

**AGREEMENT**

**BETWEEN**

**WESTERN COMMUNITY UNIT  
SCHOOL DISTRICT #12**

**AND**

**WESTERN EDUCATION  
ASSOCIATION – IEA/NEA**

July 1, 2015 – June 30, 2018



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## **ARTICLE I RECOGNITION**

The Board of Education, Western Community Unit School District #12, proposes that it will comply with 115 ILCS 5/7(b) to voluntarily recognize the Western Education Association/Illinois Education Association/National Education Association as the sole and exclusive bargaining representative for all full and part-time certified employees and non-certified employees employed by the Board as the educational employer, except all managerial, supervisory, confidential and short-term employees as defined by the Illinois Educational Labor Relations Act, including, but not limited to, the Superintendent, Principals, Assistant Principals, Transportation/Mechanic Supervisor, Custodial/Maintenance Supervisor, Superintendent/Board Administrative Assistant, Bookkeeper, Elementary Administrative Assistant, High School Principal's Administrative Assistant, Junior High School Principal's Administrative Assistant, Western Early Childhood Coordinator, and District School Nurse. The Board of Education shall hereinafter be referred to as "Board" or "employer". The Western Education Association shall hereinafter be referred to as "Association".

The term "teacher", when used hereinafter in this agreement, shall refer to all certified employees represented by the Association in the negotiating unit as determined in paragraph one in this Article.

The term "ESP", when used hereinafter in this agreement, shall refer to all non-certified employees, represented by the Association in the negotiating unit as determined in paragraph one in this Article.

The term "employee", when used without reference to teacher or ESP hereinafter in this agreement, shall refer to all certified and non-certified employees represented by the Association in the negotiating unit as determined in paragraph one in this Article.

## **ARTICLE II EMPLOYEE RIGHTS**

### **21 Personnel File**

- A. Upon appropriate written request by the employee, he/she shall be permitted to examine his/her files, with the exception of pre-employment confidential materials, in the presence of the Superintendent or his designee and a colleague of the

employee's choice. Employees may not remove the files from the Board office.

- B. An employee's request to review his/her file will be granted within two (2) working days of the request.
- C. The employee shall be permitted to reproduce any material in his/her file at no charge.
- D. The employee shall have the right to respond to any material filed and his/her response shall be attached to the file copy.
- E. Employees shall receive notice within seven (7) school days of any materials placed in an employee's personnel file that concern discipline, or for use in evaluation of the employee's job performance.

## **2.2 Right to Representation**

When any employee is required to appear before the Board or the Administration concerning employee discipline or any matter which could adversely affect his/her employment, position, or salary, the employee shall be entitled to have a representative of the Association present, if the employee so requests. Further, when any employee is required to appear before the Board, he/she shall be advised in writing of the reasons for the requirement with a forty-eight (48) hour notice.

## **2.3 Part-Time Teachers**

- A. A part-time teacher is defined as any teacher who is contracted for less than eight (8) consecutive hours per day for the entire school year. If the teacher's part-time status is the result of a reduction in force, the teacher shall continue on the Teachers' Salary Schedule at the teacher's normal placement, but shall be paid on a pro rata basis to the time contracted. As long as Mr. Stephen Schultz is employed by the school district on a part-time teaching basis, he shall be placed on the Teachers' Salary Schedule at the level commensurate with his education and experience, but shall be paid on a pro rata basis to the time contracted. All other part-time teachers employed by the school district on or after July 1, 2007, shall be placed on the Teachers' Salary Schedule at the "BS" and zero years' experience level on the schedule, and paid on a pro rata basis to the time contracted.

- B. Part-time teachers shall receive sick and personal leave time proportional to the percentage of time they are employed.
- C. In extenuating circumstances, the District may have two individuals job-share the duties for a single full-time position on a temporary basis. The Association shall be notified before use of job sharing.

## **2.4 Dues Deduction**

Employees will sign and deliver to the District the appropriate signed, authorization forms for national, state, and local annual dues deductions as provided by the Association. This annual authorization will be presented to the District by September 10th of each year from those employees requesting dues deductions. All dues deducted by the Board shall be remitted to the Association no later than ten (10) days after the end of the month in which the deduction is made. The first deduction will be made beginning with the September paycheck after the appropriate signed authorization forms are received. Dues will be deducted semi-monthly for eighteen (18) equal amounts as long as the employee is still under contractual agreement with the District. Those employees who are employed after the beginning of the school year may request dues deductions for the remainder of the year in an amount equivalent to the dues yet to be deducted for the remainder of the year by submitting the appropriate signed forms to the District.

## **2.5 Board Minutes and Agenda**

Agendas for all regular Board meetings shall be e-mailed to the Association President or his/her designee by the School Board recording secretary at least three (3) days (Monday before Wednesday meetings) in advance of said meetings. Notice of special Board meetings should be given to the Association President or his/her designee at least forty-eight (48) hours prior to said meetings. A copy of official minutes and treasurer's reports from open meetings of the Board shall be given to the Association President or his/her designee within four (4) working days after it has been formally approved by the Board.

## **2.6 Association Use of School Equipment and Facilities**

With the understanding that any and all costs incurred by the Association will be fully reimbursed to the District, consistent with charges that would be assessed any other group or organization,

the Association may use school facilities for meetings, and school equipment (i.e. computers, SMART boards, copy machines, projectors and iPads) before or after school hours, with prior authorization of the building administrator after his/her consideration has been given to other school activity scheduling. The Association may also have use of employee mailboxes and a faculty workroom bulletin board as designated by the Superintendent. The Association may use District e-mail to notify members of the date, time, place and agenda for Association general membership meetings, but for no other purpose. The Association recognizes there is no right to privacy in such e-mail communications.

## **2.7 Vacancy Notice**

When a vacancy occurs during the school year in a position within the bargaining unit the Superintendent or designee shall post a copy of the vacancy notice in each employee work room, on the district website, and in the bus barns. One copy of the notice shall also be e-mailed to or placed in the Union President's mailbox. During times other than during the regular school year, the Superintendent will post vacancy notices in the Superintendent's office, bus barns, on the district website and send an e-mail to the district "everyone" distribution list, which includes the Union President and all staff members.

No vacancy exists in any position when a person is hired to fill the position as a substitute or on a temporary basis because of an employee's illness, injury, maternity leave, or other leave granted pursuant to the terms of this Agreement for a duration of less than twelve (12) consecutive months.

## **ARTICLE III WORKING CONDITIONS**

### **3.1 Length of Workday - Teachers**

- A. The length of the workday for all teachers shall not be less than eight (8) consecutive hours, including preparation periods and lunch periods, except for:
  - 1. The administration will provide teachers a written schedule of monthly meetings, which shall be shared with staff members on a month-to-month basis with sufficient time for them to plan their personal/professional calendars. A good



faith effort will be made to hold the meetings to 45 minutes in length. Should a matter of vital concern to the safety and welfare of teachers or students arise between the monthly meetings, a meeting may be called within the 8-hour work day to address the matter.

2. Open House at the beginning of school for parents to meet the teachers.
  3. Scheduled parent/teacher conferences
  4. Professional conferences
  5. Class sponsorship activities
  6. Extracurricular assignments required by the administration
  7. Emergency situations which endanger a student's welfare and safety as determined by the administration. If an emergency arises, 24-hour notice will be given if possible.
- B On student early dismissal days not scheduled for teacher meetings, teachers will be allowed to leave fifteen (15) minutes after the students unless all students have not left the building and supervisory needs are apparent.

### 3.2 Calendar

- A. **School Year.** The school year calendar shall consist of one hundred eighty-five (185) days, which shall include one hundred seventy-six (176) student attendance days, two (2) Parent-Teacher Conference days, four (4) workshop/in-service days and five (5) emergency days. The work year for teachers shall not exceed one hundred eighty (180) days which shall include the four (4) workshop/in-service days.
- B. **School Calendar.** The administration shall present calendar options to the staff and the staff may vote in an advisory capacity for its favorite option. The option favored by the staff may then be presented to the Board for consideration.
- C. **School Improvement Days.** The school calendar may include a minimum of four early dismissal days per school year for work on school improvement requirements.

- D. **Professional Learning Community.** All full time teachers are required to attend PLC meetings. Additionally, part time teachers are invited to attend.

### **3.3 Schedule of Assignments**

- A. A tentative schedule of teaching assignments and tentative extra-curricular assignments will be given to each teacher in the Elementary, Junior High School, and High School for the forthcoming year no later than June 1st. A tentative class schedule will be given to each teacher no later than June 15<sup>th</sup>. If the Administration determines that changes in the tentative assignments or tentative schedule should be made after the above-mentioned dates, the affected teacher will be consulted after Administration approval of said changes and notified in writing within five (5) working days. The Administration reserves the right to determine when the tentative changes are final and subject to notification.
- B. If an opening occurs in a position or class within the system, currently employed teachers shall be given the first consideration to apply for said position providing the teacher requesting the position is qualified for the position.

### **3.4 Preparation Periods/Substitute Teachers**

- A. Teachers at the Junior High School and High School shall receive a planning period equal to a classroom period on each student attendance day. Elementary teachers shall receive at least 250 minutes of preparation time per week during the student attendance day for planning. Each teacher will work with the building administrator in determining how these 250 minutes will be taken in any week given student activities.
- B. Any grievance filed concerning an alleged denial of providing the appropriate planning periods as provided in paragraph A above shall be based on whether there has been a pattern of denial of the planning period time, not due to the school calendar or inclement weather.
- C. Substitute teachers shall be hired for every teacher that is absent, if possible. If, however, teachers are asked by the administration to substitute internally, teachers will receive \$18.00 per hour. Teachers will be responsible for submitting their hours for payment.

### **3.5 Allowances For Preparation Period Usage**

Upon prior notification to and approval by the Administration or designee, teachers may be allowed to leave the building during their preparation period for the purpose of unforeseen personal or family emergencies, medical and dental appointments for themselves or a member of their immediate family or household, or other personal business as approved by the administration or designee.

### **3.6 Grades**

Teachers shall maintain the right and responsibility to determine grades and evaluations of students. If grades and evaluations are to be changed, only the Administration has the authority to effect said changes and in such instances its representatives must contact the teacher involved. However, in instances where the Administration contemplates changing a grade or student evaluation, the Administration will discuss the proposed change(s) with the teacher involved before effecting said action. The teacher may petition the Board if agreement is not reached.

### **3.7 Labor/Management Committee**

An advisory Labor/Management Committee shall be appointed consisting of three (3) to five (5) members of the Union and of the Management. The committee shall meet at mutually agreeable dates and times to discuss issues of concern. The discussions regarding the issues raised by either the Union or the Employer shall be considered "meet and confer" sessions only. Each meeting shall have a pre-determined agenda. Either party may present agenda items.

### **3.8 ESP Length of Workday**

- A. A 12-month ESP works regularly 40 hours per week for 260 days per fiscal year, including paid holidays. Under this Agreement, references to full-time employees shall mean a 12-month ESP as defined in this paragraph.

