

2014-2016

BARGAINING AGREEMENT

WOODLAND EDUCATION ASSOCIATION

and

WOODLAND SCHOOL DISTRICT NO. 5

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ARTICLE I: RECOGNITION

This Article is Applicable to All Bargaining Unit Teachers and Educational Support Personnel

1.1 BOARD RECOGNITION OF WEA

The Board of Education of Woodland Community Unit District No. 5, Livingston County, hereinafter referred to as the "Board", recognizes the Woodland Education Association, IEA-NEA, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent for all regularly employed full and part-time licensed professional educator and educational support personnel employees, hereinafter referred to as "Employees," except for the Superintendent's secretary, district bookkeeper, and managerial, supervisory, and confidential employees.

1.2 DEFINITION OF TEACHER

The term "Teacher" means an Employee whose position requires a professional educator's license issued by the State Board of Education.

1.3 DEFINITION OF ESP/EDUCATIONAL SUPPORT PERSONNEL

The term “Educational Support Personnel,” or “ESP,” includes all non-certificated Employees including those who may have, but are not required to have, a professional educator license by job description or actual duties. Teacher aide categories include:

Instructional Paraprofessional – Level 1: Holds an educator license with stipulations endorsed as a paraprofessional educator and has completed 60 semester hours or more of college training.

Instructional Paraprofessional – Level 2: Holds an educator license with stipulations endorsed as a paraprofessional educator and has completed an approved instructional paraprofessional program and recognized as having achieved the status of “highly qualified” under applicable law and holds a position requiring that the Employee be “highly qualified.”

ARTICLE II: NEGOTIATIONS PROCEDURE

This Article is Applicable to All Bargaining Unit Teachers and Educational Support Personnel

2.1 BARGAINING FOR A SUCCESSOR AGREEMENT

The parties shall commence bargaining for a successor Agreement on a mutually agreed upon date, but not earlier than March 15.

2.2 PROCEDURE IF EITHER PARTY REQUESTS MEDIATION

Should either party request mediation the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS). If for some reason FMCS is not available the parties shall follow applicable law for selection of a mediator and payment of mediation services.

2.3 RETROACTIVE PAY

In the event the school year begins without a ratified contract, the Board of Education shall, upon eventual contract ratification, issue retroactive pay increases due Employees (if any) in a check separate from regular paychecks. Said check, if required, shall be issued on or before the 20th day of the month following the month in which the contract was ratified by both parties or on a later date as agreed by the parties. If the Employee has elected direct deposit, the Employee will receive either a paper or electronic statement showing such retroactive pay.

ARTICLE III: NO STRIKE PROVISION

This Article is Applicable to All Bargaining Unit Teachers and Educational Support Personnel

3.1 NO STRIKE DURING TERM OF AGREEMENT

During the term of this Agreement, Employees shall not participate in a strike in whole or in part.

3.2 DEFINITION OF STRIKE

Strike means an Employee’s refusal in concerted action with others, to report for duty, or his or her willful absence from his or her position, or his or her stoppage of work, or his or her absence in whole or in part from full, faithful, or proper performance of his or her duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of public employment.

3.3 LOCK-OUT

The Board agrees that it will not lock out any Employee during the term of this Agreement.

ARTICLE IV: EMPLOYEE AND ASSOCIATION RIGHTS

This Article is Applicable to All Bargaining Unit Teachers and Educational Support Personnel

4.1 RIGHT OF REPRESENTATION

When an Employee is required to appear in person before the Board or an administrator concerning any matter that could result in discipline or loss of earnings, the Employee shall be entitled to have an Association member of the Employee's choice present. Further, when an Employee is required to appear in person before the Board, the Employee shall be given at least two (2) days prior written notice of the reasons for such a meeting. Employees are expected to be truthful to the Administration and Board in answering questions about their activities and actions as employees of Woodland. This provision is not applicable to evaluation. However, the Association may have a representative present for evaluation conferences between the evaluator and Employee upon the written agreement of the Employee and the evaluator. The representative may advise the Employee state objections to the conference procedures and otherwise observe the conference.

4.1.1 The Superintendent and/or his/her designee shall be present if allowed by the Governmental agency when any Employee is interviewed by representatives of governmental agencies in regard to school matters at school. No Employee shall be required to participate in such interviews until the Superintendent and/or his/her designee is present at the interview if allowed by the Governmental agency.

4.2 PERSONNEL FILE

There shall be only one personnel file for each Employee. However, Employee files may be kept in a variety of computer or electronic records, for example, payroll, sick leave, personal leave, vacation accrual, tax withholding, social security, and Medicare. Employee grievance records shall be separately maintained. Records concerning disability or other physical or mental health condition of the Employee shall be maintained separately in locked files so as to enhance the security of that private and personal information. Each Employee and/or his/her designated representative shall have the right upon notice and during regular school office hours, to review the contents of said Employee's personnel file and to place therein written reactions to any of its contents. An administrator, or his/her designee, must be present and the originals must remain in the Main Office area.

4.3 RIGHT TO ORGANIZE

The Board, Administration, and the Association shall not discriminate against any Employee with respect to hours, wages, terms, and conditions of employment for reasons of membership or non-membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this Agreement.

4.4 DUES DEDUCTION

The District shall deduct from each Employee's pay the current dues of the Association, provided that the District has an Employee-executed authorization for dues deduction, the amount of which shall be annually certified by the Association. The Employee may revoke it upon written request to the District, reasonably in advance of payroll preparation. Upon receipt of any revocation, the District shall notify

the Association in writing of same. All dues deducted by the District shall be remitted to the Association within ten (10) working days.

4.5 FAIR SHARE

- 4.5.1** Each Employee, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
- 4.5.2** In the event that the Employee does not pay his/her fair share fee directly to the Association by September 10th of the current school year, the Board shall deduct the fair share fee from the wages of the Employee.
- 4.5.3** Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- 4.5.4** In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- (a) The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
 - (b) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- 4.5.5** The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
- 4.5.6** The obligation to pay a fair share fee will not apply to any Employee who objects on the basis of a *bona fide* religious tenet or teaching of a church or religious body of which such Employee is a member, or on the basis of a religious belief sincerely held with the strength of traditional views. 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.
- 4.5.7** Notwithstanding the foregoing, no Employee who was not a member of the Association as of January 16, 1992, shall be required to pay a fair share fee unless such Employee subsequently becomes a member.
- 4.5.8** Under no circumstances shall the Board be required to deduct or pay sums in excess of earnings or unpaid fees in arrears when it has complied with the provisions hereof. Fair share fees shall be deducted in substantially equal installments following certification by the Association of the amount thereof, from the earnings of the Employee for the balance of the school year.

4.5.9 The Association will comply with the rules and regulations of the Illinois Educational Labor Relations Board in respect to establishment, posting, notice and collection of the fair share fee.

4.6 RIGHT TO INFORMATION

The Administration prepares written information to Board members prior to Board meetings. To the extent this information is public, it will be posted on the District's web-site at least 48 hours in advance of the meeting.

4.7 MEETINGS, NOTICES, AND GENERAL INFORMATION

The Association may utilize school facilities and specified equipment when approved by the appropriate administrator and in accordance with the following terms:

4.7.1 The Association may utilize the following equipment when approved by the appropriate administrator: school mail boxes, photocopying machines, computers, printers, telephones (non-toll calls only), and bulletin boards in the Teachers' work rooms. The Association shall provide paper for photocopying equipment and computer printers, and/or may pay the District the established per copy charge for all copies, whether produced by photocopiers or printers.

4.7.2 The Association shall have the right upon approval of the Building Principal or Unit Superintendent, to use the school building for meetings at a time when school is not in session provided that such meetings do not interfere with instructional and/or extra-curricular programs or other previously scheduled events. All meeting areas shall be approved by the Superintendent. Whenever special custodial services are required, the Board may make a reasonable charge for the service.

4.8 ADMINISTRATION – ASSOCIATION MEETINGS

The Superintendent, and at the option of the Superintendent, the principal, will meet with two (2) Association representatives in September, October, November, February, March and April. Exact time and dates for each meeting will be mutually agreed upon. Each side will inform the other in writing at least five (5) school days in advance of the topic(s) it wishes to discuss. The Superintendent will prepare an agenda of the noticed items, and other items will not be discussed at the meeting, except by mutual consent. The purpose of such meetings will be informational or to resolve issues that do not require modification of the collective bargaining agreement. Nothing in this paragraph limits the rights of the Association and Administration to resolve other issues through informal meetings.

4.9 TRANSFER PROCEDURES

4.9.1 A vacancy exists when a position is open and the Board determines the position needs to be filled.

4.9.2 The Superintendent or his/her designee shall post on the District's internal e-mail and on the District website a list of all known vacancies as they occur. The posting shall be for at least ten (10) business days

In the event an opening occurs within either three (3) weeks prior to or three (3) weeks after the start of school, the posting requirement shall be reduced to three (3) business days.

Business days shall mean days the administrative office is open. During the summer, the days and hours that the administrative office is open shall be listed on the notice.

This shall not prevent the temporary filling of vacancies until the Board approves a candidate to fill the position. The Board will consider the Superintendent's recommendation to fill vacancies made at least five (5) days prior to the Board meeting, at the next regular Board meeting and may consider filling a vacancy made fewer than five days before the next regular board meeting.

ARTICLE V: EMPLOYMENT CONDITIONS

This Article is Applicable to All Bargaining Unit Teachers and Educational Support Personnel

5.1 SCHOOL CALENDAR

The Superintendent will develop a tentative calendar and will work with a committee appointed by the Association and will consider the committee's comment, input and ideas, as well as the interest of students, the public, coordination with other educational entities and joint agreements. The Superintendent will endeavor to develop a calendar acceptable to the committee. The Superintendent will recommend a calendar to the Board. The Board does retain the authority to adopt and amend the school calendar each year.

The Association's committee will have authority to speak for the Association and its membership shall not be altered during the school year.

5.2 UNSAFE OR HAZARDOUS WORKING CONDITIONS

Employees shall not be required to perform job related duties in the presence of unsafe or hazardous conditions. Unsafe or hazardous conditions do not include circumstances where an Employee has a health condition caused by, related to, or reactive to the elements of environment, circumstances or materials, if normal job expectations require exposure to such elements, and those elements are not normally considered injurious to human health. The Board may make a reasonable accommodation to persons with disabilities, and such accommodations shall not be deemed in violation of this agreement.

5.3 HEPATITIS B VACCINE

The employer will provide Hepatitis B vaccine at no cost or loss of pay to all Employees who so request. Additionally, the Employer will provide protective clothing such as latex gloves.

5.4 BOMB THREAT-PROCEDURE

No Employee shall be required to search for bombs. Employees are required to report suspicious activities or objects to administration and/or law enforcement authorities.

