

attendance days.

6.7.1 Prior to the adoption of the school calendar by the Board, the Calendar Committee shall propose three calendars for the Superintendent to consider. The Association will vote to recommend for approval one calendar to be submitted to administration. If any changes to the submitted calendar are made, the administration will notify the Association Presidential Committee Contact Person prior to Board Approval.

6.7.2 Spring break shall consist of, at least, the Friday before and the Monday after Easter.

6.7.3 The employee work year shall consist of 180 employee attendance days. Should the Board decide one (1) additional day before school is needed, the teachers will be paid \$70 per day. The workshop day will be used to plan curriculum and improve teacher skills.

6.8 Duty Free Lunch

All bargaining unit members shall be entitled to a duty-free, uninterrupted lunch, as required in Section 5/24-9 of the School Code.

6.9 Physical Exams

New employees, as required by law, will provide verification of physical fitness, at their expense, to the Waverly Community Unit School District #6, within thirty (30) days from the first day of service.

6.11 Starting in the 2018-2019 school year, all 7-12 teachers will have one preparation period per day under a traditional schedule. The traditional schedule consist of 8 classes per day, with a twenty minute advisory period from 3:00-3:20 per day. All teachers will teach 7 classes per day except for the Athletic Director who will have 6 classes per day, with one preparation period and one period for Athletic Director duties per negotiated language. Pre-K – 6 teachers shall be provided preparation and planning time for a minimum of 225 minutes per week. All teachers shall be permitted to leave the building during their preparation time with approval of their principal or designee.

6.12 Posting of Vacancies

All vacancies, including but not limited to teaching and extracurricular

sponsorships, shall be posted in the employee lounges for a period of no less than ten (10) work days. Employees wishing to fill a vacancy must do so in writing. The faculty will be selected based upon certification and qualifications.

6.13

During the months of September–May, an association representative from Pre-K-6 and 7-12 may attend each Board meeting to showcase their program of teaching. The Association will provide a full schedule of attendees by September 1.

ARTICLE VII
Paper Work Reduction

- 7.1 In accordance with HB1301 (PA85-611), the Board and the Association agree to a plan to reduce routine non-instructional tasks and paperwork tasks.
 - 7.1.1 The administration will eliminate the responsibility for teachers to collect lunch money and also minimize the difficulty with lunch count.
 - 7.1.2 The administration will eliminate supervision of the cafeteria from elementary teachers.
 - 7.1.3 The Principal will discuss with the elementary teachers their preference concerning recess and other supervision on a rotating basis.
 - 7.1.4 Attempts will be made to provide additional time for teachers to complete end of the year inventories and reports. Copies of previous year's reports and forms will be made available.

ARTICLE VIII
Teacher Evaluation

- 8.1 The Evaluation Committee shall annually review the Evaluation plan presently filed with the State of Illinois. If the Evaluation Committee agrees on changes to the Evaluation plan and those changes are approved by both the Board and the Association, then the Evaluation plan shall be so amended. (See Appendix G)
- 8.1.1 The plan shall be reviewed each year.
- 8.2 The Evaluation plan shall contain all legally required components, including the following:
- 8.2.1 A description of each teacher's duties and responsibilities.
- 8.2.2 The standard to which each teacher is to conform.
- 8.2.3 The evaluation shall include personal observations of the teacher in the classroom unless the teacher has no classroom duties.
- 8.2.4 Consideration of the teacher's attendance, planning and instructional methods, classroom management and competency in the subject matter taught, where relevant.
- 8.2.5 A description of the teacher's strengths and weaknesses, with supporting reasons for the comments made.
- 8.3 ***The Evaluation Committee shall consist of equal representation selected by the district and its teachers, or when applicable, the exclusive bargaining representative of its teachers, which shall have its duties set forth in this part regarding the establishment of a performance evaluation plan that incorporates data and indicators of student growth as a significant factor in rating teacher performance.***
- 8.4 Any grievance filed under this Article shall be limited to determining if the specific evaluation procedures, as outlined in the evaluation plan, were followed by the evaluator in a specific teacher evaluation.