- B. A 9-month ESP is regularly scheduled to work on each student attendance day and on in-service days as authorized by the Superintendent to meet the needs of the District.
- C. A part-time ESP works less than 30 hours per week and is not scheduled to work the schedule of a 9-month ESP. The part-time ESP positions include dishwasher and assistant cook.
- D. Overtime shall accrue to non-salaried ESPs who have prior authorization from the Superintendent to work more than 40 hours in any week. A week shall be from 12:01 a.m. Monday for 7 consecutive days to the following Sunday at midnight. Authorized overtime hours shall be paid at 1 1/2 times the regular hourly rate the ESP earns.
- E. The classifications for ESP positions for the purposes of this agreement are as follows:
  - 1. Custodian
  - 2. Bus Driver
  - 3. Head Cook
  - 4. Assistant Cooks
  - 5. Paraprofessional (legally qualified) for regular classroom assistance
  - 6. Paraprofessional (legally qualified) for special education classroom or program assistance
  - 7. Paraprofessional (legally qualified) one-on-one special education aide
  - 8. Non-paraprofessional Monitor
- F. The workday for specified 9-month ESP positions:
  - 1. Paraprofessionals (legally qualified) shall work the same school day hours as teachers during the school year on days that students are in attendance.
  - 2. Bus Drivers shall report to work 15 minutes before their route begins and work 15 minutes after their route ends.

3. Part-time positions shall be scheduled by the Superintendent.
4. Head Cooks shall work 8 hours, including a half-hour lunch, Monday through Friday, on days students are in attendance and 4 days as cleanup days.
5. Full-time Assistant Cooks will work 8 hours per day Monday through Friday, including a half-hour lunch, on days students are in attendance and other days as assigned by the Superintendent.
6. The normal workweek for Custodians shall be Monday through Friday.
7. **Split Shifts.** When school is not in session, the Superintendent may permit custodians and other staff normally working evening hours to work a regular day shift.
8. Regular am and pm bus routes which includes the pre-trip check and post-trip work, will be computed as 1.5 hours. Special education routes with destinations outside the school district will pay drivers on their actual driving time. Double routes will be compensated an additional rate per contract.

### 3.9 ESP Schedule of Assignments

ESP shall receive a tentative assignment of duties as soon as known, but no later than August 1<sup>st</sup>. The Board and Superintendent retain the right to assign employees to perform job duties that meet the needs of the district from time to time. The Board retains the right to establish job descriptions for positions within the bargaining unit and new positions to the District, but the Board will provide notice to the Association prior to changing job descriptions for comment by the Association.

### 3.10 Allowances for Lunch, Preparation Period and/or Break Usage

- A. **Lunch.** Each full-time teacher, 12-month or 9-month ESP shall be entitled to a thirty (30) minute duty free lunch. Should an ESP request a longer period, said ESP may do so with administrative approval.
- B. **Breaks.** ESPs who work an 8-hour day shall be given two fifteen (15) minute paid breaks. ESPs shall be give one fifteen (15) minute break per day if the ESP works at least four (4) hours per day. Upon

prior notification to and approval by the Administration, full-time and 9-month ESPs can leave the building for the purpose of unforeseen personal or family emergencies, medical and dental appointments during their break, or for other personal business approved by the Superintendent or his designee.

### **3.11 Subcontracting**

The parties hereto agree that any existing or future subcontract between the school district and David Fee on matters related to a contract, which expired in 2013, is acceptable. The parties further agree that all other matters concerning subcontracting are reserved for future negotiations.

### **3.12 Shift Changes**

Subject to the prior approval of the Administration, second shift employees may work the day shift when students are not present (institute and/or in-service or summer months).

### **3.13 Inclement Weather Days**

On days of inclement weather when classes are cancelled, custodians and maintenance employees are expected to report for work unless weather conditions are such that coming to work would create a risk to the employee's safety. The employee shall promptly notify the Superintendent or designee and provide a reasonable explanation of the employee's personal circumstances that prevent reporting to work. Custodians and maintenance employees who cannot make it to work due to inclement weather may use a personal day or a vacation day for the day missed.

### **3.14 Administering Medication**

The School Nurse will administer student medication. In the absence of a School Nurse, the designated administrative personnel will administer student medication. This section shall not prohibit any school employee from providing emergency assistance to students. First aid and CPR training will be offered to all staff members to fulfill continuous certification requirements.

### **3.15 Cell Phones**

District employees shall be reimbursed the actual cost of specific calls placed to address students' safety and welfare when transporting students in district vehicles without radios or without a District provided cell phone. All reimbursements are subject to the requirements of substantiation, district business connection, and returning amounts in excess of expenditures. All arrangements must be approved by administration prior to incurrence.

## **ARTICLE IV EVALUATION**

### **4.1 Teachers**

- A. All tenured teachers shall be evaluated at least once in the course of two (2) consecutive school years. Non-tenured teachers shall be evaluated at least twice each school year. Evaluations for tenured teachers and non-tenured teachers shall be conducted pursuant to the Performance Evaluation Reform Act (PERA). There shall be four evaluation rankings: Excellent, Proficient, Needs Improvement, and Unsatisfactory. The District will use the Danielson framework and rubrics as the basis for performance evaluations in the District, as set forth in The Teacher Performance Evaluation Plan.
- B. An evaluation committee shall consist of not more than three (3) Association members and not more than two (2) Administrators. Each year, the evaluation committee shall convene by May 15<sup>th</sup> to review, discuss or recommend any changes to the evaluation procedures, plan and instrument for teachers. If changes are recommended, the Board and Association shall have an opportunity to negotiate those changes in good faith prior to the parties' ratification and submission to ISBE for approval.
- C. Nothing contained herein shall limit an Administrator's right to discuss with a teacher performance of assigned duties or responsibilities during the school day.
- D. Nothing contained herein shall be construed to modify Article XII, Discipline and Discharge, Section 1, Teachers, in any way

### **4.2 ESP Evaluation**

- A. An evaluation committee shall consist of not more than three (3) Association members and of not more than two (2) Administrators.

The evaluation committee may recommend that part-time ESPs are not subject to formal evaluation procedures. Each year, the evaluation committee shall convene by May 15<sup>th</sup> to review, discuss or recommend any changes to the evaluation procedures, plan and instrument for ESPs. If the changes are recommended, the Board and the Association shall have an opportunity to negotiate those changes in good faith prior to the parties' ratification and submission to ISBE for approval.

ESP's shall be evaluated on an annual basis. The ESP evaluation instruments are attached to this Agreement as Appendix A.

- B. Nothing contained herein shall limit an Administrator's right to discuss with an ESP performance of assigned duties or responsibilities during the school day.

### **4.3 Scope of Grievance**

Any grievance filed pursuant to this Article shall be limited to whether there was a violation of specific evaluation procedures outlined in either the Teacher Performance Evaluation Plan and Instrument or the ESP Evaluation Plan and Instrument (attached as Appendix A). All other aspects of the evaluations, including, but not limited to, an Administrator's evaluation comments, decisions, or evaluation rating, shall not be subject to the grievance/arbitration article of this Agreement.

## **ARTICLE V LEAVES**

### **5.1. Sick Leave**

- A. At the beginning of each work year (start of school or July 1 as applicable), each nine (9) month (185-day) employee shall be credited with ten (10) days of sick leave, and each twelve (12) month employee shall be credited with thirteen (13) days of sick leave. Part-time employees shall receive sick leave days on a pro-rata basis to the days received by nine (9) month employees. The Employer shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said employee. There is no limit on accumulated sick leave.



B. Employees will be allowed to use sick leave in increments of one-quarter day of the employee's actual workday. When four-quarter days of sick leave have been used, the district will then deduct one (1) sick day from the individual employee's accumulated sick leave.

**C. Sick Leave Donation Plan** (See Memorandum of Understanding)

The School Board and Western Education Association/IEA/NEA hereby agree to the following sick leave donation plan. The plan's purpose is to allow any employee who has been employed for twelve (12) months or more in the District the ability to donate their sick days to another employee who has suffered a catastrophic event, serious illness or injury. It is not the purpose of this plan to provide additional days to staff who have exhausted their accumulated sick leave and are applying for additional sick days.

Any employee who has completed twelve (12) months of service desiring to use the sick leave donation plan should contact the Association President. The Association President and the Superintendent shall make arrangement to convene the sick leave bank committee to determine if the request qualifies for the sick leave bank donation plan.

Any employee who has completed twelve (12) months of service wishing to donate days **must** complete and submit donation form to ensure the equal distribution of donated days. Any employee wishing to donate must make the donation within thirty (30) days of the request for donated days.

A committee will be established to act as the governing body for the administration of the Sick Leave Donation Plan. The committee shall consist of one (1) member of the bargaining unit and one (1) person named by the Superintendent.

The following are minimal criteria for use of the sick leave days:

1. Must have a catastrophic event, serious illness, or injury.
2. Must have a doctor's statement.
3. The employee is required to exhaust all his/her available leave and vacation prior to using sick days from the sick leave donation plan.
4. Must give the Sick Leave Donation Committee a written request for the estimated number of days required.

Beginning with the third consecutive day of absence, and employee may be eligible to use the Plan. If the employee is

eligible, the Plan coverage shall be retroactive to include the first day of absence for coverage. The consecutive day rule does not apply to dialysis, cancer treatment, and other intermittent absences due to life threatening occurrences.

An employee is only eligible for the number of days donated, not to exceed forty-five (45) days in one school year and a maximum of one hundred eighty (180) days during his/her employment with the District. The maximum number of days that can be allocated in a one-year period to all employees of the District is two hundred fifty (250) days, or the available number of days in the bank. An employee must notify the Association President and Superintendent at least five (5) working days before returning to work.

Days are donated to the sick leave bank and not to individual recipients selected by the employee. Recipients are selected by the Sick Leave Donation Committee. Donated days are entered in the bank in individually alternating days and are kept in the bank until 250 days is reached. **Donated days are not deducted from the donating employee's accumulated sick leave until actually used.**

By way of example, the concept of individually alternating days would operate as follows: Person A turns in a donation form on Monday; Person B turns in a donation form on Tuesday; Person C turns in a donation form on Wednesday; there would be 6 days donated, to be used as follows: Person A – 1 day; Person B – 1 day; Person C – 1 day; Person A – 2<sup>nd</sup> day; Person B – 2<sup>nd</sup> day; Person C – 2<sup>nd</sup> day. If for any reason there are more than 250 days in the bank, the days will be returned to the donors in reverse order of receipt, individually alternating.

## 5.2 Definition of Immediate Family

Immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, aunts and uncles, grandparents, grandchildren, parents-in-law, brothers/sisters-in-law, and an employee's step-children and/or step-grandchildren (children and/or grandchildren of the employee's current spouse), and legal guardians.