5.5 PAY FOR EMERGENCY DAYS

No Employee shall suffer a loss of pay due to closure of a building due to emergency. Custodians shall report for work if and when possible on emergency closure days. For student school year Employees, the day will be made up at a later time. Salaried Employees shall receive no additional compensation for the make-up day. Hourly Employees will be paid the compensation when the make-up day occurs.

5.6 MEDICATIONS

No Employee, except a properly qualified medical services Employee, shall be required to administer medication to students. This shall not prohibit Employees from volunteering to accept a position that

involves providing medications to students. This shall not prohibit Employees from providing emergency assistance to students or from monitoring student self-administration, and/or maintaining records of student self-administration of medication. Employees shall be required to implement IEPs, 504 plans, and medical emergency plans in respect to student health required by law.

5.7 TRAINING & WORKSHOPS

5.7.1 Required by Administration or Board: The Board will pay registration fees and travel expenses, if any, for any training or workshops required by the Administration or Board.

5.7.2 Requested by Faculty or Staff: The Board will pay registration fees and travel expenses-for trainings and workshops approved in advance by the superintendent, if any, to off campus sites.

5.8 ASSAULT

An Employee shall promptly report to his/her building principal, or other person designated by the Superintendent, any case of physical and/or verbal assault on any Employee performing his/her assigned duties. If the States Attorney decides to prosecute said person, the Employee shall be released from assigned duties while testifying, without loss of salary or benefits.

5.9 OUTSIDE EMPLOYMENT

Any Employee seeking part-time and/or extra-curricular employment with another school district must inform the Superintendent of such intent, and must receive a waiver of release. The Superintendent may deny release for outside employment with another employer if it is determined that such employment will conflict with the Employee's assigned duties at Woodland Community Unit School District No. 5.

ARTICLE VI: COMPENSATION AND FRINGE BENEFITS

This Article is Applicable to All Bargaining Unit Teachers and Educational Support Personnel

6.1 CREDIT UNION

The Board agrees to make payroll deductions and automatic deposits for Employees who wish to direct monies to the IEA Credit Union or any other local credit union of the Employee's choice.

6.2 PAY DAYS - SCHOOL NOT IN SESSION

If a regular pay date falls on a school holiday when school is not in session during the school term, Employees shall be paid on the last District Office business day prior thereto.

6.3 PAYROLL INSTALLMENTS

Monthly pay dates shall be the 6th and 20th. All nine-month salaried Employees may elect to be paid in eighteen (18) or twenty-four (24) equal installments. Salaried Employees who work an extended year shall be paid in equal installments over their respective work year (for example, a 10-month Employee will be paid twice per month over ten (10) months) or those Employees may also elect to be paid in twenty-four (24) installments. Those electing to be paid over twenty-four (24) installments must sign an irrevocable form prior to the start of the school year, as required by Internal Revenue Code 409A

Hourly paid Employees shall be paid on the 6th and 20th according to actual hours worked during the payroll period. This Employee must sign a 409A agreement in advance of each such ESP's work year, agreeing to have her pay so deferred. The Employee must also agree each paycheck to the deferral to

comply with the Illinois Wage Payment and Collection Act. Adjustments to wages because of overtime, fewer hours than expected and other adjustments will be made in the paycheck for that period.

6.3.1 Unless the employee specifies otherwise, the District will provide direct deposit of Employee earned compensation to a bank of the Employee's choice, provided the bank has the capability of receiving and accepting direct deposits made by the district.

6.4 403(b) PLAN (TAX SHELTERED ANNUITY)

The Board agrees to allow Employees to participate in a 403(b) (commonly called "tax-sheltered annuity") program in accordance with applicable law. Employee contributions shall be made by payroll deduction, utilizing district-provided procedures and forms. The Board's written plans may limit Employee contributions to those service providers or fund sponsors which calculate for the Employee and district maximum annual contribution calculations, and agree to abide by all applicable law.

6.5 COMPENSATION FOR EXTRA-CURRICULAR POSITIONS

The Board of Education shall have the right to create and fill extra duty positions, including the assignment and/or reassignment of employees, as determined by the Board to be in the best interests of the District. The Board is not obligated to fill positions listed in Appendix C.

Compensation for extra-curricular positions listed in Appendix C shall be prorated over the entire school year and included with the regular salary payments. If payment is issued for services that are not performed or not completed, the Employee shall reimburse the District upon demand, or in the alternative, the Board may deduct the specified amount from the Employee's compensation.

6.5.1 Nothing requires that extracurricular positions be filled with Employees if a non-bargaining unit candidate has superior capability as determined by the administration. Once an extra-curricular position is filled with a qualified person from outside the bargaining unit, that position is no longer considered vacant until the non-bargaining unit member resigns the position or is released by the Board of Education from the position. Extra-curricular positions held by Employees or non-bargaining unit persons will not be released annually for the sole purpose of opening the position for an Employee.

EXAMPLE:

The Board of Education institutes the extracurricular activity of tennis. No experienced tennis coach is employed by the District. However, a qualified and experienced tennis coach is employed by a neighboring school district. The Board of Education may hire the non-bargaining unit member, rather than hiring an Employee for this position, even if an Employee applies.

Extra duty compensation applies only to members of the bargaining unit. In the event that compensation is offered to a non-bargaining unit member, the extra duty stipend shall not exceed the scheduled amount listed in Appendix C.

6.5.2 Only in-district experience will count towards placement on Appendix C. When moving between like classifications (for example, JH basketball to HS basketball, or JH Scholastic Bowl to HS Scholastic Bowl, or vice-versa, etc.) prior in-district service shall be credited.

6.6 LOSS OF DUTY FREE LUNCH

Any Employee who forfeits up to five (5) minutes of a duty-free lunch period due to required attendance at any meeting conducted as a result of an administrative directive shall be compensated at the rate of \$7.50. Any Employee who forfeits more than five (5) minutes of a duty-free lunch period due to required attendance at any meeting conducted as a result of an administrative directive shall be compensated at the rate of \$15.00.

6.7 SUMMARY OF ANTICIPATED EARNINGS

By October 1st, the administration will provide each Employee with a summary sheet of estimated earnings and deductions for the current school or fiscal year. The sheet will include the following information:

- Employee's estimated salary and/or wages
- Extra-curricular duties and pay
- TRS/THIS/IMRF deductions and payments
- Tax sheltered annuity 403(b) dedications
- NEA-IEA dues deductions
- Accumulated sick days
- Step and lane placement on the applicable salary schedule.

New Employees will be provided a summary sheet of estimated earnings and deductions no later than the date of his/her first paycheck.

All summary sheets of anticipated earnings shall be based on assignments and wages anticipated for the ensuing year, as of the start of the student school year. Earnings may change during the course of the school or fiscal year for a variety of reasons, such as changes in category of position, number of days worked, overtime pay (for Educational Support Personnel) and whether or not the Employee performs extra duties.

ARTICLE VII: GRIEVANCE PROCEDURE

This Article is Applicable to All Bargaining Unit Teachers and Educational Support Personnel

7.1 DEFINITION

Any claim by an Employee or the Association that there has been a violation of this Agreement shall be a grievance. All grievances must be filed within fifteen (15) working days of the knowledge of a grievable action. All time limits consist of District Office Business days, except where noted or when a grievance is submitted fewer than fifteen (15) days before the close of the current school year. Then the time limits shall double and consist of all calendar days.

7.2 PROCEDURES

It is usually most desirable for an Employee and the Employee's immediate supervisor to resolve problems through informal and free communications. If, however, the informal process fails to satisfy the Employee or the Association, a grievance may be processed as follows:

- 7.2.1** Step 1: The Employee or the Association may present the grievance in writing to the immediate supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. Within ten (10) days of the meeting, the grievant and the Association shall be

provided with the supervisor's written response.

7.2.2 Step 2: If the Employee or the Association is not satisfied with the Step 1 response, the Employee or Association may present the grievance within ten (10) days to the Superintendent who will follow the same provisions found in Step 1.

7.2.3 Step 3: If the Association is not satisfied with the disposition of the grievance at Step 2, or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to final and binding arbitration with the Federal Mediation and Conciliation Service (FMCS). If a demand for Arbitration is not filed within thirty (30) days of the date for the Step 2 answer, then the grievance shall be deemed withdrawn.

7.2.4.1 Neither the Board of Education nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which has not previously been disclosed to the other party.

7.2.4.2 The arbitrator, in his opinion, shall be limited to deciding only the issues presented to him in writing by the School District and the Association, and his decision must be based upon his interpretation of the meaning or application of the express relevant language of the Agreement.

7.3 ASSOCIATION PARTICIPATION

The Board acknowledges the right of the Employee to have a local Association representative present, if requested in writing, at all meetings during any step of the grievance. No Employee will be required to discuss a grievance in the absence of an Association representative, if said representative's attendance had been previously requested. The Administration may also have a representative present during any step in the grievance procedure.

7.4 TIME LIMITS

Failure of any Employee or Association to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits shall be extended by mutual consent in writing.

7.5 CLASS GRIEVANCE

Class grievances involving more than one (1) Employee may be initially filed by the Association at Step 2.

7.6 INVESTIGATION, HANDLING, OR PROCESSING

Any investigation, handling, or processing of any grievance by the grievant shall be conducted so that instructional programs and related work activities of the grievant or staff are not interrupted.

7.7 RECORDS

All records related to a grievance shall be filed separately from the personnel file of the Employees.

7.8 COSTS

Costs for the arbitrator shall be shared equally by the parties. Each party shall bear the full cost of its representation. If either party requests a transcript of the proceedings, that party shall bear full costs for

that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Association.

7.9 NO REPRISALS

No reprisals shall be taken by the Board or the Administration against an Employee because of his/her participation in a grievance.

7.10 GRIEVANCE WITHDRAWAL

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

7.11 EXPIRATION OF THE CONTRACT

Any grievance arising during the term of this agreement may be processed through the grievance procedure until resolution, despite expiration of the agreement.

ARTICLE VIII: LEAVES

This Article is Applicable only to Licensed Professional Educator Employees if indicated by “Teachers” and Educational Support Personnel when Indicated by “ESP”

8.1 SICK LEAVE

Teachers shall be entitled to fifteen (15) days of sick leave per year. The District shall utilize a system of tracking Employees’ use of sick and personal days in one quarter (1/4) day increments. This will also apply to the tracking of leaves in Articles 14.7 and 14.9. ESP Employees shall be entitled to sick leave days per annum in accordance with Table 9.17 in Article IX of this agreement. Unused sick leave shall accumulate to a maximum of 340 days.

8.1.1 Sick leave shall be interpreted to mean personal illness, or illness or death in the immediate family or household.

8.1.2 For the purpose of sick leave, “immediate family” shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. At the discretion of the administration, the definition of “immediate family” could be broadened on a case by case basis.

