# **CONTRACT YEARS**

2021-2024

# AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF

WATERLOO COMMUNITY UNIT SCHOOL DISTRICT NO. 5

AND

WATERLOO CLASSROOM TEACHERS' ASSOCIATION

W.C.T.A., I.E.A., N.E.A.

# **TABLE OF CONTENTS**

TABLE OF CONTENTS1-2						
ARTICLE I	RECOGNITION					
1.1 - 1.2 - 1.3	Recognition3					
ARTICLE II	NEGOTIATIONS PROCEDURE					
2.1	Representatives4					
2.2	Authority to Negotiate4					
2.3	Negotiation Procedure4					
2.4	Impasse Procedure4					
2.5	Bargaining Meetings4					
ARTICLE III	PROFESSIONAL GRIEVANCE PROCEDURE					
3.1	Definitions5					
3.2	Procedure 5					
3.3	Bypass6					
3.4	Class Grievance6					
3.5	Association Participation - Licensed Staff Represented6					
3.6	No Reprisals Clause6					
3.7	Grievance Withdrawal6					
3.8	Association Information Licensed Staff Not Represented6					
3.9	Filing Grievance in Other Forum6					
ARTICLE IV	ASSOCIATION AND LICENSED STAFF RIGHTS AND RESPONSIBILITIES					
4.1	Right of Membership7					
4.2	Right of Representation7					
4.3	Right to Review - Personnel File7					
4.4	Dues Deduction7					
4.5	Meetings, Notices, and General Information7					
4.6	Association - Unit Superintendent Consultation 8					
4.7	Pertinent Information 8					
4.8	Consulting Licensed Staff 8					
ARTICLE V	EMPLOYMENT CONDITIONS					
5.1	School Calendar9					
5.2	Licensed Staff Workday 9					
5.3	District-Wide Committees10					
5.4	Notification of Assignments10					
5.5	Pupil Discipline10					
5.6	Assignment of Duties or Responsibilities10					
5.7	Vacancies, Promotions, and Transfers11					
5.8	Daily Work Schedule11					
5.9	Educational Credit11					
5.10	Board Policy and Procedure Changes11					

# TABLE OF CONTENTS

ARTICLE VI	EVALUATION	
6.1 - 6.2 - 6.3 - 6.4	Evaluation	12
6.5 - 6.6 - 6.7 - 6.8	Evaluation	12
•••		
ARTICLE VII	REDUCTION IN FORCE	
7.1-7.2-7.3-7.4-7.5	Reduction in Force	13
7.6	Reduction in Force	13
ARTICLE VIII	LEAVES	
8.1	Sick Leave	14
8.2	Professional Conferences	14
8.3	Maternity Leave	15
8.4	Adoption Leave	15
8.5	Uncompensated Sick Leave of Absence	
8.6	Association Leave	16
8.7	Rights on Leave	
8.8	Personal Leave	
8.9	General Leave of Absence	
0.0	Control Eddy's of Alboonsoo	
ARTICLE IX	LICENSED STAFF COMPENSATION AND FRINGI	BENEFITS
9.1	School Year - Salary Schedule	18
9.2	Pay Day	
9.3	Payroll Instruments	
9.4	Extra-Duty Pay	
9.5	Extra-Duty - Payroll Procedure	
9.6	Hospitalization, Major Medical, and Life Insurance	
9.7	Mileage	
	Credit Union Deduction	
9.8		
9.9	Tax Caps, Cost Revenue, Strike	
9.10	Severance Incentive	
9.11	Early Retirement Option	
9.12	Board Paid TRS Retirement	22
9.13	Internal Revenue Section 125 Cafeteria Plan	
	Including Flexible Spending Accounts	
9.14	National Board Certification	22
ADTICLE V	ECCENT OF ACDECMENT	
ARTICLE X	EFFECT OF AGREEMENT	
10.1 - 10.2 - 10.3 -		0.2
	Effect of Agreement	23
APPENDIX A	Supplemental Job Compensation Schedule	24
	Every Duty	47 25_26_27
APPENDIX B	Extra-Duty	20-20-27
APPENDIX C		20
APPENDIX D	SALARY SCHEDULES	00
	Contract Year 2020-2021	29

# ARTICLE I

#### RECOGNITION

1.1 The Board of Education of Waterloo Community Unit School District No. 5, Monroe County, Illinois, hereinafter referred to as the "Board", recognizes the Waterloo Classroom Teachers' Association, affiliated with the Illinois Education Association, hereinafter referred to as the "Association", as a negotiating agent for all full-time and part-time regularly employed licensed staff (i.e., those employees in a position which requires a Professional Educator License) placed on the Waterloo Classroom Teachers' Association salary schedule, hereinafter referred to as "Licensed Staff". Specifically excluded from the bargaining unit are any licensed staff not represented by Waterloo Classroom Teachers' Association.

Part-time licensed staff shall be included in the bargaining unit and subject to the terms and conditions of the Agreement but their salaries and benefits shall be based on their fractionalized employment status.

Part-time licensed staff must work a minimum of twenty (20) hours per week for eligibility in the group insurance plan.

- 1.2 The term licensed staff when used hereinafter in this Agreement, shall refer to all licensed staff represented by the Association in the negotiating unit as determined in Section 1.1 above.
- 1.3 The Board agrees not to negotiate with any other licensed staffs' organization with regard to items contained in this Agreement unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement.

# **ARTICLE II**

#### **NEGOTIATIONS PROCEDURE**

#### 2.1 REPRESENTATIVES

Each party shall select its own representative. Each negotiating team shall consist of no fewer than three (3) and no more than six (6) members.

#### 2.2 AUTHORITY TO NEGOTIATE

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 agreements. Tentative agreements shall be reduced to writing and initialed and upon final agreement, the entire contract shall be submitted to the Association for ratification and subsequently to the Board for adoption.

#### 2.3 NEGOTIATION PROCEDURE

The Association shall notify the Board of Education by May 1 requesting that the negotiation process shall begin. The Association and Board of Education shall meet informally to mutually agree on the negotiation process by June 1. If both parties can't mutually agree on a process, the Association shall present in writing their items for negotiations by June 10. The Board of Education will present in writing their counter proposal within 15 days of the date they received the licensed staffs' package. If an agreement is not reached twenty (20) calendar days before the commencement of the new school year, either party may declare to the other in writing that an impasse exists and call for mediation services of the Federal Mediation and Conciliation Service (FMCS).

#### 2.4 IMPASSE PROCEDURE

When impasse has been declared, the Federal Mediation and Conciliation Service (FMCS) shall be requested by the parties to appoint a mediator. The mediator shall meet as soon as possible with the parties or their representatives or both, either jointly or separately, and shall take such steps as he/she may deem appropriate, in accordance with the rules and regulations of the Federal Mediation and Conciliation Service (FMCS) to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

#### 2.5 BARGAINING MEETINGS

Bargaining meetings shall be closed sessions. Times and dates shall be determined by mutual agreement. The next meeting will be set prior to adjournment of the "current" negotiating session.

# **ARTICLE III**

#### PROFESSIONAL GRIEVANCE PROCEDURE

#### 3.1 **DEFINITIONS**

A. A claim by any licensed staff that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.

B. All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays in order that the matter may be resolved before the close of the school term or as soon thereafter as possible.

C. Nothing contained herein shall be construed as limiting the right of any licensed staff having a grievance to discuss the matter informally with the supervisor and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement.

D. The Board or its designee agrees to notify the President of the Association within five (5) school working days of any formal discussion between any licensed staff and administration regarding any issues which deviate from contract language or intent. The notification will include: dates, issues, persons involved, and outcome.

#### 3.2 PROCEDURE

The parties hereto acknowledge that it is usually most desirable for any licensed staff and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the licensed staff, a grievance may be processed as follows:

- A. The licensed staff shall present the grievance in writing within fifteen (15) school working days of the occurrence of the event giving rise to the grievance, specifying the article and clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved who will arrange for a meeting to take place within fifteen (15) school working days after receipt of the grievance. The supervisor shall provide a written answer to the grievance of the aggrieved licensed staff within fifteen (15) school working days after meeting. This answer shall include the reasons for the decision.
- B. If the grievance is not resolved at Step 1, the aggrieved licensed staff and representative, if one is requested by the aggrieved licensed staff, shall refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after the receipt of Step 1 answer, or within fifteen (15) days after the Step 1 meeting, whichever is later. The Superintendent shall arrange for a meeting with the aggrieved licensed staff and an Association representative, to take place within fifteen (15) days of receipt of the appeal.
- C. If the aggrieved licensed staff and the Association are not satisfied with the disposition of the grievance at Step 2 or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), which shall act as the administrator of the proceedings. If a request for a hearing is not filed within thirty (30) days of the date of Step 2 answer, then the grievance shall be deemed withdrawn.
  - 1. Neither the Board of Education nor the Association shall be permitted to assert any grounds or evidence before the Arbitrator that have not previously been disclosed to the other party.
  - The Arbitrator shall have no power to alter the terms of this Agreement.
  - 3. Each party shall bear the full cost for its representation in the grievance procedure.
  - 4. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Association.
  - 5. Each party shall share equally the cost of the arbitrator and the AAA.