## 5.3 Personal Leave

At the beginning of each work year (beginning of the school year or July 1, as applicable), each full-time employee shall be entitled to two (2)

personal leave days to be used for personal business, with the following stipulations:

- (a) Employees must notify their immediate supervisor three (3) days in advance, except in cases of emergency, in which case the employee must reduce to writing the nature of the emergency;
- (b) Unused personal leave days shall either be added to accumulated sick leave at the end of the school year or fiscal year, whichever is applicable, or upon 10 days' notice by the employee before the end of the applicable year, one unused personal day may be rolled over for use in the next year as an additional personal leave day. The maximum personal leave days any employee may have in any one year are limited to 3 personal days.
- (c) No more than four (4) employees may use personal leave on a given day.
- (d) No usage of personal leave immediately before or after a holiday except in an emergency.

#### **5.4 Association Leave**

The Association shall be entitled to use three (3) aggregate Association leave days per year, not per employee, for the purposes of conducting Association business or attending conferences or conventions. Employees representing the Association in the utilization of these days must submit advance written notification to the Superintendent. Said employees will not lose their pay or benefits; however, the Association will bear half the cost of the substitute salary.

#### **5.5 Leave of Absence**

An employee may request and may receive an unpaid personal leave of absence for up to one year, subject to Board approval.

This unpaid leave may be extended for up to one (1) additional year upon request and approval by the Board. No seniority shall be accumulated during the leave of absence; however, no seniority accrued prior to the leave shall be lost as a result of the leave. Unpaid leaves of less than two (2) calendar weeks may be granted, if approved by the Superintendent. The Superintendent's approval or rejection shall be at the Superintendent's sole and exclusive discretion.

The employee shall inform the Superintendent in writing of his/her intent to return at least 90 days prior to the end of the personal leave, if the

leave is for a period of more than 90 days. If the employee fails to so inform the Superintendent, the employee shall be deemed to have waived his/her right to future employment with the District.

During unpaid leave, the employee may continue his/her group health insurance coverage at the employee's sole expense, if the employee is eligible to maintain his/her own coverage according to the terms of the plan. The employee shall pay the full amount of each monthly premium to the insurance company.

## **5.6 Maternity Leave**

To the extent a pregnant employee has available sick leave, said employee may use accumulated sick leave for maternity leave purposes, including temporary disability due to pregnancy or pregnancy-related causes. Such leave may also be used for a six (6) week post-partum period, unless additional leave is granted by the Board.

Maternity leave shall be determined (and verified in writing) by an examination conducted either by a licensed physician of the employee's choice and/or by a licensed physician selected by the Board. In the latter instance, the Board will bear the full cost of such an examination.

In the event the employee has exhausted all sick leave, the employee shall be granted a leave of absence without pay for such period as the employee is temporarily disabled due to pregnancy or pregnancy related causes. In the event the employee gives birth to a baby during the summer recess, the employee shall have the option to request a leave of absence without pay not to exceed the initial 12 weeks after the commencement of the school year. The employee shall provide written notice to the Superintendent at least 90 days prior to the expected due date.

Said employee will not be allowed to return to work until they provide the Board with a licensed physician's statement certifying that the employee is physically able to resume their duties.

Maternity and/or paternity leave may be granted for purposes of placement with an employee of a son or daughter for adoption consistent with the above leave for natural childbirth.

## **5.7 Professional Leave**

At the discretion of the Superintendent, teachers may be granted permission to attend at least one conference, workshop, seminar, or visit exemplary programs and participate in work-related growth studies. The

Board shall pay for substitutes when deemed necessary by the Superintendent.

On days when students are not present, ESPs may request to attend training and professional conferences germane to the individual's job and beneficial to the District. If approved by the Superintendent, the Board will pay for the registration fees associated with the conference. If approved by the Superintendent, professional leave days shall not result in a reduction in the employee's normal compensation.

ESPs may request to attend a professional conference germane to the individual's job and beneficial to the District which occurs outside the regular work day of the employee. If approved by the Superintendent, the employee shall not be reimbursed his/her hourly rate of pay for professional leave days which fall outside the normal work day.

### **5.8 Educational Support Personnel - Vacation**

Twelve month employees only shall accrue vacation after 12 months of continuous employment. ESP employees shall be eligible for a vacation on the following basis:

After

1 year (12 months) continuous employment-	10 working days
10 years continuous employment -	15 working days
20 years continuous employment -	20 working days
25 years continuous employment -	25 working days

Vacation time earned in one fiscal year shall be used by the end of the following fiscal year or the employee shall lose it. ESPs terminating their employment shall be entitled to remuneration for the amount of vacation earned to the date of termination, provided they have been employed at least 12 continuous months. Vacation remuneration shall be paid only when employment is terminated by the action of the School Board or by a two weeks' notice in writing by the employee.

Requests for vacations shall be submitted in writing to the administrator to whom the employee is responsible at least twenty-one (21) days prior to the day the vacation is to begin, and must be approved by the Superintendent. Requests for vacations shall be on the form provided by the Superintendent and by the required date. Every effort shall be made to meet the desires of the employee and the needs of the school system in establishing vacation dates. Vacation shall be taken during the time when school is not in session, except by special arrangement with the Superintendent or the Superintendent's designee. The 21-day period may be waived in cases of an emergency.

## **5.9 Educational Support Personnel - Holidays**

12 month ESP employees will receive the following as paid holidays if the day of the holiday falls within their normal work year:

- Labor Day
- Columbus Day
- Thanksgiving
- Friday After Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday or President's Day (as Board directs)
- Good Friday
- Memorial Day
- July 4

No employee will receive holiday pay if the Board receives a waiver from the Illinois State Board of Education and school is held (with student attendance) on a holiday.

Employees will be allowed to utilize an additional floating holiday of their choosing approved by the Superintendent. Requests for use of the floating holiday shall be submitted in writing to the administrator to whom the employee is responsible and the date of such usage must be approved by the Superintendent or the Superintendent's designee.

Employees who are required to work on holidays (without a waiver from ISBE) shall be paid their regular pay for the holiday and then shall be paid the employee's regular hourly rate for the actual hours the employee works on that holiday.

## **5.10 Jury Duty**

An employee serving on a jury or who is subpoenaed to appear in a matter in which said employee is not a party or party of interest, during his/her scheduled working hours, shall receive his/her full salary and benefits for the time served on the jury or subpoenaed to appear in court, surrendering to the District all payments received for serving as juror less any payments for non-duty days, mileage allowance, meal allowance, and parking fees.

## **5.11 Bereavement Leave**

At the beginning of each work year (beginning of the school year or July 1, as applicable), each full-time employee shall be entitled to one (2) bereavement leave days. This Bereavement Leave may only be used in the event of a death of an Immediate Family Member, as defined in Section 5.2, or the corresponding relatives of the Staff Member's spouse.

## **ARTICLE VI GRIEVANCE PROCEDURE**

### **61 Definition of a Grievance**

A grievance is defined as any claim by the Association, an employee or group of employees that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement. A grievant may be filed by the Association, an employee, or a group of employees.

### **6.2 Procedures**

The parties acknowledge that an employee and the Administration may resolve problems through free and informal communication. However, if such free and informal communications do not resolve a particular problem, a grievance shall be processed as follows:

- A. Step I** - The grievant may present the grievance in writing within ten (10) working days of the occurrence or knowledge of the occurrence by the potential individual grievant to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) working days after receipt of the grievance. The Association's representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within ten (10) working days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.
  
- B. Step II** - If the grievance is not resolved at Step I or if the supervisor has not responded, then the grievant may refer the grievance to the Superintendent or Superintendent's official designee within fifteen (15) working days after receipt of the Step I answer or lack of a response. The Superintendent shall arrange with the grievant for a meeting to take place within ten (10) working days of the Superintendent's receipt of the appeal. Within ten (10) working days of the meeting, the grievant and the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

- C. Step III** - If the Association is not satisfied with the disposition of the grievance at Step II, or ten (10) working days pass without the issuance of the Superintendent's decision, the Association may submit the grievance to the Board at its next regular meeting. The grievant shall be provided with the Board's written response within ten (10) working days of the Board meeting.
  
- D. Step IV** - If the Association is not satisfied with the disposition of the grievance at Step III or ten (10) working days pass without the issuance of the Board's decision, the Association may submit the grievance to final and binding arbitration pursuant to paragraph 6.8. If a request for arbitration is not filed within thirty (30) working days of the date for the Step III decision, then the grievance shall be deemed withdrawn.

### **6.3 No Reprisals**

No reprisals shall be taken by the employer against any employee because of the employee filing a grievance under this section or for the content of any testimony given truthfully under oath in any grievance proceeding.

### **6.4 Bypass**

By mutual agreement, any step of the grievance procedure may be bypassed up to Step II I.

### **6.5 Class Grievance**

Class grievances 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 grievant at Step I.

### **6.6 Released Time**

Any investigation of a grievance by an employee shall be pursued when such employee is not assigned to duties. If a party to arbitration requires that the grievant or Association representative attend the arbitration, the grievant or Association representative shall be released without loss of pay or benefits. Employees who are called as witnesses in arbitrations shall be released without loss of pay or benefits, provided the Board and Association shall cooperate to minimize the time the employee is away from assigned duties.

### **6.7 Filing of Materials**

All grievances, responses to grievances and/or supporting documents accompanying grievances/responses shall be filed separately from the personnel files of the employees. The



Superintendent shall maintain copies of the aforesaid documents in the Superintendent's office. The Association shall courtesy copy a grievance and supporting documents to the Superintendent, if the grievance is not directed to the Superintendent.

## **6.8 Rules**

The party demanding arbitration may request either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to deliver to the Board and Association a regional panel of potential arbitrators for selection by the parties. Each party may one time reject all potential arbitrators on a panel received from either the AAA or FMCS. Unless the parties agree otherwise, once either AAA or FMCS is selected initially, that organization shall be the organization to administer that particular arbitration. Regardless of whether AAA or FMCS is selected to administer the arbitration, the Voluntary Rules of AAA shall govern the arbitration proceedings.

The selected arbitrator shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The Arbitrator's decision shall be based upon the interpretation or application of the express relevant language of the agreement. The arbitrator shall apply a preponderance of the evidence standard in deciding cases under this agreement. The decision of the arbitrator shall be final and binding on the parties to the extent allowed by law.

## **6.9 Costs**

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

## **6.10 Court Reporter**

If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter.

## **6.11 Postponement**

If only one party requests the postponement of an arbitration hearing and the other party objects in writing, the requesting party shall pay any cancellation fee due because of such postponement. Otherwise, the parties will equally share such cost.

## **6.12 Settlement**

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

### **6.13 Representation**

A grievant may have an Association representative present at any step in the grievance procedure.

## **ARTICLE VII COMPENSATION**

### **7.1 Salary Schedule**

**Teachers and ESPs:** The Salary Schedule for certified staff for school year 2015-2016 is attached hereto in Appendix B. The Salary Schedule for certified staff for school year 2016-2017 is attached hereto in Appendix B. The Salary Schedule for certified staff for school year 2017-2018 is attached hereto in Appendix B. It is the intention of the parties that any payment or benefit provided by the District to the teacher shall not generate compensation which exceeds any existing cap with regard to the Teacher Retirement System regulations, such that it would require the District to pay any penalty or make an additional contribution to TRS on behalf of the teacher that the District is not otherwise obligated to make. In order for an employee to obtain credit for experience and movement on the salary schedule, they must work a minimum of 120 days in the preceding year.