8.1.3 After an absence of three (3) consecutive days for personal illness, the Employee may be required to furnish a physician’s certificate of treatment.

8.1.4 Excessive absenteeism, or a recurring pattern of absenteeism, shall be reviewed by the Superintendent. The Superintendent at any time may request a physician’s statement from an Employee suspected of abusing sick leave. This is not a limitation of the Board’s rights under School Code Section 24-5.

8.1.5 If all personal days have been used, absences for funerals other than those included in the sick leave provision may be taken for up to three (3) days per year. These days for funerals, if not used, cannot be banked from year to year.

8.2 FAMILY MEDICAL LEAVE ACT

No rights of any Employee or the employer under the Federal Family Medical Leave Act are limited or changed by any provision in this agreement.

8.3 UNPAID LEAVES

Leave of absence without pay may be granted to non-probationary Employees who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District as determined by the Board. Prior to, or at the conclusion of any disability leave of absence, the Employee may be required to provide a physician's statement indicating fitness to continue or resume employment in the District. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one (1) year may be granted to non-probationary Employees according to the following conditions:

8.3.1 Written requests for leaves of absence without pay should be made at least ninety (90) days before the leave is desired, subject to approval of the Board.

8.3.2 Dates of departure and return must be acceptable to the administration.

8.3.3 The Employees shall inform the Superintendent with written notice of his/her intent to return to a similar position not later than February 1 for leaves of one year, or for leaves of 90 days or more, but less than one year, 60 days before the end of the leave. If the Employee fails to inform the Superintendent with this required written notice, the Employee waives his/her right to future employment in the District.

8.4.3 Employees who are granted childcare leave shall retain all tenure rights (if applicable) and continuous service upon return. Continuous service for non-tenured teachers shall be calculated as provided by Section 24-11 of the School Code.

8.4 CHILD CARE LEAVE

Employees who wish to apply for childcare leave of absence without pay shall make written application for the leave with the Superintendent no later than sixty (60) days prior to the date that the leave is to commence. The leave of absence shall be for a fixed period, mutually agreed upon by the Employee and the Superintendent, but not to exceed one (1) calendar year in duration. Final disposition of the Employee's request shall be determined by the Board of Education.

8.4.1 Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions shall be considered as any other medical disability and the Employee may use sick leave days to the extent that she has them.

8.4.2 Sick leave benefits in relation to childcare leave shall be subject to the following:

8.4.2.1 No Leave Requested by the Employee: An Employee who has not applied for a child care leave may continue to use sick leave benefits for maternity-based or other disability to the extent that sick leave is available. When an Employee exhausts available sick leave, the Employee thereafter shall be docked one (1) day's pay for each day of absence.

8.4.2.2 The Relationship of Sick Leave Benefits to Childcare Leave: If an Employee has applied for and has been granted childcare leave to commence at some future date, but becomes disabled or ill prior to the commencement of the childcare leave, the Employee shall have

the option to either (1) Withdraw the childcare leave request in order to use sick leave; or (2) Elect to immediately commence childcare leave (the ending dates to remain as agreed upon) thereby foregoing the use of sick leave benefits for the duration of the leave.

8.4.2.3 Childcare Leave as Scheduled: If an Employee begins childcare leave, sick leave benefits shall be unavailable during the childcare leave of absence without pay. Sick leave shall again be available when the Employee returns to active employment.

8.4.3 Employees who are granted childcare leave shall retain all tenure rights (if applicable) and seniority upon return.

8.4.4 Where an Employee opts for 8.4.2.2 above, the Board may, upon request and mutual agreement, alter the previously agreed upon date for return from leave.

8.4.5 Where an Employee opts for child care leave, the Board may, upon request and mutual agreement, alter the previously agreed upon date for return from leave.

8.5 JURY SERVICE AND OTHER RELATED APPEARANCES

Any Employee called for jury duty or who is subpoenaed to testify during working hours in any judicial or administrative matter shall be paid his/her full compensation for such time without loss of leaves, seniority, or loss of any other benefits. The Employee shall remit to the employer any witness fee, but shall not be required to remit payment for expenses such as travel and meals. This shall not apply to any proceeding in which an Employee or the Association seeks legal relief against the employer or its administration.

8.6 ASSOCIATION LEAVE

Members of the Association will be granted five (5) days of Association leave, with pay, to use for Association business, including, but not limited to, attending meetings, conventions, and trainings. The Association President will notify the District of the Employee(s) and date(s) of this leave at least three (3) days prior to the commencement of the leave. The Association will pay the substitute(s), if applicable.

ARTICLE IX: APPLICABLE TO EDUCATIONAL SUPPORT PERSONNEL

This Article is Applicable only to Educational Support Personnel

9.1 ESP PROVISIONS

The provisions which appear in Articles IX through XI are applicable only to educational support personnel, hereafter referred to as ESP.

9.2 SUBSTITUTE ESP

ESP who are employed as substitutes shall be deemed outside the bargaining unit. After forty-five (45) consecutive work days in the same position, a substitute ESP shall be entitled to established pay and other benefits.

9.3 SCHOOL YEAR ESP

A school year ESP is an ESP in a position employed to work one hundred eighty one (181) days or fewer, and whose employment follows the school calendar rather than a fiscal or twelve month calendar.

9.4 JUST CAUSE SUSPENSION AND DISMISSAL

Rules and regulations governing ESP conduct shall be reasonable. Discipline shall be imposed by the Board of Education or Administration in a fashion which does not violate this agreement. Discipline shall include oral warning, written warning, suspension without pay, and termination. No non-probationary ESP shall be suspended without pay or terminated without just cause. The Board has a right to discipline and terminate the employment of probationary ESP without showing of just cause when, in the opinion of the Board, it is in the best interest of the Board to do so. This provision does not affect the right of the Board of Education to assign or reassign ESP, to make changes in the assignments of the ESP, to renew the employment of probationary ESP, or to terminate the employment of non-probationary ESP for cause. The provisions of the School Code are not incorporated by reference into this contract.

9.4.1 The Board of Education may place ESP on paid administrative leave pending investigations of alleged ESP wrongdoing. Paid administrative leave is not deemed disciplinary.

9.4.2 Removal of extra-curricular assignments or reassignments will not be considered disciplinary.

9.5 PROGRESSIVE DISCIPLINE

9.5.1 It shall be the responsibility of the Building Principal or immediate supervisor to bring to the attention of the ESP deficiencies in the ESP work program or performance of assigned work, and, when the matter is an oral or written reprimand, to make a record of the same in writing. One copy of said record is to be provided to the ESP with another copy of said record to be included in the ESP personnel file.

9.5.2 Disciplinary action for post probationary ESP will be progressive and, except for gross misconduct or insubordination, in accordance to the following schedule.

1. Verbal Warning
2. Written Warning
3. Suspension without pay
4. Discharge

9.6 TERMINATION OF EMPLOYMENT - VACATION DAYS

At the termination of employment for any reason of any ESP entitled to vacation benefits, the ESP shall receive vacation pay for all earned but unused vacation days.

9.7 COMPLAINTS REGARDING AN ESP

Any complaint deemed by the building principal or other administration sufficient to justify investigation or discipline shall be brought to the attention of the ESP involved. This provision shall not apply to investigations of alleged criminal conduct, or if a full investigation would be impaired by informing the ESP of the allegations. The administration, may, if it deems appropriate, schedule a conference to attempt to resolve the issue involved in the complaint. The ESP may at his/her option have Association representation at any conference held at which the ESP, principal or supervisor, and complaining party are present. If the person who complains declines to attend the meeting, this will not limit the Employer's right to discipline.

9.8 ASSISTANCE FOR CONTROL AND DISCIPLINE OF STUDENTS

All ESP shall bring matters of student misconduct to the attention of the Principal or Dean of Students. The Administration shall support proper action by any ESP regarding student discipline including ESP who have been assigned the duty to maintain student discipline in the absence of certificated employees.

9.9 WORKDAY

Workdays shall be as set out below:

- 9.9.1** Instructional Paraprofessionals – Levels 1 and 2: The workday shall consist of no more than eight (8) work hours and, a thirty (30) minute duty free non-paid lunch period. Attendance shall be required on all student attendance days and any other days that may be directed by the Superintendent. If Instructional Paraprofessionals – Level 1 and 2 are required to perform work-related duties during his/her lunch period, which results in forfeiture of his/her duty free lunch, the aide shall receive additional compensation at their hourly rate. With the exception of extenuating circumstances, the administration will endeavor to find qualified substitutes before reassigning instructional and paraprofessional aides.
- 9.9.2** Custodians and Maintenance: The workday shall be a shift of no more than eight and one-half (8½) hours in length and shall include a thirty (30) minute duty-free non-paid lunch period. For P.M. custodians, their shift of eight (8) hours shall include a thirty (30) minute duty-free, paid lunch break. The administration may designate whether custodial work hours may be split on days prior to student non-attendance days. This will allow the custodian to leave early prior to the non-student attendance day and complete the work the following day as long as this does not conflict with building use. The division of hours and days will be determined by the administration. Split shift hours shall not constitute overtime.
- 9.9.3** Cafeteria Workers: The workday for cooks shall be no more than eight (8) hours and shall include a thirty (30) minute paid lunch period taken as directed by the food service manager. Part-time cafeteria workers shall have work schedules as assigned by the administration. The administration shall not assign cafeteria workers to extra hours unless the administration has first sought volunteers. No cafeteria workers will be assigned to extra hours unless no volunteer suitable to the administration is available.
- 9.9.4** Secretaries: The workday shall be no more than eight and one-half (8½) work hours which shall include a thirty (30) minute paid lunch period on student attendance days, but only if the Employee remains on school premises and is performing work related duties. Except in extraordinary circumstances, the principal, dean of students or student discipline monitor will monitor students who are attending school, but not in the classroom due to discipline. Secretaries will be called upon to monitor such students' behavior in the absence of the principal, dean of students, or student discipline monitor only in such circumstances that none of those individuals are able to monitor the students. The administration will endeavor to keep such circumstances to a reasonable minimum.
- 9.9.5** ESP who are scheduled to work six (6) consecutive hours or more per day shall be entitled to two (2) fifteen (15) minute breaks; one (1) in the morning and one (1) in the afternoon. ESP who are scheduled to work four (4) consecutive hours, but less than six (6), shall be entitled to one (1) fifteen (15) minute break. Breaks will be scheduled with the approval of the Employee's immediate supervisor and may be modified as building conditions or events occur.

- 9.9.6** Playground/Noontime Supervisors, Bus Monitors, In School Suspension Supervisor: The work schedule shall be assigned by Administration.
- 9.9.7** Study Hall Supervisor: The study hall monitor will be additionally compensated above their regular hourly rate if they agree to forfeit their free period according to the duties assumed during the free period. Any period that the study hall monitor's class load exceeds twenty-five (25) students because of added students to the assigned study hall, the monitor shall be paid an additional \$12.50 for that period. The total class size shall not exceed thirty-five (35) students.
- 9.9.8** ESP Substitution: If an ESP is qualified as a substitute teacher, the ESP may be assigned to internally substitute for a teacher and be paid the ESP's applicable rate, or the substitute teacher rate, whichever is more.