#### 3.3 BYPASS

If the Association and the Superintendent agree, Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2.

#### 3.4 CLASS GRIEVANCE

Class grievances involving one or more licensed staff or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step 2.

#### 3.5 ASSOCIATION PARTICIPATION - LICENSED STAFF REPRESENTED

The Board acknowledges the right of the Association's grievance representative, if requested by the aggrieved licensed staff, to participate in the processing of a grievance. No licensed staff shall be required to discuss any grievance if the Association's representative is not present.

#### 3.6 NO REPRISALS CLAUSE

No reprisals shall be taken by the Board or the administration against any licensed staff because of the licensed staff's participation in this grievance procedure.

#### 3.7 GRIEVANCE WITHDRAWAL

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

#### 3.8 ASSOCIATION INFORMATION - LICENSED STAFF NOT REPRESENTED

When any licensed staff is not represented by the Association, the Association shall receive notice of all decisions made regarding the grievance.

#### 3.9 FILING GRIEVANCE IN OTHER FORUM

If the Association or any licensed staff files any claim of an alleged violation, misinterpretation or misapplication of this Agreement in any forum other than the grievance procedure of this agreement, the Board may require the Association or grievant to process the said claim or set of facts through the grievance procedure.

# **ARTICLE IV**

#### ASSOCIATION AND LICENSED STAFF RIGHTS AND RESPONSIBILITIES

#### 4.1 RIGHT OF MEMBERSHIP

Licensed staff, as defined in Article I, shall have the right to join, or not to join, the Association and to participate in professional negotiations with the Board or its designee through representatives of their own choosing. The Board and the Association shall not discriminate against any licensed staff for reason of membership or non-membership in the Association, participating in negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this Agreement.

#### 4.2 RIGHT OF REPRESENTATION

When any licensed staff is required to appear before the Board concerning any matter which could adversely affect the licensed staff's employment or the licensed staff's salary, the licensed staff shall be entitled to have an Association representative of his or her choice present. Further, when licensed staff is required to appear before the Board, the licensed staff shall be advised in writing at least three (3) calendar days before the scheduled meeting with the Board of the reasons for the requirement.

#### 4.3 RIGHT TO REVIEW - PERSONNEL FILE

The official file of all materials related to any licensed staff shall exist at the Administrative Central Office. Any licensed staff shall have the right to review the contents of said licensed staff's personnel file with the exception of pre-employment confidential materials, and to attach and place therein written reactions to the contents. The licensed staff may review his/her file upon reasonable advance notice - submitted to the Superintendent and/or, his /her designee during the regular hours established for the Central Office. The licensed staff may not remove any materials from said file, however, copies of materials shall be made for the licensed staff (at his/her expense) if requested.

Any licensed staff shall be informed of material being placed in the licensed staff's file which is derogatory to a licensed staff's conduct, service, character, or personality. The licensed staff shall acknowledge that he/she has seen such material by affixing his/her signature on the actual copy to be filed. The signature does not indicate agreement with the content of the materials.

#### 4.4 DUES DEDUCTION

The Board shall deduct from each licensed staff's pay the current dues of the Association, provided that the Board has been notified by the Association of a licensed staff-executed authorization for continuing dues deduction, the amount of which shall annually be certified by the Association. The District will remit to the Association all dues deductions to which it is entitled by the end of each month. All dues authorizations or revocations shall be processed solely by the Association. The Association shall indemnify the Board for any damages and reasonable costs incurred for any claims made by employees for its deductions made in good faith reliance on information provided to it by the Association, as required by the Illinois Educational Labor Relations Act (115 ILCS 5/11).

#### 4.5 MEETINGS, NOTICES, AND GENERAL INFORMATION

The Association shall have the right upon approval of the Building Principal and Unit Superintendent, to use the school buildings for meetings provided that such meetings do not interfere with instructional and/or extracurricular programs. The Association may use licensed staff school mailboxes and licensed staff lounge bulletin boards for Association matters, and the Superintendent shall be given a copy of all open communications. If approved by the Building Principal, the Association shall be allowed reasonable use of school equipment. The Association will pay for all materials used. No school equipment shall be used for political purposes.

#### 4.6 ASSOCIATION - UNIT SUPERINTENDENT CONSULTATION

The Association shall be given the opportunity to speak on a regular basis with the Unit Superintendent with respect to matters pertaining to employment conditions prior to Board action.

#### 4.7 PERTINENT INFORMATION

The Board will make available to the President of the Association through electronic transmission a copy of the Board agenda and a copy of the approved Board minutes. The Board will make available to the Association, in response to written requests, public information including annual financial reports, audits, and adopted budgets.

#### 4.8 CONSULTING LICENSED STAFF

If the administration requires any consulting licensed staff to attend a meeting during the school day, he/she will be released from his/her assigned duties during that meeting without loss of pay.

## **ARTICLE V**

#### **EMPLOYMENT CONDITIONS**

#### 5.1 SCHOOL CALENDAR

Prior to the Board's adoption of the calendar for the next succeeding school year, the W.C.T.A. executive committee shall be given a copy of the proposed calendar and shall be given the opportunity to submit recommendations to the Superintendent of Schools. The Board shall establish for the coming year a school calendar which does not exceed 190 school days. The calendar shall contain no more than 180 licensed staff workdays. Emergency days that are not used for emergency purposes, may be designated as special holidays at the Board's discretion. At the Board's option, up to two (2) additional calendar days may be added for district-wide staff development day(s) to be paid at the rate of 1/180th of the licensed staff's salary.

#### 5.2 LICENSED STAFF WORKDAY

The normal licensed staff workday shall be a consecutive seven (7) hour and thirty (30) minute workday, unless otherwise provided in this Agreement. It is not the intent of the administration to schedule split hours. During each workday the licensed staff shall be entitled to a duty-free lunch period equal to that specified in the *Illinois School Code*, Section 24-9. If a decision evolves to change the current workday to a different format, this Agreement shall be reopened exclusively for changes to the current agreement that impact working conditions due to the change.

The normal daily teaching schedule for full-time licensed staff in grades 9-12 shall include five (5) teaching periods of no less than fifty (50) minutes, one (1) supervisory period, and one (1) planning period. The planning and preparation time will be equal to the number of minutes in a full classroom period. If any licensed staff in grades 9-12 is required to teach a sixth assignment\* in lieu of a supervision, the Board will reimburse the licensed staff for the sixth assignment as shown in Appendix A of this Agreement. No licensed staff will have a sixth assignment during planning time.

Normal daily teaching schedules for licensed staff in grades 6-8 shall include six (6) teaching periods, one (1) supervisory period, and one (1) planning period. The planning and preparation time will be equal to the number of minutes in a full classroom period. If licensed staff in grades 6-8 is required to teach a seventh assignment\* in lieu of a supervision, the Board will reimburse the licensed staff for the seventh assignment as shown in Appendix A of this Agreement. No licensed staff will have a seventh assignment during planning time.

Teaching schedules in grades Pre-K through five (5) shall give all full-time licensed staff a forty (40) consecutive minute preparation. Any licensed staff in grades K-5 who does not receive a daily preparation period of at least forty (40) consecutive minutes will be reimbursed at the hourly rate set in Appendix A as stated in this Agreement.

Licensed staff required to attend special education staffings on non-school workdays, or on school workdays extending 30 minutes beyond the workday of the individual licensed staff, will be paid the Special Education Rate as stated in Appendix A of this Agreement.

\*Extra assignments are not intended to be a regular occurrence. If the number of classes dictates, an extra position will be opened. Extra assignments are intended to be voluntary.

#### 5.3 DISTRICT-WIDE COMMITTEES

The Board of Education believes that licensed staff are professionals with responsibilities inside and outside the classroom for which they are paid a yearly salary. The Board of Education also recognizes that periodically licensed staff may be asked to perform duties in addition to their normal professional responsibilities.

Duties that the Board has identified as falling outside a licensed staff's normal professional responsibility and for which extra compensation will be paid are:

District-wide and other special committees that may be developed by the Board of Education and Superintendent.

Pay will be governed by the following:

- A. The Superintendent will indicate the committee assignment, the job description of the committee, and the amount of pay in writing by September 1 when assigning the licensed staff to the committee.
- B. The pay will be for times that the licensed staff spends outside the regular workday.
- C. The rate paid per hour will be the daily rate paid to substitute licensed staff divided by 7.
- D. The Superintendent or Board of Education may pay a lump sum amount for work on a committee in lieu of the substitute rate.

#### 5.4 NOTIFICATION OF ASSIGNMENTS

All licensed staff shall be given notice of their tentative assignments for the forthcoming year no later than August 1 preceding the new school term. In the event changes in such assignments are required, the licensed staff affected shall be notified promptly, in writing. The licensed staff shall be allowed to resign if such proposed change is not acceptable. The effective date of said resignation shall be twenty-four (24) hours after a suitable replacement assumes the assignment in question.