**ESP:** ESP Salary Schedules for school year 2015-2016, school year 2016-2017 and for school year 2017-2018 are attached hereto as Appendix B.

ESPs, with the exception of paraprofessionals, shall punch a time clock to record their individual hours actually worked. Twelve month or nine month ESPs shall submit in writing to the Superintendent's Administrative Assistant for Finance by September 1<sup>st</sup> of each year whether the ESP elects to have his/her pay prorated over 12 months in twenty-four substantially equal installments, by multiplying the ESP's hourly rate by their scheduled daily work hours times the number of days the ESP is scheduled to work in a twelve or nine month period. However, each ESP's prorated pay amount shall be adjusted quarterly to reflect any increase or decrease of actual hours worked in the preceding quarter.

### **7.2 Pension**

A. **Sheltering Teacher Retirement Contributions.** According

to authority granted by the Pension Reform Act of 1974, Section 414(h)(2) of the Internal Revenue Code, the Board of Education agrees to pay to the Teacher Retirement System on behalf of each teacher from the Teachers Salary Schedule based upon the TRS “ salary schedule reduction method “. Under this method, creditable earnings are equal to the salary schedule amount. The Employer shall withhold the 9.4% member contributions from the member’s salary and remit the contribution to TRS. Taxable earnings are the creditable earnings less the retirement contribution. If the required TRS member contribution increases during the term of this contract from the current 9.4%, then the Employer will remit any additional percentage contribution to TRS per the above salary schedule reduction method. Should any of the above be declared improper by an IRS ruling of opinion, that clause shall be deleted from this agreement to the extent it violates the ruling or opinion. TRS contributions will be sheltered and calculated on the TRS salary reduction method.

- B. The Board agrees to pay the employees’ THIS contribution as required by TRS regulations up to an amount equal to 0.97% for 2013-2014 and a maximum of 0.99% for 2014-15 of each employee’s creditable earnings as defined in paragraph 7.2 A above.
- C. **Illinois Municipal Retirement Fund (IMRF).** According to the authority granted by the Pension Reform Act of 1974 of the Internal Revenue Code, ESPs shall pay their required employee contribution and the Board shall pay its required employer contribution to IMRF as required by law for the employee’s benefit and as a tax sheltered direct contribution. Should any of the above be declared improper by an IRS ruling or opinion or by a court of competent jurisdiction, that clause or portion thereof shall be deleted to the extent that it violates the ruling or opinion.
- D. **Veteran’s Participation in IMRF:** For eligible veterans, the District will allow an employee to enhance his/her years of credit for IMRF purposes for years of military service for retirement purposes only.

### 7.3 Insurance Options

- A. **Health Insurance.** For full-time teachers, 12-month ESPs and other ESPs who work at least 40 hours per week on a 9- month basis and qualify and enrolled as participants in the school district’s group health insurance plan, the Board shall pay toward the qualifying and enrolled employee’s single health insurance premium cost a sum not to exceed the following:

1. For 2015-2016, 2016-2017, and 2017-2018, \$500.00 per month.
2. Displaced tenured teachers under paragraph 8.5 shall receive monthly health insurance reimbursement for the single health insurance premium prorated to the time the teacher is contracted to teach.
3. For employees who do not qualify for health insurance reimbursement, nothing herein shall prevent such employees who otherwise qualify for enrollment in the district's health insurance group plan according to the plan's terms from participating in the plan. However, such employees shall pay the entire single health insurance premium cost and any dependent coverage cost.
4. ESPs who qualify for health insurance reimbursement above shall have withheld from their wages any health insurance premium cost that the employee is responsible to pay over twelve months from the wages earned over nine months.
5. Any changes in statutes, rules, and regulations from government sources will required compliance with new rules and will necessitate a discussion of the impact of any applicable changes.

**B. Dependent Coverage.** For any qualified employee who is enrolled in the District's group health insurance plan and elects dependent coverage, the employee pays the complete cost of the dependent coverage. However, if two full-time employees from the same family work in the District and elect full family premiums, the Board shall pay a sum equivalent to single premium reimbursement in paragraph A above for each employee.

**C. Health Insurance Selection Process.** The Association shall appoint a committee to consider the District group health insurance program. The committee will make a recommendation as to insurance specifications to the Board and WEA for consideration. The Committee's recommendation may include any and all factors affecting the extent and cost of coverage. The committee will present this recommendation to the Board and WEA for respective votes. The final option must be passed by both the Board and WEA. If agreement is not reached, the matter will be referred back to the committee for further consideration and recommendations until agreement is reached by both parties on an acceptable group health insurance program for District employees. Once the Board and WEA agree upon the insurance plan specifications, the Board shall bid the coverage. The Board shall have the right to reject all bids if it deems appropriate to do so.

#### **7.4 Life Insurance**

The Board shall provide for each full-time teacher, 12-month ESP or 9-month ESP a \$30,000 term life insurance policy. No other employee shall be provided Board paid life insurance.

#### **7.5 Payroll Installments**

Payroll installments shall be made on the 15<sup>th</sup> and the 30<sup>th</sup> of each month. If the 15<sup>th</sup> or 30<sup>th</sup> falls on a weekend or holiday, payroll will be delivered on the preceding workday. All employees shall receive their pay through direct deposit to an account in the name of the employee at a financial institution. It shall be the responsibility of each employee to make sure the Superintendent's Administrative Assistant for Finance has current account information for the employee in a timely manner.

#### **7.6 Extracurricular Activities**

- A. An employee who has an extracurricular duty assignment shall notify the District bookkeeper in writing within thirty (30) days prior to the first payroll of the school year if the employee elects to have the supplemental or extracurricular pay added to the employee's monthly salary. Otherwise, payment will be in a lump sum at the conclusion of the extracurricular assignment or prior to June 30 of each year depending on the extracurricular duty assignment duration, unless the Superintendent approves a payment in partial sums prior to June 30<sup>th</sup>.
- B. Employees who accept extracurricular duties shall be paid according to the Extracurricular Increment Schedule in Appendix C for the 2015-2016, 2016-2017, and 2017-2018 school years.

#### **7.7 Reimbursement for College Credit Courses**

- A. Teachers who seek to be advanced on the Teachers' Salary Schedule for earning additional course credit shall comply with the following conditions:
  - 1. The teacher shall notify the Superintendent in writing at least thirty (30) days before, or as soon as possible after notice, that a course sought for credit commences, describing the course offering, the university or college through which the course is offered, and specify how the course will improve the teacher's competency in an assignment or ISBE certified teaching area of education or how the course is part of a plan for the teacher to gain

additional certification in an area of education approved by the ISBE; and,

2. The courses must be offered by an accredited institution of higher learning and must be either graduate level courses or college level courses if the courses are part of a teacher's plan to gain additional certification in an area of education approved by the ISBE; and,
  3. The Superintendent shall reject any teacher's request to take a course that does not comply with the requirements of paragraph 7.7 above. The Superintendent shall notify the teacher in writing of the reasons for rejection within fifteen (15) days of receipt of the request. If the Superintendent approves the request, the teacher shall be notified in writing within fifteen (15) days of receipt of the request.
  4. The teacher must earn at least a "B" grade to be eligible for either advancement on the Teachers' Salary Schedule or tuition reimbursement. The teacher shall deliver to the Superintendent evidence of satisfactory completion of the course taken either by a grade card or other document bearing the course instructor's signature by September 15<sup>th</sup> to be advanced on the Teachers' Salary Schedule for that school year. The teacher shall, within 120 days of the course's completion, secure and deliver to the Superintendent an official transcript from the institution confirming the successful completion of the course and grade as required above and to be placed on file in the district. The failure of the teacher to furnish the official transcript within that 120-day period shall forfeit advancement on the salary schedule until the transcript is delivered to the Superintendent.
- B. Teachers who have complied with the requirements of paragraph A above shall receive tuition reimbursement up to \$200.00 per credit hour based on the teacher's tuition cost for the credit hours for a maximum three (3) credit hours per teacher in any fiscal year. There shall not be any carryover of tuition reimbursement from one fiscal year to the next fiscal year.
- C. The Superintendent may approve any written request for an ESP to enroll in a college credit course at an accredited institution of higher learning if the course directly benefits the operational needs of the school district. The ESP shall submit the written request for course approval at least thirty (30) days before, or as soon as

possible after notice, of the commencement of the course. The Superintendent shall accept or reject the request with reasons within fifteen (15) days after receipt of the written request. The ESP must furnish a grade card or a document signed by the instructor showing the successful completion of the course and the attainment of at least a "C" grade to be eligible for tuition reimbursement. ESPs who have complied with the requirements in this paragraph shall receive tuition reimbursement up to \$200.00 per credit hour for a maximum of three (3) credit hours per ESP in any fiscal year.

- D. Courses approved for either a teacher or ESP shall be taken at a time that does not conflict with regular assigned job duties. Unless the employee is directed to take and attend a course by the Superintendent, employees shall take courses on their own time and not as a part of assigned work duties.

## **7.8 Mileage**

When employees have received prior authorization from the Superintendent, or designee, to attend a workshop, seminar or extracurricular activity or athletic contest outside the District and a District motor vehicle is not available for travel to the event, then the employee shall be reimbursed for mileage for use of the employee's personal vehicle in traveling to and returning from such an event at the Internal Revenue Service (IRS) mileage rate in effect on July 1 of each year for the following school year.

Employees who are assigned to teach classes in more than one District attendance center which require travel between attendance centers in the same school day shall be reimbursed for mileage for use of the employee's personal vehicle at the above IRS mileage rate if a District owned motor vehicle is not available for the employee's use.

Employees shall not be eligible for reimbursement for in District travel to attend District meetings, such as in-service training, teacher institutes, PLC meetings, or student staffing.

## **7.9 After-School Assignments**

The Board and WEA agree that assignments beyond the regular class day are essential and vital to the successful operation of a school program. Individuals will be sought for these assignments. If there are no volunteers for any of these duties (examples listed below), teachers will be appointed on a rotating basis by the Building Principal or his/her designee to fill these positions.

Supervision at Sporting Events

Supervision of After-School Activities, i.e. Open House, Orientation, Concerts, etc.

### **7.10 Extra Duty Assignments**

- A. Assignment of bus drivers for necessary extra duty or extracurricular bus driving assignments shall be made among full time bus drivers on a rotating basis. Rotation at the beginning of each school year will begin based on seniority. If no full time driver is available, part time drivers will be asked on a rotating basis.
- B. If custodial services are necessary for extracurricular activities, assignment shall be made among the regular custodial staff on a rotating basis.
- C. If extra duty assignments cannot be filled with a regular bus driver or regular custodial staff member, then substitutes may be used.
- D. Temporary maintenance assignments, such as additional summer maintenance help, shall first be offered to qualified members of the support TEAM. Those employees, if any, who worked at substantially the same responsibilities the previous year, shall be offered the position first, then any vacancies shall be offered to other members of the bargaining unit. The Superintendent shall provide notice of vacancies to the employees before the end of school in the spring.