9.10 SUNDAY AND HOLIDAY PAY

ESP will be assigned to work Sundays and holidays only in emergencies. If an ESP does work on a paid holiday, he or she will be paid for the hours worked at one and one-half (1.5) times his/her regular rate in addition to the paid holiday.

EXAMPLE:

AB is an ESP regularly scheduled to work every Monday through Friday, 8 hours per day, for 12 months, at a rate of \$10.00 per hour. On Tuesday, July 4th, a paid holiday for AB, an emergency occurs, and the employer requires AB to work 8 hours. AB shall be paid 1.5 x (8 hours x \$10/hour = \$120) in addition to the \$80.00 straight-time pay for the holiday for a total of \$200.

This paragraph shall not apply to building checks.

9.11 OVERTIME PAY

- 9.11.1** Overtime at the rate of time and one-half (1½) shall be paid for all hours of work in excess of forty (40) per week. All other work, including that before or after the regularly scheduled hours shall be paid at the regular rate specified in this contract. All work over and above forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the normal rate of pay with the exception that cafeteria workers shall be paid at the rate of one and one-half (1½) times for district paid banquets and special events for work hours that are in excess of the normal work day, regardless of the 40 hour limitation. In addition, the following days will apply toward the computation of overtime: holiday(s), sick day(s), and in-service day(s), and jury duty. All work before or after regularly scheduled hours up to forty (40) shall be paid at the rates specified in this contract. The Administration shall first assign overtime to qualified volunteers to the extent they are available. ESP may add or delete their names from a list of volunteers for overtime, in advance, monthly at the Superintendent's office. The Administration may adopt procedures and forms for this purpose. If there are no volunteers, the administration may assign workers among those qualified.
- 9.11.2** Relief Time and Overtime: Bargaining unit members working overtime will be entitled to an additional fifteen (15) minute break for every two (2) hours worked which are consecutive to the ESP's regular workday. Overtime which is not consecutive to the normal workday shall entitle ESP to an additional fifteen (15) minute break for each four (4) hours' overtime.
- 9.11.3** Overtime Procedures: No overtime shall be allowed or incurred without prior documented approval of the superintendent, except in emergencies. "Documented" includes e-mail and text

message as well as paper approval. Employees who incur overtime without said documented approval may be disciplined. The Administration shall endeavor to offer overtime equally among ESP over the course of the school year (school year ESP) or calendar year (twelve month ESP). Overtime opportunities will generally be rotated among ESP who perform work of that type in that building. However, this provision shall not require the Administration to assign overtime to another ESP when work had already been commenced by a particular ESP. Nor does this provision require the Administration to assign work which would be overtime to one ESP but not overtime to another ESP who regularly performs work of that type. The Administration shall track overtime offered to ESP for the purpose of demonstrating compliance with this provision.

9.11.4 Call Back Work: All call back work shall be paid at a minimum of one (1.0) hour. ESP called back to work after their regular shift shall additionally be paid one-half (1/2) hour for travel. This shall also apply to building and boiler checks performed when school is not in session, and outside the normal work shift.

9.11.5 Fill in for Food Service Manager: When a cook takes on the duties of the Food Service Manager they will receive their regular hourly rate of pay for the hours work on that day plus twenty (\$20) dollars. On these days, the hour limits defined in ESP workdays (Section 9.9.3) will not be applied.

9.11.6 ESP Work before School Cancelled: If school is cancelled for the day after the reporting time that day for an ESP, the ESP shall be paid for time between reporting time and the time school is canceled, or one hour, whichever is greater.

9.12 JOB DESCRIPTIONS

The district shall provide an orientation packet containing the job descriptions and the evaluation procedure to all ESP positions within ten (10) working days of an ESP's employment starting with the 2014-2015 school year for paraprofessionals and starting with the 2015-2016 school year for cafeteria workers, custodians and secretaries. The Association reserves the right to negotiate fundamental changes in such job descriptions. In addition to that right to negotiate fundamental changes in job descriptions, the Association and Administration shall meet at the request of the Association to discuss the job descriptions before they are distributed to ESP.

9.13 NOTIFICATION OF ASSIGNMENT

ESP shall be given tentative assignments no later than thirty (30) days prior to the start of the school year. Changes in tentative assignments may be made in case of changed circumstances which are beyond the control of the District.

9.14 VACATION DAYS

Twelve month custodial employees are entitled to vacation days as follows:

First six months of employment	– 0 vacation days
Second six months of employment	– five vacation days
Employment years two through ten	– ten vacation days
Employment years eleven through fifteen	– fifteen vacation days.

Vacation may be taken in the year in which it is being earned, except for first year custodians, for whom vacation may be taken in the second six months of employment in which it is earned. If an employee leaves employment before the employee has earned the vacation the employee has already taken, the employer may deduct the used but unearned vacation from the employee's final paycheck(s).

EXAMPLE:

Custodian JK is a new employee starting November 1. From November 1 through April 30, JK has earned and is entitled to no vacation. From May 1 through October 30, JK is in the process of earning five days' vacation. JK may take all five days starting May 1. JK takes three days during the month of May. JK leaves employment June 1. The employer may deduct from JK's final paycheck the value of the taken but unearned days. JK earns vacation at the rate of .8333 days per month, but has taken three. The district is entitled to recover 2.1667 days' pay (3 minus .8333 days) and may deduct that sum by payroll deduction.

Vacations shall generally be scheduled during non-student attendance days. The Superintendent may approve vacations to be taken during other periods. Vacation requests shall be made to the Superintendent fourteen (14) days in advance. Such requests shall not be unreasonably denied and consideration will be given to emergency situations. Denials shall be based upon situations where more than one ESP requests the same vacation date(s) or situations where work scheduling reasonably prohibits the scheduling of vacations during the requested period. In case of conflicting vacation requests, the ESP with the greater seniority shall be granted his/her preferred date(s).

9.15 ACCUMULATED VACATION DAYS AND ANNUAL ALLOTMENT

Vacation time must be used within eighteen (18) months of date earned. The employer may require ESP to take accumulated vacation time.

9.16 PAID HOLIDAYS

Paid holidays for twelve (12) month ESP shall include the following:

New Year's Day, Martin Luther King, Lincoln's Birthday or President's Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Thanksgiving Friday, Christmas Eve Day, Christmas.

If the State Board of Education grants a waiver permitting student attendance on one (1) of the listed holidays, and the 12 month ESP is required to work on that day, or if the holiday falls on a weekend and is not observed during the workweek, the ESP shall be granted an additional paid vacation day to be taken at a time mutually agreeable to the ESP and Superintendent.

9.17 SCHEDULE OF BENEFITS

Paid holidays, sick leave days, personal business days, vacation days, and medical insurance availability shall be in accordance with all applicable provisions herein and subject to carrier restrictions and limitations, and as further specified herein on the following Table:

Classification	Employment Term	IMRF Eligible	Paid Holidays	Sick Days	Personal Business Days	Vacation Days	Medical Insurance
Custodial	12 months	Yes	13	13	3	See Section 9.14	Yes
Secretary	10.5 months	Yes	11	12	3	No	Yes
Cafeteria-Full Time	School Cal	Yes	4	11	3	No	No
Cafeteria-Part Time	School Cal	No	0	0		No	No
Paraprofessionals 1,2	School Cal	Yes	4	11	3	No	No
Playground, Lunch, Bus Supervisors	Defined by Admin	No	0	0		No	No

9.17.1 CAFETERIA - COOKS: Cooks hired after July 1, 1995 may enroll in the District's health insurance program provided they individually assume the cost of all insurance premiums.

9.17.2 CAFETERIA AND INSTRUCTIONAL, PROGRAM AND PERSONAL AIDES employment term shall be defined by the school calendar and as otherwise directed by the Superintendent

9.17.3 SICK AND PERSONAL BUSINESS DAYS: ESP eligible for sick leave shall be permitted to utilize three (3) days per year for matters of personal business. Any unused personal business days shall be added to unused sick days at the end of the fiscal year.

9.17.4 CAFETERIA –COOKS and paraprofessionals shall receive Labor Day, Thanksgiving, Christmas, and Memorial Day as paid holidays after completion of two (2) years of continuous service with the District.

NOTE IMRF COLUMN: Eligibility is assumed for those ESP whose anticipated hours of employment will be 600 or more per years. This column is provided for Employee information only.

A Bi-lingual aide/translator will be paid \$25.00 per hour, plus mileage to and from work.

9.18 ESP COMPENSATION

New Hires- Educational Support Personnel shall be awarded full credit for the first five (5) years of prior full time experience in a position similar to the job they will perform in the district. They will be placed in the schedule in Appendix B accordingly. Each additional year of experience in this District will result in movement of one (1) step up to Step 13.

EXAMPLES:

- A new secretary worked for a local business as a secretary for ten (10) years. The new Employee would be placed on Step 6 of the step schedule.
- A new custodian worked for a church as a custodian for two (2) full years. The new Employee would be placed on Step 3 of the step schedule.
- A new cook worked as a cashier at a restaurant for three (3) years. The new Employee would get no credit on the step schedule.

9.18.2 Educational Support Personnel Schedule Advancement: Educational support personnel shall be paid on the ESP step schedule attached hereto as Appendix B. Each Employee in this group will advance one (1) step on the ESP step schedule for each school year of service.

9.19 SUBCONTRACTING

During the term of this agreement, the Board of Education shall not subcontract work normally and customarily assigned exclusively to bargaining unit members. However, at the conclusion of this agreement, the Board shall have the right to subcontract work subject to the following conditions:

1. The Board will provide the Association with copies of bid specifications when the same are released for solicitation of bids. Any subsequent modifications to the bid specifications shall also be provided to the Association.
2. The opening of bids shall be public and shall occur no later than May 1 of the final year of the agreement, unless May 1 falls on a Saturday or Sunday, in which case the bid openings shall occur on the Monday immediately following the weekend. The Board will notify the Association of the time and place of bid openings.
3. Prior to awarding work to a subcontractor, the Board will negotiate with the Association concerning a decision to subcontract. Negotiations will continue no longer than thirty (30) days after the date upon which the Board offers to commence collective bargaining in respect to subcontracting.
4. If the parties have not reached an agreement within thirty (30) days of the date upon which the Board offered to commence collective bargaining, the parties shall request the services of a mediator. If the parties are unable to reach an agreement within thirty (30) days of the request for mediation, the Board shall have the right, in its discretion, to subcontract work.