#### 5.5 PUPIL DISCIPLINE

The parties agree that the licensed staff has the primary responsibility for maintenance of discipline within the classroom. The administration, however, recognizes its responsibility within the parameters of Board Policy to assist the licensed staff in maintenance of control and discipline. Assist is to be interpreted as follows: "Although licensed staff are expected to take care of their discipline, extreme cases shall be taken to the Building Principal, Assistant Building Principal, or Dean of Students and mutual follow-up shall be made between licensed staff, Building Principal, and the pupil. If student licensed staff conferences, parent licensed staff conferences, or student licensed staff-administrator conferences have been unsuccessful in controlling student behavior, licensed staff may request the dropping of a student from a class. Final action shall be left with the Building Principal and/or Unit Superintendent.

# 5.6 ASSIGNMENT OF DUTIES OR RESPONSIBILITIES

When it is necessary for a building administrator to make any duty assignments outside the basic classroom function of instruction as an extra assignment, it shall be first offered on a voluntary basis. If the administration is unable to fill said assignment on a volunteer basis, they retain the right to assign said Duties. These involuntary assignments will be rotated on a fair and equitable basis within the attendance center staff.

#### 5.7 VACANCIES, PROMOTIONS, AND TRANSFERS

The Superintendent will post in all school buildings and electronically to all licensed staff a notice of all vacancies in positions as they occur. Except in the case of emergency, no vacancy shall be filled until such vacancy has been posted for at least five (5) school working days. When a vacancy exists, a licensed staff member may request in writing a transfer to another building to the building principals [current and proposed]. This request should include a current resume, updated transcripts, and license(s). All candidates must go through at least an informal interview process. Denial of requests to fill vacancy shall be in writing. Any licensed staff member may apply for transfer to another building when a vacancy exists. Denials of a request for transfer shall be in writing. In the event involuntary transfers are necessary, the licensed staff affected by such involuntary transfer shall receive consideration in a subsequently requested transfer. Consistent with Section 24-1.5 of the *Illinois School Code*, the District's decision to select a particular candidate to fill a new or vacant position is not subject to review under the Grievance Procedure, provided that, in making such a decision, the District does not fail to adhere to procedural requirements in this Agreement relating to the filling of the new or vacant position. The parties agree that the proper remedy for a procedural violation is not an entitlement for a licensed staff member to be placed into the position.

# 5.8 DAILY WORK SCHEDULE

Initial work schedules will be distributed on the first day of school. It is understood, however, that these schedules are subject to change.

#### 5.9 EDUCATIONAL CREDIT

- A. College credits for salary purposes must be earned at colleges approved for the Professional Educator License(s) by the Educator Licensure Division, Illinois State Board of Education.
- B. Courses earned beyond the Bachelor's and Master's Degrees for salary purposes, must relate to the licensed staff's teaching field or maintaining license(s) and the course must be approved by the Building Principal and Central Office Administration.
- C. Correspondence courses will be allowed for salary advancement so long as approved as part of the requirement for an advanced degree or maintaining license(s).
- D. The Board shall pay up to \$250.00 per semester hour not to exceed nine (9) semester hours per year per person toward tuition for approved courses at an accredited university. To be approved, the course(s) must: 1) meet the requirements set forth in 5.9 and; 2) receive the prior written approval of the Central Office Administration. The maximum cost to the District shall not exceed \$30,000 in 2021-2024 per fiscal year (July 1-June 30) with reimbursements being paid no later than June 30 of the fiscal year for the semester hours of credit earned during that fiscal year. If the cost of courses approved and submitted for reimbursement exceeds the largest dollar amount budgeted for the current school year, as outlined above, then the amount reimbursed per credit hour will be prorated. For example, if 500 credit hours have been approved and submitted in 2021-2022, reimbursement will be \$30,000 divided by the 500 = \$60.00 per semester hour.
- E. Licensed staff requesting tuition reimbursement shall provide proof of tuition cost, verification of payment of tuition as well as proof of grade earned by the last day of the applicable school year.

#### 5.10 BOARD POLICY AND PROCEDURE CHANGES

If any changes are to be made in existing Board policy and procedures which affect the licensed staffs' wages, hours, or other terms and conditions of employment, the Board shall:

- A. Notify the Association of any potential change and arrange for a meeting between the representatives of the Board and the Association to discuss any potential change.
- B. The Association shall have fifteen (15) school working days following the above meeting to provide the Board with a demand to bargain if the Association does not agree with the proposed changes.

### **ARTICLE VI**

#### **EVALUATION**

- 6.1 No formal observation shall take place until the evaluator acquaints the licensed staff under his/her supervision with the evaluation procedures, standards, and instruments. The Building Principal or evaluator shall advise all licensed staff as to whom shall observe and evaluate the licensed staff's performance.
- A licensed staff member's evaluation will consist of both formal and informal observations. A formal observation is an observation that is one full lesson in length and must incorporate the beginning, middle, and end of a lesson. Upon completion of a formal observation, a conference between the staff member being evaluated and the evaluator will be held within seven (7) school days. Should the regulations of the Illinois State Board of Education require different observation procedures than those outlined in this Agreement, the regulations shall govern the procedure.
- 6.3 The evaluator shall formally evaluate all licensed staff in writing, using an evaluation instrument designed by the Evaluation Design Joint Committee. In designing the evaluation instrument, the Evaluation Design Joint Committee will seek the input of the Association, but the Evaluation Design Joint Committee shall have the final decision regarding the design of the evaluation instrument. The Association and Board agree that the design of the evaluation instrument is not subject to the grievance procedure contained in this Agreement. All formal observations shall be done with the full knowledge of the licensed staff.
- Non-tenured licensed staff shall be formally observed at least twice each year. Tenured licensed staff shall be formally observed at least once every other year throughout the 2021-2022 school year. Beginning in the 2022-2023 school year, tenured licensed staff shall be observed at least once every three years. Nothing in this Agreement prohibits any certified staff from being formally observed more frequently at the discretion of the Building Principal or evaluator.
- The evaluator shall provide the licensed staff both constructive assistance to improve the quality of instruction as well as a written statement of deficiencies and strengths. Suggestions for improving deficiencies shall be offered by the evaluator in writing, recognizing that the primary responsibility for improvement rests with the licensed staff. The evaluator shall also discuss the ramifications of these deficiencies, both in relationship to instruction and remediation.
- The licensed staff shall sign copies of the written summative evaluation and receive a copy of said summative evaluation. If any licensed staff feels that his/her summative evaluation is incomplete, inaccurate or unjust, he/she may put his/her objections in writing. The evaluator shall sign the licensed staff's objection, if any, a copy of which shall be given to the licensed staff and one copy attached to the evaluation report to be placed in the licensed staff's official personnel file.
- 6.7 Nothing contained herein shall limit the right of management to utilize informal observations and other firsthand evaluative criteria for considering competency of any licensed staff.
  - An informal observation need not be announced. There are no conferencing requirements around informal observations, but it is expected that a post-observation conference will be scheduled if any certified staff is at risk for receiving an "Unsatisfactory" summative rating or "Needs Improvement" summative rating. The licensed staff or an evaluator may request a post conference. The licensed staff must receive written feedback of any evidence within five (5) workdays after the informal observation if any of the evidence will be used in the summative evaluation.
- 6.8 Any grievance filed relative to this article shall be limited to violations of the specific procedures as outlined in Sections 6.1 through 6.7 above. All other aspects of evaluation, including but not limited to criteria, instruments, or personalities, shall not be grievable.

#### **ARTICLE VII**

#### REDUCTION IN FORCE

- 7.1 When the Board of Education deems it necessary to reduce the number of licensed staff in the District because of reasons such as declining enrollments, inadequate finances, the elimination of programs, or consolidation, every effort will be made to make reductions through attrition.
- 7.2 If this is not possible, then reductions shall be in accordance with the *Illinois School Code* and this Agreement.
- **7.3** Board decisions relative to the reduction in force of licensed staff shall be based on the procedures outlined in Section 24-12 of the *Illinois School Code*.
- 7.4 If the Board of Education has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available must be tendered to the licensed staff so removed or dismissed who were in groupings 3 or 4 of the sequence of honorable dismissal and are qualified to hold the positions. The order of recall shall be in the inverse order of dismissal. This language is intended to reflect the recall provisions found in Section 24-12 of the *Illinois School Code*, and in any interpretation of this provision, the statute will govern the recall procedure.

In addition, for licensed staff in grouping 2 who are eligible for recall pursuant to Section 24-12 of the *Illinois School Code* (i.e. those employees in grouping 2 who, prior to the reduction in force, received two summative evaluation ratings, one of which was a "Needs Improvement" and the other was either "Proficient" or "Excellent"), recall rights shall be in effect from the date of termination through February 1 of the school year following the reduction in force, but no later than 6 months from the beginning of the following school term.

7.5 Administration shall maintain and annually update a sequence of honorable dismissal list, pursuant to the requirements of Section 24-12 of the *Illinois School Code*. When the District is required to calculate the length of continuing service with the District for purposes of maintaining the sequence of honorable dismissal list, the length of continuing service shall be calculated from the employee's first day of work in a licensed position (excluding substitute teaching) within the District. A day of work shall be defined as a day in which the licensed staff is present or paid or on FMLA leave. In the case of a tie in continuing service, the sequence of honorable dismissal shall be determined by the employee's date of hire by the Board of Education. In the case of a tie in the date of hire, the tie shall be broken by drawing lots.