### **7.11. ESP Allowances**

**Custodian/Maintenance Employees.** District shall provide shirts and cleaning service for said shirts to the custodian/maintenance employees and a \$75 per year clothing allowance with which to purchase approved pants (pants which match shirt color, or jeans are approved) and may apply any sum not spent on pants to work shoe purchase.

Each custodial and maintenance employee shall be reimbursed up to \$75 per year for the purchase of approved shirts and pants after the completion of the probationary period.

**Cooks.** Board shall reimburse Food Service Personnel up to \$75 per year for the purchase of approved cafeteria apparel after the completion of the probationary period.

**Bus Drivers.** District shall purchase medium weight jackets for bus drivers in style and color as District deems appropriate.



### **7.12 Commercial Driver's License**

The Board will reimburse employee bus drivers the required fee charged by the Illinois Secretary of State to obtain an Illinois Commercial Driver's License.

### **7.13 Employee Physicals, Immunizations and Drug Tests**

Any employee required to have a physical and/or drug test to continue to perform their required job duties shall have the actual cost of the exam or test, not covered by health insurance, reimbursed by the District. However, no reimbursement will be made for any employee who tests positive in a drug test.

The employer will provide at no cost a Hepatitis B Vaccine series for any employee upon request.

### **7.14 Food Sanitation License**

All food sanitation employees are required to have a Food Sanitation License. The Board agrees to pay the cost of the license.

### **7.15 Flexible Spending Account**

A Flexible Spending Account for health insurance premiums shall be established with the cost of the initial setup fee and monthly maintenance fee to be paid by the employees who elect this plan.

### **7.16 Shift Differential**

Custodians who are assigned to work a shift that commences on or after 3:00 pm will be paid an additional \$ 0.25 per hour while working that shift. The shift differential does not apply if the custodian is assigned to a day shift.

### **7.17 Call Ins**

An ESP who is called-in to work after his/her regular scheduled work day shall be paid a minimum of one (1) hour at that ESP's regular hourly rate. This call-in pay rate shall not apply to days school is cancelled for inclement weather or other reasons if the ESP did not work the regular scheduled work day.

### **7.18 Detention Pay**

Employees who are assigned to cover detentions at the Western Junior High and Elementary buildings shall be paid \$10.00 per hour

for each hour assigned. Employees who cover the detentions shall record their time in a manner prescribed by the Principal.

## **ARTICLE VIII REDUCTION-IN-FORCE**

### **81 Seniority**

- A. **Teachers.** Seniority shall be defined as total years of continuous service in the District as a teacher. A teacher shall be deemed to have seniority only upon the attainment of tenure, but upon acquisition of tenure, seniority credit shall include all continuous years of service. Unpaid leaves of absence or layoff periods shall not be considered a break in service but shall not count towards seniority. Seniority is lost upon a teacher's resignation, dismissal for cause, or retirement from the District.
  
- B. **ESPs.** Seniority for ESPs shall be defined as total years of continuous service in the District as an employee. Pro rata seniority credit shall be given for less than full-time service. Unpaid leaves of absence or lay-off periods shall not be considered a break in service but shall not count towards seniority. Seniority is lost upon an employee's resignation, dismissal for cause, or retirement from the District.

### **8.2 Seniority Tie Breakers**

If the total years of continuous service in the District are equal between two or more employees, then seniority shall be determined by reference to the following tie-breakers in the following order:

- 1. Date hired by the Board.
- 2. Total years of service in the District.
- 3. Total years of teaching (certified) or work (ESPs) experience outside of the District.
- 4. Horizontal placement to the right on the salary schedule (certified only).
- 5. L o t t e r y .

### **8.3 Seniority List**

The Administration shall prepare and post a tentative seniority listing by position category of all personnel employed by the District. Each listing shall be posted in various District facilities as identified by the Superintendent for employees by February 1. Copies of the seniority list shall also be provided to the Association. Employees shall have ten (10) employment days from the date of posting of the tentative seniority list to

file objections in writing with the Superintendent or designee to the information shown on the list, including the employee's ranking or category(ies). After the period for employee objections has passed, the Administration shall prepare and post finalized seniority lists. The failure of an employee of the Association to make a specific timely objection shall be deemed an acceptance of the seniority ranking and shall prohibit any subsequent challenges to rankings until the posting of a seniority list in the following school year.

#### **8.4 Dismissal Order**

- A. The District and Association will adhere to the processes and procedures found in SB7. The Joint RIF Committee will meet by October 1 of each year and work within the parameters outlined in the law.
- B. Educational support personnel affected by reduction of force shall be honorably dismissed within the job classification (category of position). Certain positions require qualifications unique to those positions. In the event that a position is eliminated, the following procedure based on position will be followed:

If a reduction in force occurs, a maintenance employee who has more seniority may bump the least senior custodian; a more senior head cook may bump the least senior assistant cook; a more senior bus driver may bump the least senior bus monitor; and an assistant cook may bump the least senior lunchroom monitor. Bus drivers, maintenance employees, head cooks and assistant cooks are the only positions that may bump cross-categorically.

#### **8.5 Displaced Tenured Teachers**

Tenured teachers who have been reduced in force to less than a full-time teaching load shall continue in the school district's group health insurance plan if the plan provisions permit continued participation. If the tenured teacher continues to be a health insurance plan participant, that teacher shall pay the group health insurance premium cost for the continued health insurance coverage, less any Board paid health insurance reimbursement provided in this Agreement on a pro rata basis to the time contracted.

#### **8.6 Recall Rights**

Teachers who are honorably dismissed shall be given positions for which they are qualified in order of reverse seniority within their specific category of position for a period of one (1) year. Upon the offering of any vacancy

during the recall period, the teacher must notify the Superintendent or designee within fifteen (15) calendar days of their intent. Recalled teachers shall have the accumulated sick leave, salary schedule position, and seniority they had when honorably dismissed.

## **8.7 ESP Reduction In Force**

- A. Reduction in Force.** If an ESP is removed or dismissed as a result of a decision of the Board to decrease the number of employees or to discontinue some particular type of service, written notification shall be given the ESP by certified mail, at least thirty (30) days before the ESP is dismissed or removed, together with a statement of honorable dismissal and the reason therefore. The ESP with the shorter length of continuing service within the job classification with the district shall be dismissed first.
- B. Elimination of Position.** If a position is eliminated, the ESP whose position is eliminated shall retain his/her seniority according to the Association's Seniority List for one (1) calendar year after the position is eliminated.
- C. Health Insurance Continuation.** An ESP who is honorably dismissed and participating in the school district's then current school district group health insurance plan shall be eligible to continue coverage in the plan according to the terms of the health insurance plan through the ESP's last day of employment. If the health insurance plan allows the ESP to continue coverage after the last day of employment at the ESP's sole expense, the Administration will cooperate with the ESP to continue the coverage.
- D. Recall.** If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available within a specific classification of position shall be tendered to the ESPs honorably dismissed from that classification of position, so far as they are qualified to hold such positions.
- E. Waiver of Recall Rights.** Failure of the ESP to respond within seven (7) calendar days after the receipt of the Board's letter of recall sent by certified mail to the ESP's address on file with the Board recalling such ESP will result in the termination of the ESP's right of recall to any subsequent vacant position. It shall be the responsibility of the ESP to inform the Superintendent of any change in address.

## **ARTICLE IX FAIR SHARE**

- 9.1** Effective in the 2007-08 school year, each bargaining unit member, 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.
- 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 and the Board, the Board shall deduct the fair share from the wages of the non-Association member.
- 9.3** Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- 9.4** In the event of any legal action against the Employer brought in a court of 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:
- A. The Employer gives timely notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
  - B. The Employer cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- 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 of administrative agency.
- 9.6** 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 a 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 X  
EFFECT OF AGREEMENT**

**10.1 Negotiations Procedures**

- A. The Board and the Association agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith the wages, hours, fringe benefits, grievance procedure, terms and conditions of employment.
- B. Negotiations on successor agreements shall begin no earlier than March 1, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and place agreed to by both parties.
- C. 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 in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Association and the Board for ratification.
- D. When the Association and the Board reach tentative agreement on all matters being negotiated, the items shall be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.
- E. If an agreement is not reached on all items within forty-five (45) days of the scheduled start of the forthcoming school year, either party may request the Federal Mediation and Conciliation service to appoint a mediator. Should the Federal Mediation and Conciliation Service be unavailable, the parties shall mutually agree upon replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified. The costs of mediation shall be shared equally by the Association and the Board.

**10.2 Savings 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 violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

**10.3 No Strike Clause**

During the term of this Agreement and any extension thereof, no employee covered by this agreement, nor the Association, nor any person acting on behalf of the Association shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the School District's premises, any strike, slowdown or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part, the operation of the School District.

#### **10.4 Individual Contracts**

The terms and conditions of this Agreement shall be the terms and conditions of individual contracts of employees referred to in the recognition clause of this Agreement.

#### **10.5 Complete Understanding**

The terms and conditions included in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through written mutual consent of the parties.

### **ARTICLE XI MANAGEMENT RIGHTS**

Except as expressly limited by the terms and conditions of this agreement, the Board and Administration retain all statutory and inherent management rights, prerogatives and functions to manage and implement decisions for the best interest of the School District, including, but not limited to, the following subjects of discretion or policy:

1. Functions of the Board of Education;
2. Standards of service;
3. School District's overall budget and finances;
4. Qualifications, employment and selection of new employees or rehiring former employees;
5. Direction of all employees;
6. Organization and efficiency of operations of the School District; and
7. To promote, transfer, train, assign and schedule employees.

## **ARTICLE XII DISCIPLINE AND DISCHARGE**

### **12.1. Teachers.**

Discharge, dismissal or non-renewal of teachers employed by the school district shall be governed exclusively by the provisions of the Illinois School Code and not by this article or agreement.

### **12.2. Probationary.**

A newly hired ESP or rehired former ESP shall be considered a probationary ESP for the first 90 calendar days of his/her employment, and within that period, may be discharged at any time without notice, compensation, or assigning any reason whatsoever. The Board may extend the 90-day probationary period for an additional 90 calendar days by giving written notice to the ESP prior to the end of the initial 90 calendar day probationary period. ESPs changing job categories shall begin a new probationary period in the new position.

### **12.3. Progressive Discipline.**

ESPs, who have successfully completed their probationary period, shall be subject to progressive discipline, except for gross misconduct for which a more severe discipline may be imposed. Generally, discipline will be according to the following schedule:

1. Verbal warning;
2. Written warning;
3. One to ten-day suspension without pay;
4. Discharge for just cause.

### **12.4. Just Cause Termination.**

Upon action of the Board of Education, ESPs may be discharged from their employment with the school district for just cause. Just cause means an ESP's failure to perform job duties consistent with school district policies, procedures, other reasonable written expectations of ESP performance, acts of dishonesty, moral turpitude, insubordination, abuse or harassment of other persons, violation of criminal statutes or other acts which would be contrary to the educational mission of the school district.