This provision does not prohibit the Board of Education at any time, and without collective bargaining, from hiring independent contractors to perform work upon any of the following conditions:

- a) If the work in question is not, in substance or degree, regular work of the Association, or beyond the scope or magnitude of the Association. (EXAMPLE: Snow plowing following a large snow storm requiring timely removal and blowing of snow to ensure opening of the school would be beyond the capability of the workforce, given other duties.)
- b) If subcontracting will not result in work loss to any regular ESP.
- c) If regular ESPs could not reasonably complete regularly assigned tasks, and also undertake the project in question, or
- d) If independent contractors have special equipment, training, manpower, or time efficiency which cannot be duplicated by present staff and equipment.

EXAMPLE:

The Board of Education determines that the gym needs to be painted. Regular ESPs the District have occasionally engaged in painting, but have not undertaken a project as large as painting the gymnasium. A painting firm has equipment and specially trained Employees who could paint the gymnasium at much less expense than regular District ESPs. Moreover, District ESPs do not have time to paint the gymnasium and also attend to their other, normal work duties. The Board is free to subcontract this work, because of any one of these reasons:

1. The work is not regular work of the Association.
2. The work is outside the scope, in size, of projects undertaken by regular workers.
3. The workers cannot perform the work, because it conflicts with regular duties.
4. The contractor has trained employees and equipment, which the district does not have.

The limitations on the Board of Education imposed by this provision concerning subcontracting apply only to work normally and exclusively assigned to bargaining unit members. Mowing and snow removal (except minor snowfalls) is not normally and exclusively assigned to bargaining unit members, and is not currently assigned to the bargaining unit. The Board may assign any work to any person if such work is not normally assigned to bargaining unit members.

9.20 ESP EVALUATION

All ESP shall be subject to job performance evaluation at all times by school administrators with the input of any supervising teacher and/or case manager. A written job performance report and evaluation conference will be held annually. The job evaluation tool will be shared with the Association. Job performance shall be evaluated in terms of individual job requirements as specified in the job description for each respective position. Job descriptions are not incorporated into this agreement by reference. ESP will be promptly notified if their job performance is deemed unsatisfactory. The Administration, with input from the ESP, will provide expected performance standards and develop an improvement plan for the ESP whose performance has not been satisfactory. Input from supervisory staff may be considered. Failure to correct or remediate unsatisfactory performance shall be grounds for dismissal. ESP evaluations are also intended to identify and commend those who perform their assigned tasks in an exemplary manner. Within ten (10) working days of an ESP's employment the ESP shall receive an orientation packet containing the job description and the evaluation procedure. The effectiveness of evaluation procedures shall be reviewed annually. The Association shall be granted the opportunity to provide input on the effectiveness of job performance evaluation procedures.

9.21 INSTRUCTIONAL PARAPROFESSIONALS 1 & 2 TUITION REIMBURSEMENT

Upon successful completion of a grade of "B" or higher, Level 1 and Level 2 Instructional Paraprofessionals shall be reimbursed at a rate not to exceed the current Illinois Valley Community College rate per credit hour for up to six (6) hours earned during the District's fiscal year, which is July 1st thru June 30th. The Superintendent shall have sole authority to approve courses based on their direct relationship to the Level 1 and Level 2 Instructional Paraprofessional's job assignment.

9.22 STUDY HALL SUPERVISION

The total class size shall not exceed twenty-five (25) students.

ARTICLE X: ESP SENIORITY

This Article is Applicable only to Educational Support Personnel

10.1 SENIORITY

"Seniority" means the same thing as "continuous service" under Section 10-23.5 of the School Code. Seniority shall be defined as the length of an ESP's service to the District within each category of position. ESP seniority shall be tracked separately for each category of position. Part-time service shall be credited towards seniority. ESP's regularly scheduled to work over three and one-half (3 1/2) hours per day shall gain one (1) full year of seniority in a fiscal year. ESP's regularly scheduled to work less than three and one-half (3 1/2) hours per day shall gain one-half (1/2) year of seniority in a fiscal year.

EXAMPLES:

- Cook AB is regularly scheduled to work four (4) hours a day, Monday through Friday. Cooks usually work six (6) hours per day, Monday through Friday, on all student attendance days. At the end of one full school term, AB will have one (1) year of seniority in the Cook category of position.
- Custodian CD is regularly scheduled to work eight (8) hours per day, Monday, Wednesday and Friday. Custodians normally work Monday through Friday. At the end of one fiscal year, CD will have accrued three-fifths (3/5) of one (1) year of seniority in the Custodian category of position. This is also equal to 60% of one (1) year of seniority in the Custodian Category of position.
- Level 1 and Level 2 Instructional Paraprofessional EF is regularly scheduled to work Monday and Tuesday each week that students are in attendance, for three (3) hours per day. At the end of one full school term, EF will have $2/5 \times 1/2 = 1/5$ of one (1) school year in the Level 1 and Level 2 Instructional Paraprofessional, category of position. This is also equal to 20% school year in the Level 1 and Level 2 Instructional Paraprofessional, category of position.

Seniority in a category of position is never lost if the ESP is transferred by the employer into another position, and the ESP will accrue seniority in the new category of position. Seniority in the prior category of position is not added to the seniority in the new position.

EXAMPLE:

Level 1 and Level 2 Instructional Paraprofessional, GH works for four years as a Level 1 and Level 2 Instructional Paraprofessional, and then is reassigned to work one (1) year as a secretary. After the 5th year, GH has one year of seniority as a secretary, not five (5). GH also continues to have four (4) years of seniority as a Level 1 and Level 2 Instructional Paraprofessional, even though the employer has changed GH's category of position.

If two (2) affected ESP have identical seniority, in case of reduction in force, ties in seniority will be broken by the date of hire *in that category of position* as shown by the Board of Education minutes.

EXAMPLE:

The Board has decided to reduce force in the area of secretary. GH from the previous example has identical seniority with JK in the secretary category of position, but JK was first hired as a secretary. GH will be reduced in force as a secretary. GH will have the right to "bump" any Level 1 and Level 2 Instructional Paraprofessional, Program, or Personal Aide who has less seniority than GH, since GH never lost her Level 1 and Level 2 Instructional Paraprofessional, Program, or Personal Aide category seniority when she became a secretary.

Substitute ESP do not accrue seniority. Short term, temporary or emergency re-assignments do not cause a change in category of position.

10.2 POSTING

The Superintendent shall post an annual seniority list each February 1, current through that school year. The seniority list shall set forth the seniority of each ESP by category of each position in which the ESP has been employed, except short term, temporary or emergency re-assignments. The Association shall be given a copy of the list. Any ESP who believes his/her seniority is incorrectly shown, shall submit to the Superintendent in writing an explanation of any claimed error, and shall have the right to meet with the Administration to correct errors.

10.3 LOSS OF SENIORITY

Seniority is lost upon the following:

1. Resignation from the District
2. Dismissal in accordance with this agreement
3. Retirement
4. Reduction-in-force and the period of recall has passed

Seniority is not lost due to Board approved leaves, or as otherwise allowed under terms of this agreement.

10.4 TRANSFER - EFFECT ON SENIORITY

When an ESP is transferred from one category of position to another by Administration or Board action, the ESP shall retain any accrued seniority in that category of vacated position. Approved transfers, initiated at the ESP's request, shall carry forfeiture of seniority in the vacated category of position.

10.5 CATEGORIES OF POSITION

Categories of position shall be as follows:

- Maintenance
- Custodial
- Cooks-including part-time
- Secretarial
- Level 1 and Level 2 Instructional Paraprofessional
- Playground/Noontime Supervisors/Bus Monitors
- In School Suspension Supervisor
- Bi-Lingual Aide/Translator

10.5.1 Probationary Periods: Eighty (80) Employee work days for Cooks, Level 1 and Level 2 Instructional Paraprofessionals, Noontime/Playground Supervisors, Bus Monitors, In School Suspension Supervisors. One hundred twenty (120) Employee work days for Custodial, Maintenance and Secretarial. There shall be no extension of the above probationary periods.

ARTICLE XI: ESP REDUCTION IN FORCE

This Article is Applicable only to Educational Support Personnel

11.1 NOTIFICATION TO ASSOCIATION

Should the Board of Education determine to reduce the total number of ESP, discontinue a particular educational support service, or reduce the hours of an ESP, the Board of Education or the Superintendent shall notify the Association of such intent at the same time the Employee received notice and at least ten (10) days before the effective date of the reduction in force.

11.2 NOTICE TO ESP

ESP shall be dismissed or have hours reduced on the basis of seniority within categories of position. No layoff or reduction in hours shall be deemed to occur if there is no reduction in pay.

11.3 RECALL

Non-probationary ESP, whose position is the subject of reduction in force action occurring after the effective date of this agreement, shall have recall rights for a period of one (1) year measured from the first day of the school term following reduction in force.

11.3.1 Notice of Recall: An ESP subject to recall shall be notified in writing of the vacant position. Should an ESP refuse to accept a vacant position within seven (7) business days of mailing notice, that ESP's recall rights shall be terminated for the position offered at that time, and the position shall be offered to the next senior qualified ESP with recall rights to the position. ESP on layoff are obligated to advise the administration office of their current address and telephone number so as to facilitate notice of recall.

11.3.2 Retained Rights after Recall: Recalled ESP shall retain accumulated sick leave, salary schedule position, and seniority they had when honorably dismissed.

11.4 BUMPING RIGHTS

ESP working in the categories of position listed in the left column shall be deemed eligible to "bump" into the positions listed opposite in the right column. An ESP may bump to the right only if he/she has more seniority in the category on the left than an ESP in the opposite category on the right and meets legal and district qualifications to perform duties required. If an ESP exercises bumping rights in accordance with this paragraph, the ESP must notify the Superintendent's office of the category into which the ESP wishes to bump, in writing, no later than seven (7) business days following receipt of notice of reduction in force. Failure to so notify the Superintendent's office shall terminate rights to bump to another category of position.

Level 1 and Level 2 Paraprofessional:	Level 1 and Level 2 Paraprofessional, Playground/Noontime/In-School Supervisor/Bus Monitor
Custodian:	Custodian/Maintenance/Playground/Noontime/ In-School Supervisor/Bus Monitor
Maintenance:	Maintenance/Custodian/Playground/Noontime/ In-School Supervisor/Bus Monitor
Secretary:	Secretary/Playground/Noontime/In-School Supervisor /Bus Monitor
Cook	Cook/Playground/Noontime/In-School Supervisor/Bus Monitor
In School Suspension Supervisor:	Playground/Noontime/In-School Supervisor/Bus Monitor
Bilingual aide/Translator:	None

ARTICLE XII: APPLICABLE TO TEACHERS

This Article is Applicable only to Teachers

12.1 INTERNAL SUBSTITUTIONS

The normal practice shall be to hire a substitute teacher if a Teacher is ill or otherwise unavailable for his or her own assigned classes. If no substitute can be found or is available, volunteer teachers will be sought to cover a class of the absent Teacher by internal substitution. The Teacher accepting the class by forfeiting their preparation period or accepting responsibility of another class in addition to their own for up to 15 minutes will receive \$12.50 additional compensation for covering the class and \$25.00 for covering the class for over 15 minutes. If an aide is qualified to be a substitute teacher and is assigned all or portion of a day as a substitute teacher, the aide will be paid the higher of the aide's hourly rate or the teacher substitute rate.