Administration shall provide a copy of the updated Sequence of Honorable Dismissal List to licensed staff each year, pursuant to the requirements of Section 24-12 of the *Illinois School Code*. Licensed staff will be asked to complete, sign, and return a response form in writing accepting or challenging the licensed staff member's length of continuing service and current certifications.

Administration shall maintain and annually update a Seniority List of tenured licensed staff, reflecting length of service to the District based on the date of hire by the Board of Education or employment date. The Seniority List shall be posted in the licensed staff's work room in each school building no later than seventy-five (75) days before the end of the school term.

#### **ARTICLE VIII**

#### **LEAVES**

#### 8.1 SICK LEAVE

Each year employees shall be granted, and shall receive as their normal allotment, sick leave days based on their work year number of days, with three (3) days available to be used as personal days, as set forth below:

		Work Year of 200-209 Days		
15	15.5	16	16.5	17

Unused sick leave shall accumulate from year to year.

Sick leave shall be determined to mean personal illness, quarantine at home, or illness or death in one's immediate family or household, or birth, adoption or placement for adoption. Immediate family shall mean parents, spouse, brothers, sisters, children, grandchildren, grandparents, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, and legal guardians.

A maximum of three hundred forty (340) days may be used for retirement purposes per TRS.

Post-Retirement Severance Payment. Upon retirement from the district, an employee who has accumulated more than two hundred twenty-five (225) sick leave days shall receive a severance payment equal to one-half of the substitute licensed staff pay times the number of sick leave days accumulated over 225, up to a maximum of \$3,000. This severance payment shall be consideration for retirement and shall not be considered earned, nor due and payable during the course of the employee's employment with the District. This severance payment shall not be made until after the employee's last work day and after his/her receipt of his/her final paycheck. This severance payment will be made to the employee within fifteen (15) days after his/her last workday and receipt of his/her last paycheck, whichever is last, and not considered as TRS creditable earnings.

Bereavement Leave: Licensed staff may make a request to the Superintendent to use accumulated sick leave days due to the death of individuals other than immediate family. The request must be made in advance to the Superintendent. A maximum of two days during the school year may be allowed for any licensed staff by the Superintendent for this purpose.

#### 8.2 PROFESSIONAL CONFERENCES

Upon the discretion and approval of the Building Principal and the Unit Superintendent, licensed staff shall be allowed to attend professional conferences and expenses for food, lodging, and travel will be reimbursed.

#### 8.3 MATERNITY LEAVE

Tenured licensed staff who are pregnant are eligible for maternity leave, subject to the following conditions:

- A. Maternity leave shall be an uncompensated leave of absence. However, accumulated sick leave may be used in lieu of or combined with uncompensated leave.
- B. Any leave related to pregnancy shall be for a fixed period of time and is subject to the approval of the Superintendent. Written application for the leave shall be made to the Superintendent no later than sixty (60) days prior to the date the leave is to commence. The application shall state the anticipated beginning and ending dates of the leave, and type or combination (sick and/or unpaid) leave(s) desired. No unpaid leave, sick leave or combination thereof related to pregnancy shall exceed one (1) calendar year.
- C. To ensure minimal disruption of the educational process, the termination of all leaves without pay or all leaves without pay combined with sick leave shall coincide with the close or commencement of established grading periods. Subject to the approval of the Superintendent, the termination date of all leaves without pay or all leaves without pay combined with sick leave may fall at another time other than the close or commencement of the established grading period. Where possible, any pregnancy-related leave will commence at the close of a grading period.
- D. No later than seventy-five (75) days prior to the termination of pregnancy-related leave, the licensed staff shall submit to the Superintendent written notice of her intent to return to a similar teaching position. Failure to do so will result in the licensed staff waiving her right to future approval by the Board of Education.
- E. Any tenured licensed staff's request for unpaid leave or combined unpaid/sick leave due to pregnancy shall be subject to final approval by the Board of Education.

#### 8.4 ADOPTION LEAVE

An employee may use up to thirty (30) sick days for purposes of adoption or placement for adoption. Adoption leave without pay shall be granted to tenured licensed staff by the Board provided the following procedures are met:

- A. The licensed staff shall inform the Superintendent of his/her intent to adopt.
- B. The certified private or public agency must require that the licensed staff must be excused from his/her assignment in order to receive the baby. The requirement must also state the minimum length of time needed for a licensed staff to qualify for adoption.
- C. The adoption leave shall be of the shortest duration as certified by the certified private or public agency.
- D. The licensed staff shall present to the Superintendent a letter certified by the certified private or public agency stating the minimum length of time required and the intended dates of the leave.

In no case shall adoption leave be any longer than one school year in length. If any licensed staff wishes to apply for a leave of absence without pay in addition to an adoption leave, the licensed staff may petition the Board for such request. The Board is not obligated to grant an additional leave of absence without pay coupled with the adoption leave.

#### 8.5 UNCOMPENSATED SICK LEAVE OF ABSENCE

Any licensed staff or licensed personnel who becomes ill or physically incapacitated, and who has used all allowable sick leave and/or leave available under the FMLA, during any school year, shall be granted an uncompensated leave of absence for the duration of said school year. In case of any disagreement between the licensed staff and the Board of Education as to the necessity of such leave of absence, the Board of Education may require the certificate of a medical doctor of the Board's choice evidencing such disability and the evidence of the doctor shall be final. All accrued medical fees for this examination shall be paid by the Board.

#### 8.6 ASSOCIATION LEAVE

In the event the Association desires to send a representative to local, state, or national symposiums, the representative(s) shall be excused without loss of salary, providing the Association reimburses the District for the cost of substitutes. The frequency of excused leaves shall be so adjudged so as not to impair the quality of classroom instruction and that a written notice for leave has been submitted to the Superintendent. It is understood by the parties, in the school year, no more than four (4) days will be allowed for this purpose.

#### 8.7 RIGHTS ON LEAVE

Any licensed staff on unpaid, non-FMLA leave authorized by the Board shall be accorded the opportunity to maintain at their expense the benefits to which any licensed staff would have been entitled were the licensed staff regularly employed.

#### 8.8 PERSONAL LEAVE

- A. In accordance with Section 8.1 of the contract, any licensed staff may use three (3) of his/her sick leave days per year as personal leave days. Any licensed staff desiring to use a personal leave day must give at least forty-eight (48) hours prior written notice to the building principal. The licensed staff need not give a reason for such use, however, it is understood that personal leave shall only be used for personal business or unavoidable circumstances. If the Board of Education determines that any licensed staff has abused his or her personal leave, the Board may dock such licensed staff 1/180th of his/her salary for each day of abuse.
- B. Personal leave cannot be used during the first five (5) days or the last (5) days of the school year, or the first three (3) days and the last three (3) days of the semester, without permission of the Superintendent. These restrictions may be waived by the Superintendent. However, it is understood and agreed that the approval or denial of such requests shall be at the Superintendent's sole discretion.
- C. No more than ten percent (10%) of the licensed staff, from the same building may be granted personal leave for the same day. Personal leave shall be granted on a first-come, first-served basis. This provision may be waived by the Superintendent.
- D. Personal leave cannot be used in increments of less than one hour at a time.

  Upon written request, unused personal leave days may be sold back to the District at the completion of each year at the retirement rate indicated on the current salary schedule in Section 8.1.
- E. Unused and unsold personal leave days may be accumulated to a maximum of three (3) days [in addition to the three (3) days allotted each year]. Following ten (10) years of continuous service in the District, based on Board hired date, accumulated unused personal leave days may be used in accordance with personal leave policy. The usage of accumulated unused personal days may only be implemented one time during each ten (10) year longevity period from Board hired date.

## 8.9 GENERAL LEAVE OF ABSENCE

Leave of absence without pay may be granted to licensed staff who have earned tenure status. The Board of Education may accept or reject any requests for an unpaid leave of absence.

Each approved leave of absence shall be of the shortest possible duration and shall not exceed one (1) calendar year and are subject to the following conditions:

- A. The written request for leaves of absence without pay shall be made at least ninety (90) days before the leave is desired.
- B. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
- C. Leave of absence of less than one (1) month, if acceptable and approved by the Superintendent, will not require Board approval nor ninety (90) day notice.
- D. The Board may request specific information regarding the leave of absence and may place specific requirements on the licensed staff who requests an unpaid leave of absence. Under no circumstance will the Board accept a request for a leave of absence for any licensed staff to seek or obtain other employment outside the district.
- E. An unpaid leave of absence shall not count when determining District seniority. All licensed staff may elect to remain in the current insurance program subject to the requirements of the insurance carrier, insurance program, and state and federal laws. The licensed staff must pre-pay the cost of the monthly insurance premium.

# ARTICLE IX LICENSED STAFF COMPENSATION AND FRINGE BENEFITS

#### 9.1 SCHOOL YEAR - SALARY SCHEDULE

The salary schedules shall be as set forth in Appendix D which is attached to and made a portion of this Agreement. The schedules shall be based on a one hundred eighty (180) day school year. Licensed staff must work one hundred thirty-five (135) school days in order to advance one (1) year on the salary schedule. These days may include sick days and non-paid FMLA days.

The following language applied to the 2017-2020 contract:

Licensed staff in the BS column and twelve (12) or more years of experience will receive the bottom salary in that column plus a \$700 increment (cumulative) for the life of the contract.