ARTICLE IX
Committees

- 9.1 The Board and the Association shall establish an Educational Advisory Committee consisting of three (3) teachers (one from K-5, one from 6-8 and one from 9-12), one (1) board member, and two (2) administrators shall be established by October 1. The Educational Advisory Committee shall address the areas of discipline, in-service, summer school, class size, and other pertinent information relating to educational reform for the Waverly CUSD#6.
- 9.1.1 The Teacher-student ratio is an important aspect of an effective educational program. At the close of registration, the Educational Advisory Committee will meet to review class sizes. This committee may provide input, subject to final approval of the Board.
- 9.2 The Curriculum Committee, Evaluation Committee (see Article VIII), and Insurance Committee shall be established by October 1, and shall meet as necessary. The Association, Board, and/or the Superintendent may call meetings.
- 9.2.1 A Curriculum Committee consisting of three (3) teachers (one from K-5, one from 6-8 and one from 9-12), two (2) principals, and two (2) Board members shall be established. The superintendent and guidance counselor will serve as ex-officio members.
- 9.2.2 Health Insurance Committee - A Health Insurance Committee consisting of one (1) administrator, one (1) Board member and three (3) Association members shall be established each year by October 1. This committee shall review all health insurance plan of the District and make recommendations for change. The recommendations will be submitted to the Association and School Board for Approval.
- 9.2.3 Calendar Committee – A Calendar Committee consisting of two (2) administrators and two (2) Association members shall be established each year by October 1. This committee will propose 3 options for the Association to vote on prior to the April Board Meeting.

ARTICLE X
Leaves of Absence

10.1 Sick Leave

10.1.1 Employees shall be granted twelve (12) days sick leave per year. Unused sick days will accumulate to the maximum number of sick days allowed by TRS, including leave for the current year. If conditions warrant, half days may be used (Reference Article 6.5)

10.1.2 Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. "Immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. (School Code, Section 24-6)

10.1.3 The Board may require a physician's certificate after an absence of three (3) consecutive days for personal illness, or as deemed necessary.

10.1.4 *Employees who have accrued more than 340 sick leave days with the District may be eligible for a lump sum benefit at the time of resignation or retirement if the following conditions are met: 1) A letter of retirement or resignation was submitted to the superintendent by July 30 of the year preceding the June 30 effective date of resignation or termination; 2) The amount of the lump sum benefit due and owing the employee, together with other increases in the employee's creditable earnings shall not exceed six percent (6%) of the creditable earnings paid to the employee during the fiscal year prior to the year of retirement or resignation. The lump sum benefit shall be calculated at the rate of one-half (1/2) of the rate paid to the substitute teachers during the fiscal year the lump sum benefit is paid times the number of sick days that exceed 340 days to a maximum of 85 days, subject to the aforementioned 6% cap. The lump sum benefit shall be paid to the employee in the month of June that the retirement or resignation becomes effective.*

10.2 Workmen's Compensation

10.2.1 If the employee must be absent due to injury covered under workmen's compensation, the employee agrees to sign the workmen's compensation benefit over to the District in return for contracted

salary. In addition, the employee agrees to be docked 1/3 of a sick leave day, per day of absence, for the duration of the disability leave.

10.3 Sick Leave Bank

10.3.1 The purpose of the Sick Leave Bank shall be to provide extended paid sick leave for employees who have exhausted their personally accumulated sick leave and, due to personal serious illness or injury, are unable to return to work. Short-term illnesses are not subject to the following sick leave provisions. Participation in the Sick Leave Bank shall be voluntary. Each employee shall be given an application form at the beginning of each school year or upon employment if during the school year. An employee desiring to participate shall sign the application and return it to his/her building representative. Each employee participating will contribute one (1) day of his/her accumulated sick leave. Any days transferred by the employee shall remain in the Sick Leave Bank. The Board shall not be liable for any days transferred and shall not contribute any days to the Sick Leave Bank. The total number of days to accumulate in the bank shall not exceed 200. Once the total maximum number of days has been reached, the bank will be closed for membership, except any new employee who was not given the opportunity to donate shall be allowed to donate one (1) day. Only members of the Sick Leave Bank shall be allowed to withdraw days from the Bank. In order to remain an active member, an employee must contribute to the bank when asked by the Sick Leave Committee. If an employee elects not to seek membership, he/she shall not be eligible to participate in the Sick Leave Bank. No member shall be allowed to draw more than ten (10) days during one (1) school year. The balance of the days accumulated at the end of one (1) school year shall carry over to the following year. Should the total number of days withdrawn from the Bank equal the balance at any time, the Bank will cease operations until it can be replenished at the start of the next school year.