An ESP may be subject to suspension or discharge immediately if the ESP commits one of the following acts:

1. Theft or vandalism of school district property;
2. Consuming, possessing, using, selling or being under the influence of alcohol or illegal drugs while performing job duties;
3. Material misrepresentation on an employment application for employment with this school district;
4. Falsifying school records or reports;
5. Intentional acts of harm, assault or battery directed toward a student or school district employee;
6. Sexual or physical harassment of a student or school district employee.

#### **12.5. Hearing Procedures.**

Prior to termination for just cause, an ESP and Union shall be provided by the Board of Education written notice of the reason for termination and an opportunity to request a hearing in closed session before the Board of Education at a regular or special meeting. The ESP shall have three (3) working days after receipt of the written notice of reasons to notify the Superintendent in writing of a request for a Board hearing. The failure of the ESP to request a hearing within the three-day period shall constitute a bar to the ESP challenging the termination for just cause.

If a hearing is requested by the ESP, the ESP shall have a right to present evidence, cross-examine adult witnesses and be represented by legal counsel or union representative at the ESP's sole expense.

The Board of Education shall act upon the termination in a timely manner following the conclusion of the hearing.

This Agreement shall be in effect from July 1, 2015 through June 30, 2018.

IN WITNESS WHEREOF:

FOR THE WESTERN EDUCATION  
ASSOCIATION, IEA/NEA

FOR THE WESTERN BOARD OF  
EDUCATION, WESTERN COMMUNITY  
UNIT SCHOOL DISTRICT #12  
PIKE COUNTY, ILLINOIS

President

President

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Secretary

Secretary

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Date

Date

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# Appendix A

ESP Evaluation Documents

**Western Community Unit School District #12**  
**Performance Evaluation Process for Paraprofessionals**  
**2015-2016**

**Introduction:**

Western CUSD#12 recognizes the critical role paraprofessionals play in students' academic achievement. Paraprofessionals are respected and supported as integral team members responsible for assisting in the delivery of instruction and other student related activities. The entire instructional team participates within clearly defined roles in a dynamic changing environment to provide an appropriate educational program for students.

The 2015-2016 performance evaluation for paraprofessionals will consist of at least one classroom observation that seeks to collect evidence of a paraprofessional's positive impact on student learning.

**Name:** \_\_\_\_\_  
**Job Title:** \_\_\_\_\_  
**Years of Service:** \_\_\_\_\_

**School:** \_\_\_\_\_  
**Evaluator:** \_\_\_\_\_  
**Evaluation Date:** \_\_\_\_\_

---

**Overall Performance Rating**

( ) Excellent      ( ) Proficient      ( ) Needs Improvement      ( ) Unsatisfactory

---

**Signature:**

\_\_\_\_\_  
**Paraprofessional**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Evaluator**

\_\_\_\_\_  
**Date**

(Signatures simply indicate that material on this page and the attached supporting details have been discussed.)

**Western Community Unit School District #12: Paraprofessional Observation Form**

**Domain 2: Supports the Classroom Environment**

<b>Component</b>	<b>Level of Performance</b>			
<b>Performance Continuum</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Excellent</b>
<b>2a. Supports an Environment of Respect and Rapport</b>	Interactions, both between the paraprofessional and students and among students are negative, inappropriate, or insensitive to students' cultural backgrounds, and/or characterized by sarcasm, put-downs, or conflict.	Interactions, both between the paraprofessional and students and among students are generally appropriate and free from conflict, but may be characterized by occasional displays of insensitivity or lack of responsiveness to cultural or developmental differences among students.	Interactions, both between the paraprofessional and students and among students reflect general warmth and caring, and are polite and respectful of the cultural and developmental differences among groups of students.	Interactions, both between the paraprofessional and students and among students are highly respectful, and reflect genuine warmth/caring toward individuals. As a result of the direct support from the paraprofessional, students maintain high levels of civility among members of the class.
Evaluator's Summary:				
<b>Performance Continuum</b>	<b>Unsatisfactory</b>	<b>Performance Continuum</b>	<b>Unsatisfactory</b>	<b>Performance Continuum</b>
<b>2b. Reinforces a Culture of Learning</b>	The paraprofessional contributes to a negative culture for learning, characterized by a low commitment to the subject, low expectations for student achievement, and little or no student pride in work. Lack of knowledge of the subject matter or methods used to teach students. The paraprofessional does not engage the students in work and if so it is for negative reasons	The paraprofessional assists the teacher's attempts to create a culture of learning with partial success, characterized by little interaction with students Little knowledge of the material or subject. Modest reinforcement of expectations for student achievement, and little student pride in work. The paraprofessional appears to be only "going through the motions."	The paraprofessional has an understanding and is able to assist in the implementation of a variety of strategies that reinforces a culture of high expectations for most students and genuine commitment to the subject, with students demonstrating pride in their work. The paraprofessional is engaged with students the majority of the time students are working	The paraprofessional supports high levels of student energy by demonstrating passion for the subject and reinforcing a culture for learning in which everyone shares a belief in the importance of the subject and all students hold themselves to high standards of performance. The paraprofessional works with the teacher and students to insure optimal learning throughout the period
Evaluator's Summary:				

<b>Performance Continuum</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Excellent</b>
<b>2c. Managing Classroom Procedures</b>	The paraprofessional fails to assist the teacher and students in the implementation of the classroom routines and procedures.	The paraprofessional occasionally assists the teacher and students with implementing classroom routines and procedures.	The paraprofessional assists the teacher and students with implementing classroom routines and procedures that allow little instructional time to be lost.	The paraprofessional assists the teacher and students with the seamless operation of classroom routines and procedures.
Evaluator's Summary:				
<b>Performance Continuum</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Excellent</b>
<b>2d. Managing Student Behaviors</b>	The paraprofessional has limited knowledge and is unable to demonstrate a variety of strategies that reinforce positive student behavior. The paraprofessional does not help resolve any behavioral issues	The paraprofessional has some knowledge and with support, is able to implement some strategies that reinforce positive student behavior. While having knowledge the Para fails to consistently to use his/her knowledge and skills to manage student behavior	The paraprofessional demonstrates knowledge of strategies that reinforce positive student behavior using a student's behavior plan. Implements behavior plans appropriately and consistently The paraprofessional's response to student misbehavior is appropriate and respectful to students.	The paraprofessional's is constantly monitoring student behavior and intervenes in a positive manner before behaviors escalates. Paraprofessional's response to a student's misbehavior is sensitive to individual student needs. The Paraprofessional demonstrates a variety of strategies that reinforce positive student behavior. Standards of conduct are clear, with evidence of student participation in setting them. The paraprofessional frees the teacher to teach due to his/her response to student behavior
Evaluator's Summary:				

**Domain3: Delivery of Services/Accommodations (Instruction)**

Component	Level of Performance			
Performance Continuum	Unsatisfactory	Performance Continuum	Unsatisfactory	Performance Continuum
<p><b>3a. Communicating Clearly and Accurately: Ability to employ constructive communication strategies and approaches in working with students, staff, and the greater school community.</b></p>	<p>The paraprofessional is unable to communicate with students in a manner that improves their academic and behavioral functioning. The paraprofessional is unable to communicate with teacher to enhance the learning of the students The paraprofessional is argumentative with students and teacher when he/she disagrees</p>	<p>The paraprofessional communications while listened to by the students does not improve their academic or behavioral functioning. The paraprofessional listens to teacher regarding what they have to do however is unable to follow the directions because they do not understand them and do not ask the teacher questions to insure understanding The paraprofessional listens to students and teachers and when disagrees just walks away</p>	<p>The paraprofessional when communicating to students is listened to and students follow what the paraprofessional says the majority of the time. The paraprofessional listens to teacher regarding what they are suppose to do asks some questions however when they go to do what they need to do it is evident they are not sure of what to do and wait for teacher to come to them as opposed to asking the teacher for more direction The paraprofessional listens to students and teachers and when disagrees state they disagree without giving a constructive alternative.</p>	<p>Demonstrates a strong ability to communicate ideas, opinions, and instructions to others. Skillfully makes oral presentations. Reinforces expectations for learning, directions and procedures, and explanations of content are clear to students. The paraprofessional’s oral and written communication is appropriate to students’ cultures and levels of development. The paraprofessional listens to students and teachers and when disagrees state they disagree gives a constructive alternative however if the teacher says we are doing it this way proceeds to do it as the teacher stated</p>
<p>Evaluator’s Summary:</p>				

Performance Continuum	Unsatisfactory	Needs Improvement	Proficient	Excellent
<b>3b. Assists in Engaging Students In Learning</b>	Unable to read and follow a lesson plan. Unable to provide students with complete and specific instructions to activities. Does not interact with students regarding the lesson	Has limited knowledge of the process of adapting materials according to students' needs. Has difficulty following oral and written directions and does not seek clarification from the teacher. Interactions with students are spotty and not helpful	Understands and demonstrates the adaptation process when looking at the student. Provides an appropriate alternative strategy for learning. Seeks out clarification and/or direction, when needed, from the teacher.	Interactions with student leads to the student understanding what they are doing and through questioning the students are able to demonstrate they understand and can develop alternative strategies on their own Can successfully collaborate with educational team in meeting student's needs by giving suggestions on how to adapt lesson plans specific to the struggling students.
Evaluator's Summary:				



<b>Component</b>	<b>Level of Performance</b>			
<b>Performance Continuum</b>	<b>Unsatisfactory</b>	<b>Performance Continuum</b>	<b>Unsatisfactory</b>	<b>Performance Continuum</b>
<b>3c. Assisting in the Use of Assessment in Instruction</b>	Does not utilize assessment in assisting instruction. Does not monitor student progress. Does not ensure that students are aware of assessment criteria used to evaluate their work. Does not check for learning when working with students	Assists the teacher occasionally in monitoring students' progress and providing students with feedback. Occasionally checks for student learning when they work with students usually using yes /no questions	The paraprofessional is fully aware of students' assessment criteria and ensures that students are fully aware. Paraprofessional frequently monitors students' learning and utilizes assessment data to enhance student learning.	Paraprofessional facilitates students' self-monitoring and self-assessment of their own learning. Paraprofessional provides students and teacher with high-quality feedback from a variety of sources.
Evaluator's Summary:				
<b>Performance Continuum</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Excellent</b>
<b>3d. Demonstrating Flexibility and Responsiveness</b>	Paraprofessional fails to adapt instruction and teaching strategies in spite of evidence of poor student understanding or students' lack of interest. Paraprofessional does not assume responsibility for assisting teacher with addressing students' failure to understand.	Paraprofessional demonstrates moderate flexibility and responsiveness to students' needs and interests during a lesson, and infrequently seeks to work collaboratively with the classroom teacher to ensure the success of all students. The paraprofessional makes one attempt to adapt instruction even though the student still does not understand	Paraprofessional seeks to ensure successful learning for all students in collaboration with classroom teacher, by monitoring and adjusting teaching strategies/lessons as needed, and responding to students' interests and questions.	Paraprofessional is highly responsive to students' needs, taking the initiative to collaborate with the classroom teacher when major lesson adjustments are needed. Paraprofessional takes the initiative to adjust teaching strategies, prompts, etc. to optimize students' learning.
Evaluator's Summary:				