Licensed staff in the BS 8 or BS 16 column and fourteen (14) or more years of experience will receive the bottom salary in that column plus a \$700 increment (cumulative) for the life of the contract.

In conjunction with longevity steps added in the 2017-2020 contract, placement of some licensed staff in the BS, BS 8 or BS 16 column will not correspond with years of experience due to salary schedule placement in prior contracts.

For the 2020-2021 school year:

- BS with fifteen (15) years or more experience were placed at fourteen (14) years of experience.
- BS 8 or BS 16 with seventeen (17) years or more experience were placed at sixteen (16) years of experience.

Licensed staff in the BS 24 column and seventeen (17) or more years of experience will receive the bottom salary in that column plus a \$700 increment (cumulative) for the life of the contract. Some licensed staff placement in the BS 24 column will not correspond with years of experience on the salary schedule due to the 1993-1994 contract change from nineteen (19) years of experience to include sixteen (16) years - eighteen (18) years of experience because of where the licensed staff was placed on years of experience at the time of the contract change.

Licensed staff in the MS through MS 16 columns and twenty (20) or more years of experience will receive the bottom salary in that column plus an \$800 increment (cumulative) for the life of the contract.

Licensed staff employed shall be placed on the licensed staff's appropriate educational level (horizontal placement). The vertical step placement is indicated on the current salary schedule, entitled "Yrs. Exp." The Board is hereby authorized to negotiate directly with new employees over the amount of past teaching experience which will be recognized for vertical step placement.

#### 9.2 PAY DAY

All licensed staff shall be paid on the 15th and 30th day of the month. If the designated pay day should fall on a holiday, licensed staff shall receive their checks on the day prior thereto. During the summer months and school year vacations or breaks (i.e. Easter Break), checks shall be processed on or before the scheduled pay day.

#### 9.3 PAYROLL INSTRUMENTS

Licensed staff shall receive their pay over a twelve-month period. The Board will offer direct deposit of payroll checks to all licensed staff. Direct deposit will be required for all employees.

#### 9.4 EXTRA-DUTY PAY

An extra-duty pay schedule shall be established as set forth in Appendix B which is attached and made a portion of this agreement.

#### 9.5 EXTRA-DUTY - PAYROLL PROCEDURE

Extra-duty pay shall be added to the licensed staff's salary and divided into twenty-four pay periods or at the completion of the activity.

The extra-duty payment shall be based on Appendix B attached to this agreement. The following procedures shall be followed:

- a. The percentage for each extra duty shall be multiplied times the base salary, which includes the board paid TRS of the prior year.
- b. Experience will be granted for coaching and/or sponsorship experience within each extra duty from both within and outside the Waterloo School District.
- c. Volunteer experience gained within the Waterloo School District which has been approved in advance by the Central Office Administration will be granted.
- d. Any extra-curricular position(s) paid by outside sources shall not exceed the percentage of comparable extra-duty position(s) as found in Appendix B.

#### 9.6 HOSPITALIZATION, MAJOR MEDICAL, AND LIFE INSURANCE

The Board of Education shall pay up to actual cost per month for the life of the contract for each full-time licensed staff towards a hospitalization and major medical insurance policy and for a term insurance policy of \$10,000 for each full-time licensed staff. The Board will pay 90% of the individual health insurance premium for Cornerstone Insurance Group Plan B coverage (or comparable benefits) and 100% of life insurance premiums for each year of the contract. (For purposes of this paragraph, a year shall be defined as a plan year pursuant to the insurance plan.) The employee may choose Cornerstone Insurance Group Plan A health insurance coverage (if available) at his or her additional expense. Full-time licensed staff shall be determined as one who works a minimum of five (5) hours per day, five (5) days per week, for a minimum of thirty-five (35) weeks per year.

If at any point during the life of this contract the Board of Education decides not to continue use of Cornerstone Insurance Group Plan B (or comparable benefits), the Board agrees to negotiate hospitalization and major medical insurance policy with the Association, in the selection of new coverage. In the event no requirements are placed on the district by a hospitalization and major medical carrier concerning a minimum number of licensed staff that must participate, those who do not elect coverage shall have an annuity in the amount of \$250 per month at no cost to the individual. Life insurance benefits will be extended to annuity holders at no cost to the individual.

#### 9.7 MILEAGE

Mileage shall be paid for all authorized travel required by the District at the current (at the time of travel) rate as set by the Internal Revenue Service for tax purposes.

#### 9.8 CREDIT UNION DEDUCTION

The Board shall provide licensed staff the opportunity to have deducted from their paychecks contributions to credit unions. Licensed staff may change a deduction once per calendar quarter by submitting a signed letter to the central office. The change will become effective within thirty (30) days.

#### 9.9 TAX CAPS, COST REVENUE, STRIKE

If the State of Illinois legislature or the voters in Monroe County and St. Clair County pass any law(s) that restricts or caps the growth of local revenue, and that loss is not made up by other state revenues, the salary schedules and other economic issues contained in the Agreement are null and void. In such cases the parties will meet and reopen the Agreement for further negotiations regarding the outstanding issues. In the event agreement is not reached regarding the above reopener, the no strike clause of the Agreement is null and void and the Association may elect to exercise its rights to strike provided the Association follows the impasse procedures as listed in the Illinois Educational Labor Relations Act.

#### 9.10 SEVERANCE INCENTIVE

This benefit is to be paid to retiring licensed staff, who at the time of retirement will have at least twenty (20) years of employment in the Waterloo Community Unit School District No. 5 in a teaching position, and will at the time of retirement incur no ERO penalties for themselves or the District.

A. A severance incentive that will be calculated as follows: A bonus equal to 1.06 percent of the licensed staff's salary during the first year after the letter is submitted times the number of years of service teaching in the District.

Licensed staff shall be entitled to 100% of the severance incentive (paid as noted below) if an irrevocable letter of retirement is received by July 1, four (4) years prior to retirement date.

Licensed staff shall be entitled to 75% of the severance incentive (paid as noted below) if an irrevocable letter of retirement is received by July 1, three (3) years prior to retirement date.

Licensed staff shall be entitled to 50% of the severance incentive (paid as noted below) if an irrevocable letter of retirement is received by July 1, two (2) years prior to retirement date.

Licensed staff shall be entitled to 25% of the severance incentive (paid as noted below) if an irrevocable letter of retirement is received by July 1, one (1) year prior to retirement date.

- B. To be eligible for the provisions of 9.10 the licensed staff must complete the following:
  - 1. Submit an "irrevocable" letter of retirement by July 1, one (1) to four (4) years prior to retirement date along with a benefit estimate statement provided by the Teachers' Retirement System which shows your age and service credit, etc. A retirement form letter can be obtained from the WCTA President. In example: A licensed staff member who qualifies would be required to submit their retirement letter one (1) to four (4) years before retirement and then at the time of retirement will have a total of 20 years or more of longevity within the Waterloo CUSD5.
  - Retire by the end of the school year they become eligible for TRS benefits that do
    not require the District to pay an ERO penalty to the State of Illinois Teacher Retirement
    System.

#### C. Calculation and Distribution:

1. The total dollar amount of the benefit together with all TRS contributions paid on behalf of the employee shall be the benefit amount.

- 2. The initial calculation may be based upon estimates made at the time the notice of retirement is received and a final calculation shall be made and the amount of the benefit adjusted as necessary at the actual time of retirement. All final calculations shall be made based on the licensed staff's proper placement on the appropriate salary schedule in the year of retirement.
- Once calculated, the dollar amount of the benefit shall be distributed as follows: 3. a. For each school year between the time the notice of retirement is given and the date of retirement, beginning with the year the notice is given, the employee shall receive his/her regularly scheduled increases in creditable earnings, plus that portion of the benefit needed to result in the creditable earnings being 106% of the previous year's creditable earnings. The portion paid that is above his/her regularly scheduled increases shall be deducted from the pooled benefit amount and paid in one lump sum payment on June 30th of each year or the retiree's last day of employment, whichever comes first. At the time of retirement any remaining benefit funds shall be paid as one lump sum within fifteen (15) days after his/her last workday and receipt of his/her last paycheck, whichever is last. Such post retirement payment shall not be considered TRS creditable earnings. This post-retirement lump sum payment shall be consideration for retirement and shall not be considered earned, nor due and payable during the course of the employee's employment with the District. This lump sum payment shall not be made until after the employee's last work day and after his/her receipt of his/her final paycheck, whichever is later.
- 4. In calculation of the six percent (6%) increases, the amount may be rounded down to the nearest \$5.00 yearly to avoid TRS penalties.
- 5. These provisions may be bargained at the discretion of the parties in successor agreements; however, any employee covered under this provision will receive the benefit as a minimum guarantee as outlined herein regardless of the inclusion of this provision in a successor agreement or the expiration of this agreement.
- 6. Licensed staff shall receive only the maximum increase to TRS creditable compensation allowed under this provision. And in addition, the District will not pay out any ERO penalties.
- 7. In the interest of further clarification of the calculation of the 6% severance benefit, see example in Appendix C of this document.
- D. It is understood by the retiring licensed staff that, should the retirement incentive be depleted prior to his or her retirement date, that the retiring licensed staff shall receive a pay raise according to the salary schedule.
- E. All required State and Federal income taxes, will be deducted from the severance and/or lump sum payment(s) herein referred to and will not become an added obligation of the Board of Education.
- F. Payment of the severance will be made after the last regularly scheduled pay date following the licensed staff's retirement date.
- G. It is understood that if the Illinois General Assembly passes any laws or TRS changes retirement rules, the Board of Education and the Association will re-negotiation 9.10 and/or any other paragraph(s) within the contract affected by any law or rule changes to TRS.