A committee consisting of two (2) members selected by the Association and two (2) members of the Administration will be selected to govern the use of the Sick Leave Bank. Only teachers will be entitled to draw from the Bank provided the employee has exhausted his/her personally accumulated sick leave and personal leave days and has made written application to the Committee for

withdrawal of days from the Bank. Should the employee be unable to make application, his/her designee (Family Member, Association Representative or Administrator) may do so on his/her behalf. The application shall state the reason for the inability to return to work along with the physician's statement specifying the nature of the employee's illness. The application shall also state the number of days requested to be used from the Bank. Before granting the request, the Committee must elicit affirmative answers to the following:

- A. Is the employee listed as a current member of the Sick Leave Bank?
- B. Has the employee exhausted his/her personally accumulated sick leave? And personal leave?
- C. Is the absence from work due to a serious illness? (This program would not be used for short-termed illness or maternity leave).

10.4 Personal Leave

10.4.1 Employees may request personal leave in advance for reasons not covered by sick leave. The Board shall grant three (3) days of personal leave each year. Unused personal days will accumulate as personal days. Accumulation will begin with personal days for the 1991-1992 school year. An employee can carry over no more than three (3) unused personal days, with additional personal days accumulating as sick days. If conditions warrant, half days may be used. (Reference Article 6.5)

10.4.2 Employees shall make their request as early as possible.

10.4.3 ***The Administration may grant dock days without pay, if the employee has no days of leave left.***

10.5 Unpaid Leaves

10.5.1 Teachers may apply to the ***Superintendent and the Board*** for an ***unpaid leave***. The Board may grant the unpaid leaves ***for up to one year without pay***.

10.6 Family Medical Leave

10.6.1 In accordance with the Family Medical Leave Act (FMLA), Waverly Community Unit School District, Number 6, Morgan, Sangamon and Macoupin Counties, Illinois, will grant eligible employees unpaid family and medical leave of absence under the following terms and conditions. Except as stated below, employees will not receive compensation or accrue seniority or benefits during a leave of absence.

1. Eligibility

To be eligible for a family medical leave, an employee must:

- a. Have been employed for at least 12 months (not necessarily consecutive), and
- b. Have worked at least 1,250 hours during the previous 12 month period, or
- c. Be in teaching status.

2. Types of Family Medical Leave

- a. Parental Leave: Leave taken in connection with the birth of a child or the placement of a child with an employee for adoption or foster care. Any parental leave must be completed within 12 months of the child's birth or placement.
- b. Family Medical Leave: Leave taken to care for a child, spouse or parent with a serious medical condition.
- c. Personal Medical Leave: Leave taken because the employee is unable to perform the functions of his or her job due to the employee's own serious medical condition.

3. Duration and Scheduling of Leaves

- a. Eligible employees may take up to 12 work weeks of family and medical leave within a 12 month period, beginning July 1.
- b. Leave may be taken:

- 1) In a single period not exceeding 12 workweeks.
- 2) Intermittently in the case of family medical or personal medical leave, when medically necessary, with the days or weeks of leave taken not exceeding the equivalent of 12 workweeks.
- 3) As part of a reduced work schedule in the case of family medical or personal medical leave, when medically necessary, with the hours or days of leave taken not exceeding 12 workweeks.