# Appendix B

## Salary Schedules





Certified Staff Pay Schedule / FY17 (2016-2017 School Year)															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
YRS	BS + 00	BS +03	BS + 06	BS + 09	BS + 12	BS + 15	BS + 18	BS + 21	BS + 24	BS + 27	BS + 30	MS + 00	MS + 08	MS + 16	MS + 24
1	\$ 32,422	\$ 32,664	\$ 32,907	\$ 33,149	\$ 33,392	\$ 33,634	\$ 33,876	\$ 34,119	\$ 34,361	\$ 34,604	\$ 34,846	\$ 35,492	\$ 36,139	\$ 36,785	\$ 37,432
2	\$ 33,122	\$ 33,365	\$ 33,607	\$ 33,849	\$ 34,092	\$ 34,334	\$ 34,577	\$ 34,819	\$ 35,062	\$ 35,304	\$ 35,546	\$ 36,193	\$ 36,839	\$ 37,486	\$ 38,132
3	\$ 33,823	\$ 34,065	\$ 34,307	\$ 34,550	\$ 34,792	\$ 35,035	\$ 35,277	\$ 35,519	\$ 35,762	\$ 36,004	\$ 36,247	\$ 36,893	\$ 37,540	\$ 38,186	\$ 38,832
4	\$ 34,523	\$ 34,765	\$ 35,008	\$ 35,250	\$ 35,492	\$ 35,735	\$ 35,977	\$ 36,220	\$ 36,462	\$ 36,705	\$ 36,947	\$ 37,593	\$ 38,240	\$ 38,886	\$ 39,533
5	\$ 35,223	\$ 35,466	\$ 35,708	\$ 35,950	\$ 36,193	\$ 36,435	\$ 36,678	\$ 36,920	\$ 37,162	\$ 37,405	\$ 37,647	\$ 38,294	\$ 38,940	\$ 39,587	\$ 40,233
6	\$ 36,004	\$ 36,247	\$ 36,489	\$ 36,731	\$ 36,974	\$ 37,216	\$ 37,459	\$ 37,701	\$ 37,944	\$ 38,186	\$ 38,428	\$ 39,075	\$ 39,721	\$ 40,368	\$ 41,014
7	\$ 36,705	\$ 36,947	\$ 37,189	\$ 37,432	\$ 37,674	\$ 37,917	\$ 38,159	\$ 38,401	\$ 38,644	\$ 38,886	\$ 39,129	\$ 39,775	\$ 40,422	\$ 41,068	\$ 41,714
8	\$ 37,405	\$ 37,647	\$ 37,890	\$ 38,132	\$ 38,374	\$ 38,617	\$ 38,859	\$ 39,102	\$ 39,344	\$ 39,587	\$ 39,829	\$ 40,475	\$ 41,122	\$ 41,768	\$ 42,415
9	\$ 38,105	\$ 38,348	\$ 38,590	\$ 38,832	\$ 39,075	\$ 39,317	\$ 39,560	\$ 39,802	\$ 40,044	\$ 40,287	\$ 40,529	\$ 41,176	\$ 41,822	\$ 42,469	\$ 43,115
10	\$ 38,805	\$ 39,048	\$ 39,290	\$ 39,533	\$ 39,775	\$ 40,018	\$ 40,260	\$ 40,502	\$ 40,745	\$ 40,987	\$ 41,230	\$ 41,876	\$ 42,522	\$ 43,169	\$ 43,815
11	\$ 39,667	\$ 39,910	\$ 40,152	\$ 40,395	\$ 40,637	\$ 40,879	\$ 41,122	\$ 41,364	\$ 41,607	\$ 41,849	\$ 42,091	\$ 42,738	\$ 43,384	\$ 44,031	\$ 44,677
12	\$ 40,368	\$ 40,610	\$ 40,852	\$ 41,095	\$ 41,337	\$ 41,580	\$ 41,822	\$ 42,065	\$ 42,307	\$ 42,549	\$ 42,792	\$ 43,438	\$ 44,085	\$ 44,731	\$ 45,378
13	\$ 41,068	\$ 41,310	\$ 41,553	\$ 41,795	\$ 42,038	\$ 42,280	\$ 42,522	\$ 42,765	\$ 43,007	\$ 43,250	\$ 43,492	\$ 44,139	\$ 44,785	\$ 45,431	\$ 46,078
14	\$ 41,768	\$ 42,011	\$ 42,253	\$ 42,496	\$ 42,738	\$ 42,980	\$ 43,223	\$ 43,465	\$ 43,708	\$ 43,950	\$ 44,192	\$ 44,839	\$ 45,485	\$ 46,132	\$ 46,778
15	\$ 42,469	\$ 42,711	\$ 42,953	\$ 43,196	\$ 43,438	\$ 43,681	\$ 43,923	\$ 44,165	\$ 44,408	\$ 44,650	\$ 44,893	\$ 45,539	\$ 46,186	\$ 46,832	\$ 47,478
16				\$ 44,327	\$ 44,569	\$ 44,812	\$ 45,055	\$ 45,297	\$ 45,539	\$ 45,782	\$ 46,024	\$ 46,670	\$ 47,317	\$ 47,963	\$ 48,610
17					\$ 45,377	\$ 45,620	\$ 45,863	\$ 46,105	\$ 46,347	\$ 46,590	\$ 46,832	\$ 47,478	\$ 48,125	\$ 48,771	\$ 49,418
18											\$ 47,263	\$ 48,286	\$ 48,933	\$ 49,579	\$ 50,226
19												\$ 49,095	\$ 49,741	\$ 50,387	\$ 51,034
20												\$ 49,903	\$ 50,549	\$ 51,195	\$ 51,842
21												\$ 51,034	\$ 51,680	\$ 52,327	\$ 52,973
22												\$ 51,465	\$ 52,111	\$ 52,758	\$ 53,404

53  
**\*\*\*Those certified staff members who are off the schedule (frozen at the top) due to their longevity shall be paid a \$250.00 stipend.\*\*\***

<b>Cooks</b>				
<b>Step</b>		<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>
<b>1</b>		\$ 8.90	\$ 9.04	\$ 9.26
<b>2</b>		\$ 9.02	\$ 9.16	\$ 9.39
<b>3</b>		\$ 9.16	\$ 9.29	\$ 9.52
<b>4</b>		\$ 9.28	\$ 9.42	\$ 9.65
<b>5</b>		\$ 9.41	\$ 9.55	\$ 9.79
<b>6</b>		\$ 9.52	\$ 9.66	\$ 9.91
<b>7</b>		\$ 9.65	\$ 9.80	\$ 10.04
<b>8</b>		\$ 9.77	\$ 9.92	\$ 10.17
<b>9</b>		\$ 9.92	\$ 10.07	\$ 10.32
<b>10</b>		\$ 10.03	\$ 10.18	\$ 10.43
<b>11</b>		\$ 10.33	\$ 10.49	\$ 10.75
<b>12</b>		\$ 10.65	\$ 10.81	\$ 11.08
<b>13</b>		\$ 10.97	\$ 11.14	\$ 11.42

<b>Head Cook</b>				
<b>Step</b>		2015-2016	2016-2017	2017-2018
<b>1</b>		\$ 12.89	\$ 13.08	\$ 13.41
<b>2</b>		\$ 13.09	\$ 13.29	\$ 13.62
<b>3</b>		\$ 13.28	\$ 13.48	\$ 13.81
<b>4</b>		\$ 13.46	\$ 13.66	\$ 14.00
<b>5</b>		\$ 13.66	\$ 13.87	\$ 14.21
<b>6</b>		\$ 13.82	\$ 14.03	\$ 14.38
<b>7</b>		\$ 14.03	\$ 14.24	\$ 14.59
<b>8</b>		\$ 14.21	\$ 14.42	\$ 14.78
<b>9</b>		\$ 14.39	\$ 14.61	\$ 14.97
<b>10</b>		\$ 14.59	\$ 14.80	\$ 15.17
<b>11</b>		\$ 15.03	\$ 15.26	\$ 15.64
<b>12</b>		\$ 15.49	\$ 15.72	\$ 16.11
<b>13</b>		\$ 15.96	\$ 16.20	\$ 16.60

<b>Paraprofessional</b>				
<b>Step</b>		2015-2016	2016-2017	2017-2018
<b>1</b>		\$ 9.64	\$ 9.79	\$ 10.03
<b>2</b>		\$ 9.82	\$ 9.96	\$ 10.21
<b>3</b>		\$ 10.02	\$ 10.17	\$ 10.42
<b>4</b>		\$ 10.20	\$ 10.35	\$ 10.61
<b>5</b>		\$ 10.39	\$ 10.55	\$ 10.81
<b>6</b>		\$ 10.59	\$ 10.75	\$ 11.01
<b>7</b>		\$ 10.77	\$ 10.93	\$ 11.20
<b>8</b>		\$ 10.96	\$ 11.13	\$ 11.40
<b>9</b>		\$ 11.14	\$ 11.31	\$ 11.59
<b>10</b>		\$ 12.38	\$ 12.57	\$ 12.88
<b>11</b>		\$ 12.92	\$ 13.11	\$ 13.44
<b>12</b>		\$ 13.30	\$ 13.50	\$ 13.83
<b>13</b>		\$ 13.68	\$ 13.89	\$ 14.23



<b>Building Maintenance</b>				
<b>Step</b>		2015-2016	2016-2017	2017-2018
<b>1</b>		\$ 12.14	\$ 12.32	\$ 12.63
<b>2</b>		\$ 12.31	\$ 12.50	\$ 12.81
<b>3</b>		\$ 12.51	\$ 12.70	\$ 13.02
<b>4</b>		\$ 12.70	\$ 12.89	\$ 13.21
<b>5</b>		\$ 12.88	\$ 13.07	\$ 13.40
<b>6</b>		\$ 13.07	\$ 13.27	\$ 13.60
<b>7</b>		\$ 13.26	\$ 13.45	\$ 13.79
<b>8</b>		\$ 13.45	\$ 13.65	\$ 13.99
<b>9</b>		\$ 13.65	\$ 13.86	\$ 14.20
<b>10</b>		\$ 13.81	\$ 14.02	\$ 14.37
<b>11</b>		\$ 14.22	\$ 14.43	\$ 14.79
<b>12</b>		\$ 14.66	\$ 14.88	\$ 15.25
<b>13</b>		\$ 15.09	\$ 15.32	\$ 15.70

<b>Bus Drivers</b>				
<b>Step</b>		2015-2016	2016-2017	2017-2018
<b>1</b>		\$ 20.24	\$ 20.54	\$ 21.06
<b>2</b>		\$ 20.46	\$ 20.77	\$ 21.29
<b>3</b>		\$ 20.73	\$ 21.04	\$ 21.56
<b>4</b>		\$ 20.97	\$ 21.28	\$ 21.82
<b>5</b>		\$ 21.22	\$ 21.54	\$ 22.08
<b>6</b>		\$ 21.48	\$ 21.80	\$ 22.34
<b>7</b>		\$ 21.73	\$ 22.06	\$ 22.61
<b>8</b>		\$ 21.97	\$ 22.30	\$ 22.86
<b>9</b>		\$ 22.24	\$ 22.57	\$ 23.14
<b>10</b>		\$ 22.47	\$ 22.81	\$ 23.38
<b>Extra Curricular</b>				
<b>Trips/Extra Duty</b>		2015-2016	2016-2017	2017-2018
		\$ 13.02	\$ 13.22	\$ 13.55
<b>Double Route</b>		\$ 20.30	\$ 20.60	\$ 21.12