## 9.11 EARLY RETIREMENT OPTION (ERO) (In the event that an ERO is offered by the state)

#### Licensed Staff Contribution

If a licensed staff member is between the ages of fifty-five (55) to sixty (60) and has at least twenty (20) years but no more than thirty-five (35) years of service as a licensed staff member in the District, and if the licensed staff member's pension status is not more than two (2) years from a non-discounted annuity, then the licensed staff member shall be eligible for a Board ERO contribution to TRS. The eligible licensed staff member may request to make a one (1) time licensed staff member contribution to the Teachers' Retirement System and avoid an early retirement reduction in allowance, so long as an ERO provision is available by law, and only if the request is approved by the Board of Education.

#### **Board Contribution**

In the event the Board approves a request by any licensed staff member to retire under an ERO provision, the Board shall be obligated to make a one (1) time non-refundable contribution to the Teacher Retirement System.

### Eligible Licensed Staff

Not later than January 15, any eligible licensed staff member requesting to retire under the Early Retirement Option shall notify the Superintendent in writing that the licensed staff member intends to retire at the end of the current school term, and if so, whether the licensed staff member intends to make the one (1) time licensed staff member contribution to the System. The licensed staff member's written notification of intent to retire shall be irrevocable upon Board approval of ERO request.

The Board of Education shall approve the ERO request for any licensed staff member meeting the eligibility criteria in this section if the licensed staff member's pension status is not more than two (2) years from a non-discounted annuity.

In addition, the Board of Education shall determine the number of other licensed staff members who may retire and make the one (1) time contribution, but nothing in this Agreement obligates the Board of Education to approve more than two (2) requests to elect the Early Retirement Option in any given two-year period by a licensed staff member with a pension status that is more than two (2) years from a non-discounted annuity.

#### 9.12 BOARD PAID TRS RETIREMENT

Board paid retirement percentages will be applied to all TRS creditable earnings. The Board of Education shall pay additional salary designated for the Teachers' Retirement System [9.0% (0.098901)].

#### 9.13 INTERNAL REVENUE SECTION 125 CAFETERIA PLAN INCLUDING FLEXIBLE SPENDING ACCOUNTS

The district will administer and provide a deferred tax-sheltered flex benefit plan for all licensed staff electing to participate.

#### 9.14 NATIONAL BOARD CERTIFICATION

After the licensed staff has completed all requirements for National Board Certification and provided the Superintendent with verification, he or she will receive compensation at 2% of the base salary, each year the certificate is in effect.

## **ARTICLE X**

#### **EFFECT OF AGREEMENT**

- 10.1 This agreement shall become effective on August 1, 2021, and shall continue in effect until August 1, 2024. When either party executes written notification to the other party prior to May 1 of the year the contract terminates that it wishes to renegotiate the Agreement, the Board shall meet informally with the Association no later than June 1 to mutually agree on the negotiation process and set meeting dates. The agreement may be continued by mutual consent.
- 10.2 The full-time licensed staff represented by the Association agree not to strike, or engage in or support or encourage any concerted refusal to render full and complete services in the School District or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the schools.
- 10.3 The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties and may be modified only through written mutual consent of the parties. It is understood all rights, powers, and authority of the Board not specifically limited by the language of this Agreement are retained by the Board. The Board shall take no action which will violate any of the specific provisions of this Agreement.
- 10.4 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in effect.
- **10.5** This Agreement is signed this 19th day of July, 2021. In witness thereof:

For the Waterloo Classroom Teachers' Association	For the Board of Education Waterloo Community Unit School District No. 5
PRESIDENT, WCTA	PRESIDENT, BOARD OF EDUCATION
	SECRETARY, BOARD OF EDUCATION

APPENDIX A							
Supplemental Job Compensation Sche	Supplemental Job Compensation Schedule						
Contract Years	20	21-2024					
Homebound Instruction ( per hour)	\$	33.02					
Working at Sporting/Extra Duty Events (per person)	\$	42.39					
Summer School (per hour)	\$	33.02					
Hourly Rate (per hour)	\$	33.02					
Special Education Staffing for 30 minutes beyond the licensed staff's workday ( per hour)	\$	18.11					
Non-instructional (per hour)	\$	25.00					
Substitute Teacher Pay	\$	100.00					
Substitute Teacher Pay (retired teacher)	\$	115.00					
Sixth/Seventh Assignment Per Semester							
Sixth Assignment in grades 9-12 (per semester)	\$	2,462					
Seventh Assignment in grades 6-8 (per semester)	\$	1,983					
High School licensed staff with a sixth assignment as a Junior High Class (per semester)	\$	1,983					

	BASE USED FOR COMPENSATION WILL BE AS FOL	LOWS:		
	CONTRACT YEAR 2021-2022			39,286
	CONTRACT YEAR 2022-2023	\$		39,835
	CONTRACT YEAR 2023-2024		<del></del>	40,385
	ACTIVITY	0-4 YRS	5-7 YRS	>7 YRS
GRADE K	ELEMENTARY/GRADE-LEVEL TEACHER/LEADER	3.0%	4.0%	5.5%
GRADE 1	ELEMENTARY/GRADE-LEVEL TEACHER/LEADER	3.0%	4.0%	5.5%
GRADE 2	ELEMENTARY/GRADE-LEVEL TEACHER/LEADER	3.0%	4.0%	5.5%
GRADE 3	ELEMENTARY/GRADE-LEVEL TEACHER/LEADER	3.0%	4.0%	5.5%
GRADE 4	ELEMENTARY/GRADE-LEVEL TEACHER/LEADER	3.0%	4.0%	5.5%
GRADE 5	ELEMENTARY/GRADE-LEVEL TEACHER/LEADER	3.0%	4.0%	5.5%
GRADE 6	JUNIOR HIGH/GRADE-LEVEL TEACHER/LEADER	3.0%	4.0%	5.5%
GRADE 7	JUNIOR HIGH/GRADE-LEVEL TEACHER/LEADER	3.0%	4.0%	5.5%
GRADE 8	JUNIOR HIGH/GRADE-LEVEL TEACHER/LEADER	3.0%	4.0%	5.5%
GARDNER	MUSIC	4.0%	5.0%	6.5%
GARDNER	STUDENT COUNCIL SPONSOR	3.0%	4.0%	5.5%
GARDNER	BASKETBALL INTRAMURAL (removed grade level) varies yr to yr	6.0%	7.0%	8.5%
	BAND/CHORUS DIRECTOR	8.0%	9.5%	11.5%
JH	BASEBALL HEAD COACH	8.0%	9.0%	10.5%
JH	BASEBALL ASSISTANT	6.0%	7.0%	8.5%
	BASKETBALL HEAD, BOYS (8th Grade)	10.0%	11.0%	12.5%
	BASKETBALL HEAD, GIRLS (8th Grade)	10.0%	11.0%	12.5%
	BASKETBALL ASSISTANT, BOYS (7th Grade)	8.0%	9.0%	10.5%
	BASKETBALL ASSISTANT, GIRLS (7th Grade)	8.0%	9.0%	10.5%
	BASKETBALL 6TH GRADE, BOYS	6.0%	7.0%	8.5%
	BASKETBALL 6TH GRADE, GIRLS	6.0%	7.0%	8.5%
	CHEERLEADING COACH	8.0%	9.0%	10.5%
	CHEERLEADING, COMPETITIVE	3.0%	3.0%	3.0%
	CHESS CLUB SPONSOR	4.0%	5.0%	6.5%
	CROSS COUNTRY HEAD, BOYS & GIRLS	6.0%	7.0%	8.5%
	DRAMA SPONSOR	5.0%	6.0%	7.5%
JH	DEPARTMENT HEAD - ENCORE	3.0%	4.0%	5.5%
JH	DEPARTMENT HEAD - LANGUAGE	3.0%	4.0%	5.5%
JH	DEPARTMENT HEAD - MATHEMATICS	3.0%	4.0%	5.5%
JH	DEPARTMENT HEAD - READING	3.0%	4.0%	5.5%
JH	DEPARTMENT HEAD - SCIENCE	3.0%	4.0%	5.5%
JH	DEPARTMENT HEAD - SOCIAL STUDIES	3.0%	4.0%	5.5%
	DEPARTMENT HEAD - SPECIAL EDUCATION	3.0%	4.0%	5.5%
JH	SCHOLAR BOWL SPONSOR	4.5%	5.5%	7.0%
	SCIENCE CLUB SPONSOR (6th Grade)	2.0%	3.0%	4.5%
	SCIENCE CLUB SPONSOR (7th Grade)	2.0%	3.0%	4.5%
	SOFTBALL HEAD COACH	8.0%	9.0%	10.5%
JH	SOFTBALL ASSISTANT	6.0%	7.0%	8.5%
	STUDENT COUNCIL SPONSOR	6.0%	7.0%	8.5%
JH	TRACK HEAD, BOYS	8.0%	9.0%	10.5%
	TRACK HEAD, GIRLS	8.0%	9.0%	10.5%
JH	TRACK ASSISTANT, BOYS & GIRLS	6.0%	7.0%	8.5%
JH	TRACK ASSISTANT, BOYS & GIRLS	6.0%	7.0%	8.5%
JH	VOLLEYBALL HEAD COACH	8.0%	9.0%	10.5%
JH	VOLLEYBALL ASSISTANT	6.0%	7.0%	8.5%
	VOLLEYBALL 6TH GRADE	6.0%	7.0%	8.5%
	VOLLEYBALL INTRAMURAL (removed grade level) varies yr to yr	6.0%	7.0%	8.5%
JH	YEARBOOK SPONSOR	5.0%	6.0%	7.5%