The following limitations on the scheduling of a leave are designed to reduce any disruption of the educational process and apply only to “instructional employees” (i.e. those employees whose principal function is to teach and instruct students in a class, small group or individual setting):

- (1) If an instructional employee requests an intermittent or reduced schedule leave which is foreseeable based upon planned medical treatment and which would cause the employee to be on leave more than 20% of the employees’ total number of working days over the period of the leave, the employee may be required to choose either to (a) take a full-time leave for a specific period not exceeding the duration of the planned treatment or (b) temporarily transfer to an available alternative position (with equivalent pay and benefits) which better accommodates the recurring periods of leave. The foregoing restrictions would not apply if the intermittent leave constitutes 20% or less of the working days during the leave period.
- (2) If an instructional employee takes a leave of at least three (3) weeks which begins more than five (5) weeks before the end of the semester, and if the employee would otherwise return to work during the last three (3) weeks of the semester, the employee may be required to remain on leave through the end of the semester.
- (3) If an instructional employee takes a leave of more the two (2) weeks for a reason other than the employee’s serious health condition, and if the leave commences during the last five (5) weeks of the semester and would otherwise end

during the last two (2) weeks of the semester, the employee may be required to remain on leave until the end of the semester.

- (4) If an instructional employee takes a leave for a reason other than the employee's own serious health condition which begins less than three (3) weeks before the end of the semester, and if the leave will last more than five (5) days, the employee may be required to remain on leave until the end of the semester.

4. Employee Notice of Leave

- a. An employee requesting a family or medical leave must provide notice to the Superintendent as soon as practicable. The leave shall begin on the specified date in said notice. Where the need for a leave is foreseeable, such as leave taken for the birth of a child, placement for adoption or foster care or planned medical treatment, the employee must provide at least thirty (30) days advance notice. Emergency situations will be reviewed on a case by case basis.
- b. In the case of a request for intermittent or reduced schedule leave, or leave for planned medical treatment, the employee should attempt to schedule the leave so as not to unduly disrupt the District's operations.

5. Medical Condition

- e. In requesting a leave, an employee must provide medical certification from the employee's health care provider, to demonstrate that the leave qualifies under the FMLA and this policy.
- f. In the case of a request for a medical leave, the employee must provide, within fifteen (15) days of the District's request, a medical certification, in the form as required by the District (which shall include the diagnosis, prognosis and expected duration of the condition), from the employee's health care provider stating that the leave is necessary because of the employee's serious health condition or the need to care for a spouse, child or parent

with a serious health condition. For purposes of this policy only, serious health condition is an illness, injury, impairment or physical or mental condition that involves:

- (1) A period of in-patient stay in a hospital, hospice or residential medical facility; or
 - (2) Continuing treatment by a health care provider.
- c. The District, at its expense, may require an employee to obtain a second medical opinion concerning the necessity of the leave. When the second opinion conflicts with the first, the District may require, at its expense, a third opinion from a health care provider approved jointly by the employee and the District. The third opinion shall be final and binding.
- d. Employees who do not provide proper medical certification may be denied the requested leave.

6. Compensation and Benefits

- a. Family medical leaves granted under this policy are unpaid except that an employee may elect to substitute paid personal leave and paid sick leave for parental leave, family medical and personal medical leave purposes.
- b. An employee on family or medical leave will continue to be covered under the District's health insurance plan under the same terms as if the employee has been continuously working during the leave period. The continuation of benefits pursuant to this policy ends when the employee notifies the District of his or her intent not to return to work, fails to return to work on the scheduled date or exhausts his or her family or medical leave rights.

7. Employment Status

- a. Upon conclusion of a leave, the employee will be restored to his or her former position or to an equivalent position, with equivalent benefits, pay and other terms and conditions of employment, including benefit enhancements

granted during the leave.

- b. If an employee seeks an intermittent or reduced schedule medical leave, which constitutes more than 20% of the employees' total working days over the period of the leave, the District may temporarily transfer the employee to an available alternative position with equivalent pay and benefits for which the employee is qualified if the transfer better accommodates the requested recurring periods of leave.
- c. An employee on an approved leave may not perform full-time work for another employer during that leave, ***unless approved by the administration and Board.***

10.7 The Administration shall grant one (1) bereavement day per school year. This day cannot be accumulated or carried over. This will cover any leave of absence needed to attend a funeral that is not covered under the sick leave clause.

ARTICLE XI
Seniority Determinations

11.1 “Seniority” shall be defined as the length of a bargaining unit member’s continuous full-time service within the District. Said service shall be computed from the first day of current uninterrupted employment within the District. The “first day” shall be defined as the day upon which the employee signed acceptance of employment.