12.2 NOTIFICATION OF ASSIGNMENTS

All Teachers shall be given written notice of their tentative assignments for the forthcoming year no later than the last day of the school year. In the event that changes in such assignments are proposed, the Teacher affected shall be notified promptly. In no event shall changes in the Teacher's assignments be made later than fifteen (15) days preceding the commencement of the next school term unless an emergency situation exists. In the event of such an emergency, the Association shall be notified, and the Teacher shall be allowed to resign if such changes are not acceptable to the Teacher.

12.3 REDUCTION IN FORCE

The following provisions apply to tenured Teachers removed or dismissed as a result of a decision by the Board of Education to reduce the number of teachers employed or to discontinue some particular teaching service (hereinafter, RIF).

12.3.1 A vacancy is not created when all or part of a teaching position is eliminated by RIF. A Teacher in grouping two (through February 1), grouping three or grouping four who has been RIFed shall be entitled to recall only if qualified to teach each and every part of a vacant position. "Vacant positions" will be defined by the Board of Education. No Teacher shall have the right to recall into only a portion of a position. Tenured teachers who have been RIFed shall be placed on the substitute Teacher's list. The recall period shall extend for one (1) calendar year from the first day of the school term following the notice of RIF. If there are no qualified ESP who have recall rights to a particular position, tenured teachers who have been RIFed shall have the opportunity to interview for an ESP position for which such tenured Teacher may be qualified. A Teacher with recall rights does not waive or lose recall rights by accepting a full or part-time ESP position. However, rights of Teachers to recall shall terminate upon acceptance of a full-time certified position within the District.

In order to protect rights of recall to a teaching position, Teachers will be notified of vacant positions (other than substitute teaching positions) by certified mail. Should a Teacher with recall rights fail to respond to a recall notice within seven (7) business days of mailing, (counting Monday through Friday as business days) that Teacher's recall rights will be deemed waived for that position. The District will attempt to contact that Teacher or designee for whom a position is available by telephone. Nothing prohibits the Board of Education from filling a vacancy on a temporary basis pending a recall decision by a Teacher with recall rights. The Board of Education shall establish a recall list showing the areas of certification and qualification of each Teacher. The Board of Education shall have no obligation to recall a Teacher to a position

unless the Teacher has notified the Board in writing, prior to the time that the vacancy is filled, that the Teacher has become certified and qualified in an additional area. Recalled Teachers shall lose no tenure, continuous service, or salary schedule placement. However, during the period of lay-off, teachers shall not accrue continuous service or advance on the salary schedule. A Teacher on recall may waive recall to a particular vacancy and remain on the recall list.

12.3.2 Teachers who have been reduced in force and who have participated in the school health insurance plan prior to their reduction in force shall continue to be entitled to the Board contribution health insurance for coverage through the month of August.

12.3.3 A Teacher who has received notice of reduction in force may, during the balance of the school year in which the notice is given, use up to two (2) sick leave days for the purposes of seeking employment (job interview). This shall require one (1) week notice, if possible, or by obtaining permission from the District's Superintendent when one (1) week notice is not possible.

12.3.4 If requested, letters of reference for each RIFed Teacher will be provided by the District's Superintendent. Upon request, each RIFed Teacher will be provided with a walking letter of reference from the Superintendent.

12.3.5 If requested, each RIFed Teacher will be provided one copy of his or her complete personnel file and a copy of the Teacher's individual salary statement at no cost to the Employee.

12.3.6 A sick leave affidavit from the Teacher Retirement System will be filed promptly at the close of the school year by the District Secretary for each RIFed Teacher released. A copy of the affidavit will be provided to the respective Teacher.

12.4 SCHOOL RECORD COMPENSATION

Full time Teachers who have worked at least 8 months of the school year shall be paid \$100 at the end of the second semester for additional time for record-keeping related to student grading, report cards, and similar activities.

12.5 WORK DAY

On a normal teaching day, each full-time Teacher shall report to his/her assigned building fifteen (15) minutes before the scheduled starting time for student instruction and remain in his/her assigned building until seventeen (17) minutes after the regular dismissal time for students. Exceptions to this schedule may be made on days with holiday dismissal or other shortened schedule, or if a Teacher has been authorized to leave earlier due to special circumstances. A Teacher is expected to be available beyond the time specified in Section 12.5 before and after the regular student attendance day for meetings with students, parents, and administrators. Attempts will be made to schedule such meetings during a Teacher's scheduled preparation and conference time.

12.5.1 Duty Free Lunch: During the work day full-time Teachers shall have a duty-free lunch period not less than thirty (30) minutes in duration. Beginning with the 2014-2015 school year, the Administration shall endeavor to schedule Teachers' lunch periods consistent with the cafeteria food service times.

12.5.2 Preparation Time – 200 Minutes: The master class schedule shall provide full-time ECSE, Pre-K and K-5 Teachers and Teachers who teach in the elementary grades and who teach Art, Music, PE, Title I and Special Education at least two-hundred (200) minutes preparation time per week. Section 12.5.3 does not apply to these Teachers.

12.5.3 Teaching Load and Preparation Time for High School and Junior High School: All full-time 6-12 Teachers shall receive at least two-hundred (200) minutes preparation time per week with 40 consecutive minutes per day on full student-schedule days. If a full-time Teacher agrees to forfeit the Teacher's preparation period for a quarter, semester or year to teach an additional class, that Teacher shall receive an additional overload compensation at the rate of twelve and one-half percent (12.5%) of the Teacher's annual teaching salary for that quarter, semester or year; or if the eighth period is a study hall, eight percent (8%) of the Teacher's annual salary. Individual days of internal substitution are paid under the internal substitution rate specified in Internal Substitution paragraph 12.1.

12.5.3.1 Preparation Time Activities: Teachers are required, unless given prior administrative permission, to spend the paid preparation period on school premises. The preparation period shall be used for preparing for classes, professional development and other student, class or extra-curricular related activities. The administration will not schedule training during preparation time. This does not preclude Teachers from using reasonable amounts of the preparation period as necessary to deal with medical or home emergencies, family matters or other personal matters that would require the Teachers' immediate attention, and administrative permission for the Teachers to leave campus for any necessary such purpose shall not be unreasonably withheld.

12.5.4 Teachers required to conduct evening Parent/Teacher conferences at the end of the first and third grading periods of the year shall be given release time on the days of conferences so that the teaching day and evening conference of that same day, and conferences the next day, shall not extend the work week.

12.5.5 Teachers are expected to be available for conferences/meetings individually or collectively with their Building Principal or designated supervisor before or after the normal workday, but not to exceed two (2) hours per month. Attempts will be made to schedule such conferences/meetings during a Teacher's scheduled preparation and conference times.

12.6 CONTINUOUS SERVICE TEACHERS

12.6.1 Continuous service shall be defined as the length of a Teacher's service within the School District commencing on the date employment was formally offered through Board of Education action. Any ties in continuous service will be determined through a lottery Part-time service will be credited toward continuous service.

12.6.2 The Administration shall prepare, maintain, and post a continuous service list no later than 75 days before the end of the school year. A copy of the continuous service list and all subsequent revisions shall be furnished to the Association.

12.7 LONG-TERM ADDITIONAL LOAD COMPENSATION

Any ECSE – Pre-K -5 Teacher who agrees to forfeit his/her preparation period for the year, semester, or one (1) or more grading periods to assume more than the required teaching load, as set forth in this agreement, shall receive additional load compensation. Any Teacher who agrees to forfeit a portion of his/her preparation period shall be compensated prorated based upon his/her annual salary using the following formula: The preparation time minutes used by a Teacher each day for the additional load shall be the numerator. The number of minutes per day (352) shall be the denominator. The resulting fraction shall be multiplied by the Teacher's daily rate of pay for each day of the additional load.

EXAMPLE:

A 5th grade Teacher agrees to perform twenty (20) minutes per day of additional instruction to an “included” special education student because another qualified Teacher is on leave. This continues for ninety (90) school days. The Teacher’s annual salary is \$42,500. The Teacher’s daily rate is $\$42,500/181 = \250.00 . The total overload pay is ninety (90) days X (20/352) X $\$250.00 = \$1,278.41$.

12.8 TEACHER RESIGNATION

When a Teacher is officially employed (upon Board action) by another school district, the Teacher shall give written notification within ten (10) calendar days to the Woodland School District. The Teacher must also give the notice at least thirty (30) days before the start of school, unless the board waives the late notice.

12.9 DUAL CREDIT/ADVANCE PLACEMENT COMPENSATION

A Teacher teaching a dual-credit or an advanced placement course will be paid \$250 per semester per course.

12.10 STIPEND FOR COMPLETION OF NATIONAL BOARD CERTIFICATION FOR TEACHERS

Teachers who achieve National Board Certification for Teachers will receive stipends of \$500 at the end of the first year after completion and \$1,000 after the second year of completion as long as he/she is employed by Woodland CUSD No. 5.

12.11. TEACHER DISCIPLINE

Rules and regulations governing Teacher conduct shall be reasonable. Discipline shall be imposed by the Board of Education or Administration in a fashion that does not violate this agreement. Discipline shall be limited to oral warnings, written warnings, and suspension without pay. No Teacher may be suspended without pay without just cause. This provision does not affect the right of the Board of Education to assign or reassign Teachers, to make changes in the assignments of Teachers, to non-renew or otherwise terminate the employment of probationary Teachers, to seek the termination of tenured teachers pursuant to provisions of the School Code or to terminate the employment of post probationary Teachers for cause. The provisions of the School Code are not incorporated by reference into this contract.

12.11.1 The Board of Education may place Teachers on paid administrative leave pending investigations of alleged Teacher wrongdoing. Paid Administrative leave is not deemed disciplinary.

12.11.2 Removal of extra-curricular assignments or reassignments shall not be considered disciplinary.

12.12 TEACHERS REGULAR WORK YEAR

The regular work year for teachers shall not exceed 181 days. If legislation should require that student attendance days be added to the school calendar, or student attendance days be added to the school calendar in order for the District to receive additional state aid, then such days shall be added to the calendar without violation of this agreement. In case any such law becomes effective during the term of a collective bargaining agreement, the parties will collectively bargain over the impact of the increase in the school calendar.