<b>Bus Maintenance</b>				
<b>Step</b>		2015-2016	2016-2017	2017-2018
<b>1</b>		\$ 13.18	\$ 13.38	\$ 13.72
<b>2</b>		\$ 13.44	\$ 13.64	\$ 13.98
<b>3</b>		\$ 13.69	\$ 13.90	\$ 14.25
<b>4</b>		\$ 13.92	\$ 14.12	\$ 14.48
<b>5</b>		\$ 14.19	\$ 14.40	\$ 14.76
<b>6</b>		\$ 14.42	\$ 14.64	\$ 15.01
<b>7</b>		\$ 14.69	\$ 14.91	\$ 15.28
<b>8</b>		\$ 14.94	\$ 15.16	\$ 15.54
<b>9</b>		\$ 15.19	\$ 15.42	\$ 15.81
<b>10</b>		\$ 15.45	\$ 15.68	\$ 16.07
<b>11</b>		\$ 15.91	\$ 16.14	\$ 16.55
<b>12</b>		\$ 16.38	\$ 16.63	\$ 17.04
<b>13</b>		\$ 16.88	\$ 17.13	\$ 17.56

# Appendix C

Extra-Curricular Increment Schedules

Activity Stipends	Amount
Athletic Director - HS	\$2,525.00
Athletic Director - JH	\$2,525.00
HSB BKB Coach	\$3,440.00
HSB BKB Asst. Coach	\$1,606.00
HSG BKB Coach	\$3,440.00
HSG BKB Asst Coach	\$1,606.00
HS Baseball Coach	\$2,332.00
HS Baseball Asst Coach	\$1,070.00
HS Softball Coach	\$2,332.00
HS Softball Asst Coach	\$1,070.00
HS Volleyball Coach	\$2,204.00
HS Volleyball Asst Coach	\$1,018.00
Golf Coach	\$1,322.00
Golf Asst Coach	\$604.00
JHB BKB Coach	\$1,973.00
JHB BKB Asst Coach	\$827.00
JHG BKB Coach	\$1,973.00
JHG BKB Asst Coach	\$827.00
JH Baseball Coach	\$1,366.00
JH Baseball Asst Coach	\$642.00
JH Softball Coach	\$1,366.00
JH Softball Asst Coach	\$642.00
JH Volleyball Coach	\$1,312.00
JH Volleyball Asst Coach	\$607.00
Elem Boys Basketball	\$759.00
Elem Girls Basketball	\$759.00

HS Cheer Coach	\$1,088.00
HS Cheer Asst Coach	
JH Cheer Coach	\$759.00
HS Track Coach	\$1,463.00
HS Track Asst Coach	\$784.00
JH Track Coach	\$608.00
JH Track Asst Coach	\$304.00
<b>ACTIVITY DIRECTORS</b>	
HS Activity Director	\$2,500.00
JH Activity Director	\$2,500.00
<b>CLASS SPONSORS</b>	
7TH - 2021	\$420.00
7TH - 2021	\$420.00
8TH - 2020	\$420.00
8TH - 2020	\$420.00
9TH - 2019	\$590.00
9TH - 2019	\$590.00
10TH - 2018	\$460.00
10TH - 2018	\$460.00
11TH - 2017	\$650.00
11TH - 2017	\$650.00
12TH - 2016	\$665.00
12TH - 2016	\$665.00
<b>CLUB SPONSORS</b>	
HS Art Club	\$325.00
JH Art Club	\$225.00
JH Math Club	\$250.00
National Honor Society	\$325.00
HS Quiz Bowl	\$500.00
JH Quiz Bowl	\$400.00
HS Science Club	\$500.00
JH Science Club	\$250.00
Spanish Club	\$325.00

HS Student Council	\$500.00
JH Student Council	\$300.00
Yearbook	\$1,250.00
<b>MUSIC</b>	
Drama Coach	\$1,250.00
HS Choral Contest	\$325.00
JH Choral Contest	\$250.00
HS Musical	\$450.00
<b>OTHER</b>	
Dual Credit Classes	\$50 / student
Detention Supervisor	\$18 / hour
Gatekeeper	\$10 / game
Special Ed Coordinator	\$3,000.00

# Appendix D

Memorandum of Understanding



**MEMORANDUM OF UNDERSTANDING  
REGARDING JOB SHARING**

The Board of Education, Western Community Unit School District #12 (hereinafter referred to as the "Board"), and the Western Education Association / Illinois Education Association/National Education Association (hereinafter referred to as "WEA") do hereby agree to the following:

1. For the 2015-2016 school year, the Board will hire Michael Fray, Patrick Rafferty and Douglas Elledge to job-share the Junior High Physical Education position. Mr. Fray will teach 50 days; Mr. Rafferty will teach 86 days; and Mr. Elledge will teach 38 days. The salary for the position shall be \_\_\_\_\_ plus \$250 Stipend = \_\_\_\_\_ (\_\_\_\_\_/day over 174 days) (BA plus 15 on the salary schedule). Fray, Rafferty and Elledge will share the salary according to the number of days each works.
2. This does not constitute an elimination of a full-time position or creation of a new part-time position.
3. The Board and WEA agree that this is the complete understanding regarding this issue and that this Memorandum of Understanding is limited to the 2015-2016 school year.
4. This Memorandum of Understanding is not part of the contract between the Board and the WEA. For the purpose of bargaining any successor agreement, the status quo shall be regarded as if this Memorandum did not exist. This Memorandum of Understanding is effective for the 2015-2016 school year, and under any event shall expire as of June 30, 2016.
5. This position includes 12 sick/personal days. Mr. Fray receives 3; Mr. Rafferty receives 6; and Mr. Elledge receives 3.

Executed in duplicate originals by the following authorized representatives of the parties.

Board of Education, Western  
Community Unit School District #12

Western Education Association/  
Illinois Education Association/  
National Education Association

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
REGARDING DRIVERS EDUCATION**

The Board of Education, Western Community Unit School District #12 (hereinafter referred to as the "Board"), and the Western Education Association / Illinois Education Association/National Education Association (hereinafter referred to as "WEA") do hereby acknowledge and agree to the following:

1. Tim Bowman is a former teacher and currently a bus driver of the district.
2. Tim Bowman is a member of the WEA as a bus driver.
3. The parties agree Tim Bowman will fill the position of Driver's Education Teacher for the 2015-2016 school year.
4. The parties agree Tim Bowman will be compensated based on the following computation: i) Begin with the Certified Staff Pay Schedule for the 2015-2016 school year with the compensation for a first year Driver's Education Teacher, ii) move to 15 years' experience on the schedule, iii) divide by 8 to recognize the teaching load, and iv) the resulting number is the compensation amount for Tim Bowman.
5. The Board and WEA agree that this is the complete understanding regarding this issue and this Memorandum of Understanding is limited to the 2015-2016 school year.
6. This Memorandum of Understanding is not part of the contract between the Board and the WEA. For the purpose of bargaining any successor agreement, the status quo shall be regarded as if this Memorandum did not exist. This Memorandum of Understanding is effective for the 2015-2016 school year, and under any event shall expire as of June 30, 2016.

Executed in duplicate originals by the following authorized representatives of the parties.

Board of Education, Western  
Community Unit School District #12

Western Education Association/  
Illinois Education Association/  
National Education Association

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **MEMORANDUM OF UNDERSTANDING REGARDING SICK LEAVE BANK**

The Board of Education, Western Community Unit School District #12 (hereinafter referred to as the “Board”), and the Western Education Association / Illinois Education Association/National Education Association (hereinafter referred to as “WEA”) do hereby agree to the following:

### **5.1 Sick Leave**

#### **C. Sick Leave Donation Plan**

The School Board and Western Education Association/IEA/NEA hereby agree to the following sick leave donation plan. The plan’s purpose is to allow any District employee, including non-union employees, the ability to donate their sick days to another employee who has suffered a catastrophic event, serious illness or injury. It is not the purpose of this plan to provide additional days to staff who have exhausted their accumulated sick leave and are applying for additional sick days.

Days are donated to the Sick Leave Bank and not to individual recipients selected by the employee. Donated days are immediately deducted from the employee’s accumulated sick leave. They are housed in the bank until an approved Sick Leave is granted.

Donating Days: Any employee wishing to participate in the Sick Leave Donation Plan **must** complete and submit a donation form by September 1<sup>st</sup> (December 18<sup>th</sup> for the 2015-2016 school year).

During the 2015-2016 school year, the first year of the Sick Leave Donation Plan, employees wishing to participate will donate two (2) sick days to the Plan. Subsequent years will require a donation of one (1) day per year until the bank is maxed at two hundred and fifty (250) days. New employees to the district and new participants to the Plan after the 2015-2016 school year will be required to donate two (2) days during the first year of participation in the Bank and one (1) in each subsequent year until the Bank is maxed at two hundred fifty (250) days. Once the max is reached, participating employees will not be required to donate days; however new participants will donate two (2) days. This will continue until the Bank falls below two hundred and fifty (250) days, at which time employees wishing to continue to participate will be required to donate one (1) day per year until the max is reached again.

Requesting Days: Any employee desiring to use the Sick Leave Donation Plan should contact the Association President. The Association President and the Superintendent shall make arrangements to convene the Sick Leave Bank Committee to determine if the request qualifies for the sick leave bank donation plan.

The Sick Leave Bank Committee will be established to act as the governing body for the administration of the Sick Leave Donation Plan. The committee shall

consist of at least one (1) member of the bargaining unit and at least one (1) person named by the Superintendent.

The following are minimal criteria for use of the sick leave days:

5. Must have a catastrophic event, serious illness, or injury to self, spouse, or dependent children
6. Must have a doctor's statement
7. The employee is required to exhaust all his/her available leave and vacation prior to using sick days from the sick leave donation plan
8. Must give the Sick Leave Donation Committee a written request for the estimated number of days required

Beginning with the third consecutive day of absence, an employee may be eligible to use the Plan. If the employee is eligible, the Plan coverage shall be retroactive to include the first day of absence for coverage. The consecutive day rule does not apply to dialysis, cancer treatment, and other intermittent absences due to life threatening occurrences.

An employee is only eligible for the number of days donated, not to exceed forty-five (45) days in one school year and a maximum of one hundred eighty (180) days during his/her employment with the District. The maximum number of days that can be allocated in a one-year period to all employees of the District is two hundred fifty (250) days, or the available number of days in the bank. An employee must notify the Association President and Superintendent at least five (5) working days before returning to work.

Executed in duplicate originals by the following authorized representatives of the parties.

Board of Education, Western  
Community Unit School District #12

Western Education Association/  
Illinois Education Association/  
National Education Association

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_