11.1.1 All part-time employees shall have the same rights as in 11.1 among themselves.

- a. If a part-time employee becomes a full-time employee, there is no carry over of seniority to full time status.
- b. Part-time seniority shall be computed on a pro-rated basis according to the employee’s full-time equivalency.
- c. When a full-time employee becomes a part-time employee, that employee shall not lose his/her accrued full-time seniority during part-time employment.

11.2 Seniority will not accrue during any leave of absence without pay. Seniority will not be interrupted due to excused absences or illness.

11.2.1 Employees who elect to take a leave of absence of one (1) semester or more shall move .5 of a year on the salary schedule. A leave of less than one (1) semester shall move the employee one (1) year on the salary schedule.

11.3 Employees who are promoted or transferred out of the bargaining unit and subsequently return to the bargaining unit without a break in service shall have their seniority computed from the first day of original employment.

11.4 In the event District seniority is equal between employees, the following procedures are to be utilized as a tie breaker:

11.4.1 Previous teaching experience for which credit is granted on the salary schedule.

11.4.2 Education for which credit is granted on the salary schedule.

11.4.3 Further ties to be decided by the drawing of lots.

ARTICLE XII
Reduction in Staff

- 12.1 The Board will follow School Code Section 5/24-12, *as amended* in reduction of staff.
- 12.2 Recall will be based upon School Code Section 5/24-12.1, *as amended*.

ARTICLE XIII
Sub-Contracting

13.1 In accordance with the provisions of this contract, the Board shall offer new teaching positions for any district program instituted by the Board on or after the effective date of this agreement first to the certified staff within the District who are legally qualified to teach said programs. If there are no district teachers legally qualified or who are willing to accept the new position, the Board may employ certified employees from outside the district.

Unless as the result of reduction of staff, the Board shall contract with third parties to provide educational programs for students under the following guidelines:

No Certified staff member is qualified to teach the desired class. Virtual schools shall not be a replacement for a certified teacher for the course desired.

This provision shall not apply to special education programs with Four Rivers Special Education District, vocational programs with CACC, any current cooperative programs with another school district, summer school, or college classes (ex. LLCC).

ARTICLE XIV
Summer School

- 14.1 The Board shall decide what, if any, summer school program shall be conducted during the summers this agreement is in effect.
- While the Board shall decide how state and federal funds for summer school shall be spent, the Board recognizes the desire of the Waverly Education Association to have these funds spent within the District.
- 14.2 If a District summer school program is conducted, teaching positions shall be offered to Waverly Community Unit School District #6 employees based on legal qualification. The Superintendent shall present to the Association Presidential Committee Contact Person a notice describing the summer school program. District #6 teachers will have ten (10) days after posting to sign up to teach summer school. The Association Presidential Committee Contact Person will return to the Superintendent the list of the District #6 teachers who desire to teach summer school and the course or program in which they are interested. The faculty will be selected **according to who is most qualified to teach the course being offered**. If there are not any District #6 teachers meeting the above criteria for summer school employment, then the Board may employ all teachers necessary to conduct the summer school program.
- 14.3 Summer school teachers shall be granted one (1) day for sick or personal leave. Such day is for use during the summer school program only and will not be carried over.
- 14.4 The Educational Advisory Committee **may** recommend beginning and ending dates **and times** for summer school, except as otherwise required by State guidelines.

ARTICLE XV
Teacher Compensation

15.1 Salary Schedule

15.1.1 The Salary schedule shall be increased by 2.0% (includes step) for the 2017-2018 school year and 4.0% (includes step) for the 2018-2019 school year, to be opened for financial negotiations during the summer of 2019.

15.1.2 An employee who has reached step 25 on the salary schedule shall have their annual salary increased by \$1750.

15.1.3 An employee who has reached step 25 on the salary schedule and is receiving longevity pay, will receive an amount equivalent to at least one (1) step of the salary schedule in the event 0% on the base is agreed to by both parties for the respective school year(s) affected by the 0%.

15.2 Extra-curricular Schedule

15.2.1 The extra-curricular schedule shall be set forth in Appendix D, which will be attached to and incorporated in the contract agreement for 2014-2017.