12.13 TEACHERS TRAINING OTHER EMPLOYEES

Teachers who agree to teach other District Employees will be compensated at the rate of \$20 per hour for actual instruction time and three hours of documented preparation time. Employees participating in training and/or workshop sessions which are required by administration and conducted outside normal workday hours, and beyond hours specified in section 12.5.4 (Meetings & Conferences) shall be reimbursed in accordance with the following schedule:

\$30 for sessions up to two hours in length

\$55 for sessions in excess of two hours and up to four hours in length

\$105 for sessions in excess of four hours and up to one full day

ARTICLE XIII: TEACHER EVALUATION

This Article is Applicable only to Teachers

13.1 DEVELOPMENT OF EVALUATION PLAN

Modification to the District evaluation plan shall be made in cooperation with the Association. The evaluation plan shall be developed and modified as provided by law.

13.2 NUMBER OF EVALUATIONS PER TEACHER

Each Teacher in contractual continued service shall be evaluated at least once in the course of every two (2) school years. Each Teacher not in contractual continued service shall be evaluated at least once each semester of the school year. Administrators may conduct informal observations at any time. A copy of all notes taken during the informal observation, if any, will be given to the Teacher within five (5) school days following the observation. Documented observation shall be maintained in the Personnel File in accordance with Article 4.3.

13.3 INFORMATION REGARDING PROCEDURE

Within two (2) weeks of the beginning of each school year, the Building Principal or immediate supervisor shall inform all teachers on the evaluation procedures.

13.3.1 A new Teacher hired after the beginning of the school year, shall be notified by the Building Principal or immediate supervisor of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day in the new assignment.

13.3.2 The evaluator shall provide a written schedule of pre-observation conferences, observation times, and post-observation conferences for formal observations. However, if an unexpected circumstance occurs to interrupt these schedules, such an interruption would not be considered a grievable situation.

13.4 POST-OBSERVATION CONFERENCE

At the conclusion of a formal observation, the evaluator will notify the Teacher within five (5) school days if an additional formal observation is needed. The evaluator will conduct a conference with a Teacher within twenty (20) school days after all formal observations of that Teacher are completed.

Notice from an evaluator to the Teacher that no additional formal observation was needed will not prohibit subsequent formal or informal observation or evaluation of the Teacher if the evaluator later concludes, based on specific facts or information not previously known to the evaluator, that additional

observation is warranted. In that situation the evaluator will make further observations only if the Teacher's performance, behavior or conduct indicate significant problems related to the Teacher's responsibilities. Prior to subsequent evaluation, the specific facts or information for the additional observation or evaluation shall be reduced to writing and provided to the teacher and the association.

Subsequent evaluations shall not begin until at least ten (10) school days after the delivery of the documentation described above.

13.5 REVIEW

The Woodland Education Association and Board of Education agree to conduct a review of the effectiveness of the evaluation plan by September 30th of each year.

ARTICLE XIV: COMPENSATION AND FRINGE BENEFITS

This Article is Applicable only to Teachers

14.1 SALARY SCHEDULES

Salary schedules shall be as set forth in Appendix A.

14.1.1 Teacher Salary Schedule Placement: New Teachers shall be awarded full credit for prior full time teaching experience that has been recognized by the Illinois Teacher Retirement System up to five years. After five (5) years of continuous service, teachers shall receive salary schedule credit (steps) for all additional years beyond five (5). Each Teacher shall receive one (1) full year of teaching experience if full time teaching duties commence prior to November 1, and continue through the end of the school year.

14.1.2 Vertical/Horizontal Movement: Vertical movement on the salary schedule will automatically occur during the term of this contract. Horizontal movement will occur with the September 6 or March 6 paycheck to the extent permitted by the salary schedule if the official transcript is received by the District Office. Documentation must be received ten (10) working days prior to the September 6 or March 6 paycheck.

Horizontal movement on the salary schedule shall be allowed only for coursework from institutions approved by the National Council of Accreditation of Teacher Education, Higher Learning Commission of the North Central Association of Colleges and Schools, or those that are part of the ISBE approved certification programs or the Regional Office of Education.

14.2. TEACHER EXTENDED YEAR

Extended year work may be offered by the Board for positions such as athletic director, guidance services, library services, speech therapy, and vocational agriculture. The need, length, and scope of work for extended year work shall be at the discretion of the Board. Should the Board offer extended year work, assigned teachers will be compensated for each full day of employment at a rate equivalent to one/one hundred eighty one (1/181) of their annual salary as specified in Appendix A. Compensation for partial days worked shall be on a pro rata basis. Only work days beyond the customary one hundred eight-one (181) teacher responsibility days per academic school year will be eligible for classification under this section.

14.2.1 Part Time Positions – Grant Dependent: A Teacher employed in a part-time position of one hundred (100) calendar days or fewer funded entirely from grants (not including certified

positions requiring special certification, such as Pre-K, Title I, reading and math) shall be paid at the substitute rate per day or fraction thereof for such time as the grant funds are available. Any Teacher in such position shall have no benefits other than salary compensation.

14.3 RETIREMENT BENEFITS-TEACHERS

14.3.1 Board-Paid TRS Contribution: The salary schedules for the school years covered by this agreement are attached as Appendix A. The salary schedule reflects that the Board will deduct each Teacher's 9.4% TRS contribution. However, if the General Assembly changes the percentage of TRS contribution, the Board shall deduct the percentage provided by law. Appendix A schedules show TRS salary, Teacher TRS contribution and IRS salary after TRS deduction.

14.3.2 Change in TRS Contribution: Should applicable law increase Teachers' required TRS contribution to a percentage amount greater than nine and four-tenths percent (9.4%) of Teachers' TRS earnings, any such additional TRS contribution shall be deducted from each Teacher's earnings.

14.3.3 T.H.I.S Contribution: The District shall deduct from each Teacher's TRS earnings one hundred percent (100%) of the sum of the Teacher's T.H.I.S. contribution and make payment to TRS for the T.H.I.S program as required by law.

14.3.4 TRS and T.H.I.S Contributions Deemed "Picked-up"*- Any required TRS contribution and the T.H.I.S. contribution, although deducted from Teacher earnings, shall be deemed "picked up" by the Board within the meaning of 414(h)(2) of the Internal Revenue Code as amended.

*"Pick up" is a legal term from Section 414(h)(2) of the Internal Revenue Code, which creates the legal fiction that employee contributions to pension plans that are deducted from employee earnings are deemed to be employer contributions for federal income tax purposes. This "pick-up," provision, which is mandatory under the Illinois Pension Code, is what allows Teacher TRS contributions to be tax "sheltered. It does not mean the Board pays all or any part of the Teacher's TRS contribution.

14.4.3 Upon the Teacher becoming eligible for the retirement incentive, the district shall remove the Teacher from compensation based upon the salary schedule, and instead, for each year of eligibility the Teacher's creditable earnings will be increased by six percent (6%) over the Teacher reportable creditable earnings for the prior year of employment. For purposes of this calculation, the six percent (6%) increase to creditable earnings means a six percent (6%) increase in total gross creditable earnings.

14.4 DISTRICT EARLY RETIREMENT INCENTIVE PROGRAM-TEACHERS

14.4.1 Retirement Benefit Incentive Payment: A Teacher in conformance with the following conditions shall be eligible for a retirement incentive in each of his or her final four (4) years of teaching service, subject to the following conditions:

1. The Teacher shall have a minimum of twenty (20) years of continuous full-time service in the District by the intended date of retirement.
2. The Teacher shall be at least sixty (60) years of age on or before December 31 of the year of retirement, or will be at least fifty-five (55) years of age on or before December 31 of the year of retirement and will have at least thirty-five (35) years of creditable service.

3. The Teacher will not retire under the statutory Teachers Retirement System Early Retirement Option (ERO) causing the District to have to pay a contribution or other monies to the Teachers' Retirement System in respect to that Teacher's ERO retirement.
4. The Teacher shall have tendered to the Superintendent (a) final, binding and irrevocable resignation and (b) application for the incentive, for which the District may have a standard form, and (c) a Retirement Incentive Agreement that governs the payment of the retirement incentive, and obligates the Teacher to reimburse the district for the entire cost of the retirement incentive if the Teacher takes ERO or other action causing the district to pay TRS further funds after the Teacher has received all or any part of the retirement incentive.
5. The Teacher may qualify for this benefit up to four (4) school years prior to the date of retirement, including the school year of retirement, but must be received by the Superintendent at least ninety (90) days before the last day of school of a school year to be effective to increase the Teacher's salary for that school year, unless the Board waives the delay.

14.4.2 The pre-retirement period may be from one (1) to four (4) school years in length, depending upon the date the Teacher's final, binding and irrevocable resignation, retirement incentive application are received by the Superintendent, and the date of retirement specified by the Employee.

14.4.3 Upon the Teacher becoming eligible for the retirement incentive, the district shall remove the Teacher from compensation based upon the salary schedule, and instead, for each year of eligibility the Teacher's creditable earnings will be increased by six percent (6%) over the Teacher reportable creditable earnings for the prior year of employment. For purposes of this calculation, the six percent (6%) increase to creditable earnings means a six percent (6%) increase in total gross creditable earnings, and therefore shall include any District-paid TRS contribution.

EXAMPLES:

A Teacher applies for the incentive before December 15, 2013, during the final year of employment before retirement. The Teacher's creditable earnings for 2012-2013 was \$55,877. The Teacher's final year creditable earnings will be:

\$59,230 ($\$55,877 \times 1.06 = \$59,230$)

A Teacher applies for the incentive on December 15, 2013, during the third school year prior to retirement at the end of the 2015-2016 school year. The Teacher's creditable earnings for the 2012-2013 school year was \$55,877. The Teacher's creditable earnings will be:

2013-2014	\$59,220	($\$55,877 \times 1.06 = \$59,220$)
2014-2015	\$62,783	($\$59,229 \times 1.06 = \$62,783$)
2015-2016	\$66,550	($\$62,783 \times 1.06 = \$66,550$)

A Teacher applies for the incentive on December 15, 2013, during the fourth school year prior to retirement at the end of the 2016-2017 school year. The Teacher's creditable earnings for the 2012-2013 school year was \$55,877. The Teacher's creditable earnings will be:

2013-2014	\$59,230	($\$55,877 \times 1.06 = \$59,230$)
2014-2015	\$62,783	($\$59,230 \times 1.06 = \$62,783$)
2015-2016	\$66,550	($\$62,783 \times 1.06 = \$66,550$)

2016-2017 \$70,543 ($\$66,550 \times 1.06 = \$70,543$)

14.4.4 If a Teacher has an extra duty obligation at the commencement of the retirement incentive period and ceases to perform those services during the retirement incentive program period, the calculation of the Teacher's six percent (6%) increase shall be reduced by the amount of the extra duty compensation.