ì	BASE USED FOR COMPENSATION WILL BE AS FOL			
	CONTRACT YEAR 2021-2022			39,286
	CONTRACT YEAR 2022-2023			39,835
	CONTRACT YEAR 2023-2024			40,385
	ACTIVITY	0-4 YRS	5-7 YRS	>7 YRS
IS	BASEBALL HEAD COACH	13.0%	14.0%	15.5%
IS	BASEBALL ASSISTANT	9.0%	10.0%	11.5%
	BASEBALL ASSISTANT	9.0%	10.0%	11.5%
	BASEBALL FRESHMEN	8.0%	9.0%	10.5%
	BASKETBALL HEAD, BOYS	16.0%	17.0%	18.5%
	BASKETBALL HEAD, GIRLS	16.0%	17.0%	18.5%
	BASKETBALL ASSISTANT, BOYS	11.0%	12.0%	13.5%
	BASKETBALL ASSISTANT, GIRLS	11.0%	12.0%	13.5%
	BASKETBALL 2ND ASSISTANT, BOYS	11.0%	12.0%	13.5%
	BASKETBALL FRESHMEN, BOYS	9.0%	10.0%	11.5%
	BASKETBALL FRESHMEN, GIRLS	9.0%	10.0%	11.5%
	BOWLING TEAM COACH	8.0%	9.0%	10.5%
	CHEERLEADING COACH, BASKETBALL	8.0%	9.0%	10.5%
	CHEERLEADING COACH, FOOTBALL	8.0%	9.0%	10.5%
	CHEERLEADING, COMPETITIVE	3.0%	3.0%	3.0%
	COLOR GUARD SPONSOR, WINTER	3.0%	4.0%	5.5%
	COORDINATOR FOR COLLEGE CREDIT	4.0%	5.0%	6.5%
	CROSS COUNTRY HEAD, BOYS & GIRLS	8.0%	9.0%	10.5%
	DEPARTMENT HEAD - SPECIAL EDUCATION	3.0%	4.0%	5.5%
	DEPARTMENT HEAD - PHYSICAL EDUCATION	3.0%	4.0%	5.5%
	DEPARTMENT HEAD - SCIENCE	3.0%	4.0%	5.5%
	DEPARTMENT HEAD - ENGLISH	3.0%	4.0%	5.5%
	DEPARTMENT HEAD - FINE ARTS	3.0%	4.0%	5.5%
	DEPARTMENT HEAD - FOREIGN LANGUAGE	3.0%	4.0%	5.5%
	DEPARTMENT HEAD - SOCIAL STUDIES	3.0%	4.0%	5.5%
	DEPARTMENT HEAD - MATHEMATICS	3.0%	4.0%	5.5%
	DEPARTMENT HEAD - DRIVERS EDUCATION	3.0%	4.0%	5.5%
	DEPARTMENT HEAD - CAREER AND TECHNICAL EDUCATION	3.0%	4.0%	5.5%
	FAMILY, CAREER, COMM. LEADERS OF AMERICA SPONSOR	2.5%	3.5%	5.0%
	FAMILY, CAREER, COMM. LEADERS OF AMERICA SPONSOR	2.5%	3.5%	5.0%
	FOOTBALL, HEAD COACH	16.0%	17.0%	18.5%
	FOOTBALL, ASSISTANT 1	11.0%	12.0%	13.5%
	FOOTBALL, ASSISTANT 2	11.0%	12.0%	13.5%
	FOOTBALL, ASSISTANT 3	11.0%	12.0%	13.5%
	FOOTBALL, ASSISTANT 4	11.0%	12.0%	13.5%
	FOOTBALL, ASSISTANT 5	11.0%	12.0%	13.5%
	FOOTBALL, ASSISTANT 6	11.0%	12.0%	13.5%
	GOLF, HEAD, BOYS	7.5%	8.5%	10.0%
	GOLF, HEAD, GIRLS	7.5%	8.5%	10.0%
	GOLF, ASSISTANT, BOYS	4.0%	5.0%	6.5%
	INSTRUMENTAL MUSIC	11.0%	12.0%	13.5%
	NATIONAL HONOR SOCIETY CO-SPONSOR	2.0%	3.5%	5.0%
	NATIONAL HONOR SOCIETY CO-SPONSOR	2.0%	3.5%	5.0%
	NEWSPAPER SPONSOR	6.0%	7.0%	8.5%
	PLAY (MUSICAL) DIRECTOR	6.0%	7.0%	8.5%
	PLAY (MUSICAL) BINECTOR PLAY (MUSICAL) ASSISTANT	4.0%	5.0%	6.5%
	PLAY (MUSICAL) ASSISTANT	4.0%	5.0%	6.5%
	PLAY (NON-MUSICAL) DIRECTOR	6.0%	7.0%	8.5%
	PLAY (NON-MUSICAL) ASSISTANT	4.0%	5.0%	6.5%
	PLAY (NON-MUSICAL) ASSISTANT	4.0%	5.0%	6.5%
	PROM DIRECTOR	5.5%	7.5%	10.0%
	POST PROM DIRECTOR	5.0%	6.5%	8.0%
	POST PROM ASSISTANT	3.0%	4.5%	6.0%
	RENAISSANCE DIRECTOR	13.0%	14.5%	16.0%
	RENAISSANCE DIRECTOR RENAISSANCE ASSISTANT	7.0%	8.5%	10.0%
	SATURDAY SCHOLARS COORDINATOR	2.0%	3.0%	4.5%
10	PATOLOM GOLDENIA GOOD IN A TON	A.U/U	0.070	1 7.070

BASE USED FOR COMPENSATION WILL BE AS FOL	LOWS:		
CONTRACT YEAR 2021-2022	\$		39,286
CONTRACT YEAR 2022-2023	\$		39,835
CONTRACT YEAR 2023-2024	\$		40,385
ACTIVITY	0-4 YRS	5-7 YRS	>7 YRS
HS SCHOLAR QUIZ SPONSOR	6.0%	7.0%	8.5%
HS SCIENCE CLUB SPONSOR	2.5%	3.5%	5.0%
HS SCIENCE CLUB SPONSOR	2.5%	3.5%	5.0%
HS SOCCER HEAD, BOYS	13.0%	14.0%	15.5%
HS SOCCER HEAD, GIRLS	13.0%	14.0%	15.5%
HS SOCCER ASSISTANT, BOYS	9.0%	10.0%	11.5%
HS SOCCER ASSISTANT, GIRLS	9.0%	10.0%	11.5%
HS SOCCER FRESHMEN, BOYS	8.0%	9.0%	10.5%
HS SOCCER FRESHMEN, GIRLS	8.0%	9.0%	10.5%
HS SOFTBALL, HEAD COACH	13.0%	14.0%	15.5%
HS SOFTBALL, ASSISTANT	9.0%	10.0%	11.5%
HS SOFTBALL, ASSISTANT	9.0%	10.0%	11.5%
HS SPEECH TEAM HEAD COACH	13.0%	14.0%	15.5%
HS SPEECH TEAM ASSISTANT 1	9.0%	10.0%	11.5%
HS SPEECH TEAM ASSISTANT 2	7.0%	8.0%	9.5%
HS STUDENT COUNCIL SPONSOR	8.0%	9.0%	10.5%
HS TENNIS HEAD, BOYS	11.0%	12.0%	13.5%
HS TENNIS HEAD, GIRLS	11.0%	12.0%	13.5%
HS TRACK, HEAD, BOYS	13.0%	14.0%	15.5%
HS TRACK, HEAD GIRLS	13.0%	14.0%	15.5%
HS TRACK, ASSISTANT, BOYS / GIRLS	9.0%	10.0%	11.5%
HS TRACK, ASSISTANT, BOYS / GIRLS	9.0%	10.0%	11.5%
HS VOCAL MUSIC	10.5%	12.0%	13.5%
HS VOLLEYBALL HEAD COACH	13.0%	14.0%	15.5%
HS VOLLEYBALL ASSISTANT	9.0%	10.0%	11.5%
HS VOLLEYBALL ASSISTANT	9.0%	10.0%	11.5%
HS WRESTLING HEAD COACH	13.0%	14.0%	15.5%
HS WRESTLING ASSISTANT	9.0%	10.0%	11.5%
HS YEARBOOK SPONSOR	8.0%	9.0%	10.5%