15.2.2 A sponsorship stipend may be split between two people if agreed upon between the administration and the parties involved.

15.3 Teacher's Retirement System

15.3.1 The Board will pay 0.098901 of all teacher's earning to TRS.

15.3.2 The Board will pay the additional .75% for the 2014-2017 school years of the health insurance contributions to Teachers' Health Insurance Security Fund.

15.4 Insurance or Tax Shelter Annuity

15.4.1 The Board will pay \$350 per month of the individual premium for Health Insurance, or an equal amount to a tax sheltered annuity, subject to the following restrictions:

15.5 Cost Reimbursement

15.5.1 The Board shall pay the same rate of cost reimbursement for the same service to eligible teachers at the same rate received by the Administration and the Board, with the only limitation being a two hundred fifty (250) mile radius from District 6 premises for mileage reimbursement.

15.6 Internal Substitution

15.6.1 Teachers may be assigned to substitute in a classroom during preparation periods or bear responsibility for students other than those students for which they are normally responsible. If no one volunteers to substitute, the Administration reserves the right to assign. Teachers shall be compensated at the following rates:

a.	up to 30 minutes	\$ 9.00
b.	31 to 60 minutes	\$18.00
c.	61 to 90 minutes	\$27.00

15.6.2 Payment for these services will be paid monthly.

15.7 Extended Employment

15.7.1 Teachers will be paid twenty (20) dollars per hour for each hour the teacher is required to work beyond the normal school day. Extended employment will be limited to Special Education IEP/MDC meetings, Principal Assigned Detentions, Four Rivers Meetings, Pre-K and Kindergarten Screenings/Registration, Drivers Education, and approved after school programs. Teachers qualifying for compensation under Appendix D, E, F are excluded from this provision when the requirement is related to the extra duty performed. Mileage reimbursement will apply when the requirement is at a location other than District # 6 premises.

15.8 Summer School Stipend

15.8.1 Summer school teachers will receive twenty (20) dollars per hour compensation for teaching District summer school.

15.9 Home Bound

15.9.1 Homebound teachers shall be paid a salary commensurate with the current

salary schedule, based on college preparation and experience. Salary shall be calculated by dividing the teacher's gross salary (including board paid TRS) by 7.5 (hours) and then again by 180 (days of teaching).

Mileage shall be paid to teachers at the applicable rate paid by the District for actual round trip travel between school and the child's home

15.10 Tuition Reimbursement

15.10.1. The district and association encourage employees to continue their education so as to improve the instructional environment of the district. All hours of credit for tuition reimbursement or advancement on the salary schedule shall be earned from either a state university in Illinois, accredited private college/university in Illinois, or an institution identified on a list to be set by the Curriculum Committee and must meet the following conditions:

- i. Completed courses that the awarding college or university will accept in an accredited graduate degree program.
- ii. Completed courses that the Illinois State Board of Education will accept toward certification as Highly Qualified under NCLB requirements.

15.10.2 The superintendent shall apply the guidelines listed below to approve or deny course credits for reimbursement or advancement on the salary schedule. At the superintendent's sole discretion, one or more of the following guidelines may be waived.

- a. No more than 18 credit hours earned in any one School calendar year may be applied toward tuition reimbursement or advancement on the salary schedule, except when the credit hours are earned in either an accredited master's degree program or in a course of study approved by the superintendent.
- b. Tuition reimbursement or advancement in the salary schedule shall be awarded only for credits earned

with a grade of B or better, or with a pass in the event that qualifying courses are only evaluated on a pass/fail basis.

c. Hours applied for advancement on the Certified Staff salary schedule at the M+8, M+16, M+24 levels must be earned after the Master's degree is completed.

d. Advancement on the salary schedule shall be awarded the first full school year following the completion of the credits (fall or spring), for all applications submitted with the required proof within 6 months of the completed coursework.

15.10.3 The Board will pay up to \$150 per semester hour for up to 18 credit hours per year of approved coursework taken and completed with grade of B or better, or with a pass in the event that qualifying courses are only evaluated on a pass/fail basis. The Board will only pay up to 60 semester hours of approved course work during the employment of the teacher. This contractual time is effective for courses taken after August 16, 2011.