\$35,750	\$500	BŚ	BS+8	BS+16	BS+24	MS	MS+8	MS+16
<u> </u>	Year - 0	36250	36810	37370	37930	38490	39050	39610
	Year - 1	37895	38489	39082	39676	40269	40863	41457
	Year - 2	39607	40237	40865	41495	42123	42753	43383
_	Year - 3	40498	41142	41784	42429	43072	43714	44359
_	Year - 4	41409	42067	42725	43384	44042	44698	45356
— Т	Year - 5	42341	43014	43687	44360	45033	45704	46377
	Year - 6	43294	43982	44669	45357	46046	46731	47420
_	Year - 7	44268	44971	45675	46378	47082	47784	48488
_	Year - 8	45263	45984	46704	47421	48142	48859	49579
	Year - 9	46281	47018	47754	48489	49225	49958	50695
<u>1</u>	Year - 10	47323	48076	48828	49580	50333	51081	51835
	Year - 11	48269	49039	49805	50573	51340	52102	52872
_	Year - 12	49234	50019	50802	51584	52366	53144	53930
	Year - 13	50219	51019	51817	52615	53413	54207	55008
	Year - 14	51005	52040	52853	53668	54482	55292	56108
	Year - 15	51792	53080	53911	54741	55573	56397	57230
_	Year - 16	52578	53866	54697	55836	56684	57525	58375
	Year - 17	53365	54653	55484	56952	57817	58675	59543
<u> </u>	Year - 18	5 <b>4</b> 15 <b>1</b>	55439	56270	58091	58973	59849	60734
_	Year - 19	54938	56226	57057	58878	60153	61045	61949
_	Year - 20	55724	57012	57843	59664	61356	62267	63188
•••	Year - 21	56511	57799	58630	60451	62583	63512	64452
-	Year - 22	57297	58585	59416	61237	63482	64411	65351
-	Year - 23	58084	59372	60203	62024	64381	65310	66250
_	Year - 24	58870	60158	60989	62810	65280	66209	67149
_	Year - 25	59657	60945	61776	63597	66179	67108	68048
_	Year - 26	60443	61731	62562	64383	67078	68006	68947
-	Year - 27	61230	62518	63349	65170	67977	68905	69846
_	Year - 28	62016	63304	64135	65956	68876	69804	70744
-	Year - 29	62803	64091	64922	66743	69775	70703	71643
-	Year - 30	63589	64877	65708	67529	70673	71602	72542
_	Year - 31	64376	65664	66495	68316	71572	72501	73441
-	Year - 32	65162	66450	67281	69102	72471	73400	74340
-	Year - 33	65949	67237	68068	69889	73370	74299	75239
-	Year - 34	66735	68023	68854	70676	74269	<b>7</b> 5197	76138
-	Year - 35	67522	68810	69641	71462	75168	76096	77037

The following calculations applied prior to the 2021-2022 contract:

	Year - 12	Reference Section 9.1 for BS Longevity Placement \$700
1	Year - 14	Reference Section 9.1 for BS+8 or BS+16 Longevity Placement \$700
	Year - 17	Reference Section 9.1 for BS+24 Longevity Placement \$700
	Year - 20	Reference Section 9.1 for MS Longevity Placement \$800

\$36,250	\$500	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16
:	Year - 0	36750	37310	37870	38430	38990	39550	40110
	Year - 1	38425	39019	39612	40206	40799	41393	41987
· · · · · ·	Year - 2	40169	40798	41427	42057	42685	43315	43944
	Year - 3	41983	42651	43317	43985	44650	45318	45986
_	Year - 4	42928	43611	44291	44975	45656	46337	47021
	Year - 5	43894	44591	45289	45987	46685	47380	48077
	Year - 6	44881	45595	46308	47022	47735	48446	49160
_	Year - 7	45892	46621	47349	48078	48809	49535	50265
_	Year - 8	46924	47669	48416	49161	49907	50651	51397
T	Year - 9	47979	48743	49506	50266	51031	51791	52554
	Year - 10	49058	49839	50619	51398	52179	52955	53737
_	Year - 11	50162	50961	51758	52555	53353	54146	54945
-	Year - 12	51165	5 <b>19</b> 81	52793	53607	54420	55228	56044
	Year - 13	52188	53020	53850	54679	55508	56333	57166
	Year - 14	53232	54080	54926	55772	56618	57459	58308
-	Year - 15	54065	55162	56024	56888	57751	58610	59474
_	Year - 16	54900	56265	57146	58025	58907	59781	60664
T	Year - 17	55733	57098	57979	59186	60085	60977	61878
	Year - 18	56567	57932	58813	60369	61286	62196	63116
	Year - 19	57400	58765	59646	61576	62511	63440	64378
_	Year - 20	58234	59600	60480	62411	63762	64708	65666
_	Year - 21	59067	60433	61314	63244	65037	66003	66979
-	Year - 22	59902	61267	62148	64078	66338	67323	68319
	Year - 23	60735	62100	62981	64911	67291	68276	69272
_	Year - 24	61569	62934	63815	65745	68244	69229	70225
_	Year - 25	62402	63767	64648	66579	69197	70182	71178
_	Year - 26	63236	64602	65483	67413	70150	71134	72131
	Year - 27	64070	65435	66316	68246	71103	72086	73084
_	Year - 28	64904	66269	67150	69080	72056	73039	74037
_	Year - 29	65737	67102	67983	69913	73009	73992	74989
_	Year - 30	66571	67936	68817	70748	73962	74945	75942
-	Year - 31	67404	68770	69650	71581	74913	75898	76895
_	Year - 32	68239	69604	70485	72415	75866	76851	77847
_	Year - 33	69072	70437	71318	73248	76819	77804	78800
_	Year - 34	69906	71271	72152	74082	77772	78757	79753
-	Year - 35	70739	72104	72985	74917	78725	79709	80706

The following calculations applied prior to the 2022-2023 contract:

Yea	r - 12	Reference Section 9.1 for BS Longevity Placement \$700
Yea	r - 14	Reference Section 9.1 for BS+8 or BS+16 Longevity Placement \$700
Yea	r - 17	Reference Section 9.1 for BS+24 Longevity Placement \$700
Yea	r - 20	Reference Section 9.1 for MS Longevity Placement \$800

\$36,750	\$500	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16
	Year - 0	37250	37810	38370	38930	39490	40050	40610
	Year - 1	38588	39176	39764	40352	40940	41528	42116
	Year - 2	40346	40970	41593	42216	42839	43463	44086
-	Year - 3	42177	42838	43498	44160	44819	45481	46141
	Year - 4	44082	44784	45483	46184	46883	47584	48285
T	Year - 5	45074	45792	46506	47224	47939	48654	49372
	Year - 6	46089	46821	47553	48286	49019	49749	50481
	Year - 7	47125	47875	48623	49373	50122	50868	51618
j -	Year - 8	48187	48952	49716	50482	51249	52012	52778
	Year - 9	49270	50052	50837	51619	52402	53184	53967
	Year - 10	50378	51180	51981	52779	53583	54381	55182
<b>-</b>	Year - 11	51511	52331	53150	53968	54788	55603	56424
<b>-</b>	Year - 12	52670	53509	54346	55183	56021	56853	57692
	Year - 13	53723	54580	55433	56287	57141	57989	58846
	Year - 14	54797	55671	56543	57413	58283	59150	60024
_	Year - 15	55894	56784	57672	58561	59449	60332	61223
	Year - 16	56768	57920	58825	59732	60639	61541	62448
	Year - 17	57645	59078	60003	60926	61852	62770	63697
	Year - 18	58520	59953	60878	62145	63089	64026	64972
_	Year • 19	59395	60829	61754	63387	64350	65306	66272
	Year - 20	60270	61703	62628	64655	65637	66612	67597
_	Year - 21	61146	62580	63504	65532	66950	67943	68949
_	Year - 22	62020	63455	64380	66406	68289	69303	70328
	Year - 23	62897	64330	65255	67282	69655	70689	71735
~	Year - 24	63772	65205	66130	68157	70656	71690	72736
	Year - 25	64647	66081	67006	69032	71656	72690	73736
_	Year - 26	65522	66955	67880	69908	72657	73691	74737
	Year - 27	66398	67832	68757	70784	73658	74691	75738
_	Year - 28	67274	68707	69632	71658	74658	75690	76738
_	Year - 29	68149	69582	70508	72534	75659	76691	77739
	Year - 30	69024	70457	71382	73409	76659	77692	78738
"	Year - 31	69900	71333	72258	74285	77660	78692	79739
_	Year - 32	70774	72209	73133	75160	78659	79693	80740
_	Year - 33	71651	73084	74009	76036	79659	80694	81739
_	Year - 34	72526	73959	74884	76910	80660	81694	82740
_	Year - 35	73401	74835	75760	77786	81661	82695	83741

The following calculations applied prior to the 2023-2024 contract:

I	Year - 12	Reference Section 9.1 for BS Longevity Placement \$700						
İ	Year - 14	Reference Section 9.1 for BS+8 or BS+16 Longevity Placement \$700						
ı	Year - 17	Reference Section 9.1 for BS+24 Longevity Placement \$700						
I	Year - 20	Reference Section 9.1 for MS Longevity Placement \$800						