15.10.4 Applications for tuition reimbursement, or salary schedule advancement must be submitted to the superintendent on or before September 1 of the school year the employee is applying for tuition reimbursement. All requests must be submitted within 6 months of the completion of the coursework.

1. Tuition reimbursement will be paid only with the submission of a grade slip or transcript indicating the coursework is completed at the grade B or better, or a pass if the qualifying course is only evaluated on pass/fail basis.

2. Salary schedule advancement shall be awarded only upon the submission of a completed letter of request and a grade slip or transcript indicating the course work is completed at a grade B or better, or a pass if the qualifying course is only evaluated on a pass/fail basis. If applicable, a transcript showing that the Master's Degree has been earned must also be submitted.

3. Any teacher who receives tuition reimbursement shall repay the amount of reimbursement if the teacher leaves the district within two years of the receipt of the reimbursement.

15.11 The district will pay \$300, or the difference if a grant is received, for any teacher working toward National Board Certification. Teachers working on their National Board Certification will also be granted two professional leave days if required by NBPTS and approved by the Superintendent. The \$300 payment will be reimbursed to the applicant after the successful completion of the National Board Certification. In addition, the Waverly CUSD # 6 will not be responsible for any expenses accrued with this certification. This includes, but is not limited to: mileage, lodging, and meals.

ARTICLE XVI
Effect of Agreement

16.1 Complete Understanding

The parties acknowledge that during the master negotiations, each has had unlimited right and opportunity to make demands and proposals with respect to any subject matter within the area of collective bargaining, as defined in the Illinois Labor Relations Act. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Further discussions, negotiations regarding this agreement must be by mutual agreement of both parties. The Board agrees that during the period of this Agreement, it shall not unilaterally change any bona fide past practice, or policies with respect to salaries, hours, conditions of employment, and fringe benefits enjoyed by members, without prior consultations and negotiations with the Association.

16.2 Individual Contracts

The terms and conditions of this Agreement shall be reflected in individual contracts and employment agreements.

16.3 Saving Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violated the law. The remaining articles, section and clauses shall remain in full force and effect.

16.4 No Strike

During the terms of this Agreement, teachers shall not participate in a strike in whole or in part. Strike means a teacher's refusal in concerted action with others to report for duty, or his or her willful absence from his or her position, or his or her stoppage of work, or his or her absence in whole or in part from the full, faithful proper performance of his or her duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment.

16.5 This agreement shall be effective July 12, 2017 and shall continue in effect until July 12, 2019.

This agreement is signed this _____ day of _____, 2017.

IN WITNESS THEREOF:

FOR THE WAVERLY
EDUCATION ASSOCIATION

FOR THE BOARD OF
EDUCATION – WAVERLY
COMMUNITY UNIT SCHOOL DISTRICT #6

Association Presidential
Committee Member

President of the Board

Secretary of the Association

Secretary of the Board

MEMORANDUM OF UNDERSTANDING

SECTION 8.1-8.2

The Board and Association understand that by September 1, 2016, Waverly CUSD #6 will required to adopt a new evaluation system to comply with the Performance Evaluation Act (PERA). Since the Board and the Association further understand that the PERA implementation date for the District falls within the time period covered by this agreement, it has been agreed that in the spring of 2016, the Board and the Association will open the contract to impact bargain section 8.1-8.3.

ARTICLE IX

The Board and Association understand that by September 1, 2016, Waverly CUSD #6 will required to adopt a new evaluation system to comply with the Performance Evaluation Act (PERA). Seniority will be impacted with the new PERA regulations. Since the Board and the Association further understand that the PERA implementation date for the District falls within the time period covered by this agreement, it has been agreed that in the spring of 2016, the Board and the Association will open the contract to impact bargain Article IX.

SECTION 15.3

The Board and Association have found that the new TRS regulations have not been solidified at the writing of this contract. It was agreed that the Board and Association will open the contract within 30 days to impact bargain Section 15.3 after the ongoing litigation has been resolved.

WEA Representative

Waverly CUSD #6 Board President

Date

Date