EXAMPLE:

A Teacher applies for the incentive on December 15, 2013, during the third school year before retirement at the end of the 2015-2016 school year. The Teacher's creditable earnings for the 2013-2013 school year was \$55,877. The Teacher also performed an extra duty with an annual stipend of \$2,000, raising the Teacher's total creditable earnings to \$57,877 for 2012-2013. The Teacher's creditable earnings will be

2013-2014 \$61,350 ($\$57,877 \times 1.06 = \$61,350$)
2014-2015 \$65,031 ($\$61,350 \times 1.06 = \$65,031$)

In the last year of the pre-retirement period that same Teacher ceases to perform the extra duty assignment, which still has a stipend of \$2,000. The Teacher's final year creditable earnings will be

2015-2016 \$66,812 ($(\$65,031 - \$2,000) \times 1.06 + \$66,812$)

14.4.5 Once the Teacher is eligible for the retirement incentive, the Teacher will not be assigned any additional extra duties or TRS reportable duties not currently being performed by the Teacher without the consent of the Teacher.

14.4.6 If a Teacher who has received the retirement incentive in whole or part retires under the ERO causing the District to have to pay a contribution or other monies to the Teachers' Retirement System in respect to that Teacher's ERO retirement, the District shall be entitled to damages for breach of contract against the Teacher in an amount equal to the retirement incentive payments received by the Teacher, including tax and withholdings. Upon complete reimbursement of these monies to the District by the Teacher the Teacher shall be entitled to any salary increases on the salary schedule during the pre-retirement period.

14.4.7 In the event the retirement incentive provided for in this article would cause the District to have to pay any charge, contribution, cost or other monies to the Teachers' Retirement System, or would conflict with any state statute or final rule or regulation promulgated by the Teachers' Retirement System, the provisions of this section shall become void and the parties agree to reopen this agreement and attempt to midterm bargain changes necessary to correct any defect created by this incentive.

14.4.8 Nothing in this Agreement requires the board or administration to assign or permit a Teacher to perform work if it is reasonably anticipated by the administration that the district will be compelled to pay to TRS any additional sum ("penalty") in connection with that Teacher's retirement into TRS and resulting from that Teacher's creditable compensation increasing by more than six percent (6%) over the prior year's creditable compensation. However, if a Teacher performs authorized work, the Teacher shall be paid in accordance with this Agreement, even if the work causes an increase in creditable compensation in excess of six percent (6%).

14.4.9 Once the Employee has become eligible for the retirement incentive payments, the incentive payments shall be paid to the Teacher over the remaining regular paychecks of the school year. If a Teacher becomes eligible for the incentive payments during a school year in which the Teacher has previously received salary based upon the salary schedule in a school year, the District will with reasonable promptness adjust the remaining paychecks so that the Teacher receives the entire incentive in the remaining paychecks due for that school year.

14.4.10 If during the Teacher's pre-retirement period his or her employment percentage changes relative to full time employment the Teacher's salary shall be adjusted consistent with the employment percentage, but in no case during the pre-retirement period shall the Teacher be paid more than 106% of the Teacher's total TRS creditable earnings for the prior school year.

14.5 INSURANCE

Beginning with December 2013 the Board will pay up to 105% of the premiums paid the previous insurance year for each category of health insurance (single, employee and spouse, employee and child, family).

EXAMPLE:

If an employee who had selected family coverage then selects individual coverage, the Board will pay 105% of the Board contribution toward the cost of individual coverage in effect previously.

The parties will establish an insurance committee of three (3) voting Association members and three (3) voting members appointed by the administration who will examine insurance options and possible approaches regarding benefits and costs of health insurance coverage. This committee will report to the Board no later than November 1 of each year. Changes must be approved by a majority of the committee in order to be proposed for Board adoption. After the committee recommendation, the parties may agree to Board contributions different from those set forth above. If a majority of votes cannot be obtained for any change, the District must maintain all current benefits/coverage, except for reasons beyond the control of the District.

Subject to carrier restriction or limitation, all other Teachers who are employed at least one-half (1/2) half time may participate in the District's medical insurance plan by paying the full cost of insurance premiums through payroll deduction and the District's Section 125 Plan. Teachers who are granted an unpaid leave of absence greater than thirty (30) days shall be responsible for the full cost of the insurance premium during the unpaid leave. Teacher shall make payment to the District by the 1st of each month following the first thirty (30) days of unpaid leave.

14.6 TEACHER TUITION REIMBURSEMENT

Upon successful completion of a grade of "B" or better, Teachers shall be reimbursed at a rate not to exceed the current Illinois State University rate per credit hour for up to fifteen (15) graduate hours earned during the District's fiscal year which is July 1 to June 30. The Superintendent shall have sole authority to approve courses based on the appropriateness of the course to teaching assignments and/or teaching quality. All courses required to fulfill the obligations of an approved graduate education curriculum will be eligible for reimbursements. The Superintendent intends to approve courses for tuition reimbursement only for coursework that would benefit the instruction of Woodland students, and only:

- (1) Graduate level programs leading to an advanced degree in a teaching area the Teacher then teaches at Woodland; or
- (2) Coursework that leads to additional non-administrative certification not already held by that teacher in an area taught at Woodland.
- (3) Certification in an area not already taught by that teacher, but needed or requested by Woodland.

In addition to the foregoing, all Coursework and institutions must be approved in advance by the Superintendent in writing. Teacher's applications for course approval must be submitted in writing to the Superintendent at least 30 days before the first day of the educational institution's semester start date or summer school or session start date to allow the Superintendent sufficient time to evaluate the course and its value to the District. No coursework will be approved for courses in less than three credit hours per course at the undergraduate level or two credit hours at the advanced degree level. Courses will not be approved from institutions or departments thereof which lack approval by the National Council of Accreditation of Teacher Education or are not part of ISBE approved certification programs. The Board may waive these restrictions in its discretion.

Teachers will be informed, in writing, of approval or denial of their application within two weeks of the District's receipt of the Teacher's application. The total dollars per year, district wide will be limited to \$6,000 per semester and \$7,500 for summer courses. Reimbursements will be paid after each semester and summer. If more applicants' courses are approved than funds available, the reimbursements will be paid pro-rata each semester and summer. As a condition of reimbursement, the Teacher must execute a contract with the Board on the following schedule:

Semester hours 1 to 4 per fiscal year: No reimbursement paid by Teacher.

Semester hours 5 to 10 per fiscal year: Teacher will be obligated to reimburse the District if the Teacher leaves services of this School District to accept other employment in education in Illinois or if the Teacher leaves the services of this school district and then accepts employment in education in Illinois within one hundred (100) days of the last day of employment in this school district and the Teacher's last day of service is within two (2) calendar years after having received the tuition reimbursement.

Semester hours 11 to 15 per fiscal year: Teacher will be obligated to reimburse the District if the Teacher leaves services of this School District to accept other employment in education in Illinois or if the Teacher leaves the services of this school district and then accepts employment in education in Illinois within one hundred (100) days of the last day of employment in this school district and the Teacher's last day of service is within two (2) calendar years after having received the tuition reimbursement.

This reimbursement requirement shall not apply if the Teacher leaves Woodland C.U.S.D. No. 5 employment and accepts employment elsewhere due to the serious illness of a parent, child, or spouse, or if the Teacher must move his/her residence due to the transfer or change of the spouse's employment, and that change in residency makes the continued employment at Woodland C.U.S.D. No. 5 not practical.

14.7 TEACHERS' DOCKING RATE

Salary reduction for all Teachers shall be figured at a rate of one/one-hundred eighty one (1/181) of the Teacher's annual salary. The statement of a "dock" rate does not authorize absence without approved leave. All dock leave will be calculated to the nearest one-quarter (1/4) of a day.

14.8 COMPENSATION: GRANT WRITING, PROGRAM IMPLEMENTATION, COORDINATION

A Teacher shall be paid \$35.00 for the number of hours worked when writing and/or implementing and/or coordinating grants on behalf of the district. The Superintendent shall approve all requests for grant writing. The Superintendent shall approve all grant work. The Superintendent and writer/implementer/coordinator shall estimate and adjust, as necessary, the hours to be compensated for the writing /implementation/ coordination of each District grant.

Hours eligible for compensation under terms of this provision shall be limited to those actual Teacher work hours that are beyond the scope of the normal work day as specified elsewhere in this agreement.

14.9 PERSONAL AND PROFESSIONAL LEAVE

14.9.1 Personal Leave: Teachers shall be permitted two (2) personal days annually, with pay, for personal reasons. Written notice of requests for personal leave shall be made to the Superintendent at least three (3) days prior to the date requested. No more than three (3) Teachers will be granted personal leave on the same day. Any unused personal leave days occurring during the school year will result in a like number of sick days being added to the Teacher's accumulated sick leave.

14.9.1.1 Personal leave may not be taken during the first or last five (5) days of school, on days when final examinations or special programs are scheduled.

14.9.1.2 Any unforeseen emergency which would make written notice impossible to abide by shall be handled by phoning the Superintendent. In the absence of the Superintendent, his designee (Building Principal) shall have the authority to approve requests made in the appropriate manner.

14.9.2 Professional Leave: Professional business days may be used for any professional purpose involving students and/or professional/instructional programs. The Teacher shall request approval from the building principal, or designated supervisor, at least one (1) week in advance. The Teacher shall be paid full compensation for such time with no loss of any leaves. The district will pay the substitute teacher.

14.10 COMPENSATION FOR SPECIAL ASSIGNMENT & TEAM PARTICIPATION

14.10.1 Teachers required to perform specialized tasks that extend beyond the scope of the normal work day will be paid at an amount equivalent to their computed hourly rate of pay based on annual salary. This provision shall include specialized tasks and duties assigned by the Superintendent or a Building Principal, and shall be applicable only to actual work hours that extend beyond the scope of the normal work day. This provision shall include, but shall not be limited to Problem Solving Team and the Crisis Management Team. Problem Solving Team and Crisis Management Team are not incorporated into this agreement by reference. Provisions of this article are not applicable to various other assignments whose compensation is specified in this agreement.

14.10.2 A Teacher who acts as the Problem Solving coordinator shall receive a stipend for duties required to coordinate the Problem Solving program. That Teacher will be placed at Pay Grade level 2 on Appendix C.

ARTICLE XV: EFFECT OF THE AGREEMENT

This Article is Applicable to All Bargaining Unit Teachers and Educational Support Personnel

15.1 COMPLETE UNDERSTANDING

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

15.2 MANAGEMENT RIGHTS

The Board shall not be required to bargain over inherent managerial policy which shall include the following areas of discretion or policy:

1. The function of the Board.
2. Standards of service.
3. The Board's overall budget.
4. Selection of new employees.
5. Direction of all employees.

15.3 INDIVIDUAL CONTRACTS

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

15.4 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.

15.5 DUPLICATION OF THE AGREEMENT

Within thirty (30) calendar days after ratification by both parties, a clean copy of this Agreement shall be proofed and printed jointly with the Board and signed and dated by the parties' authorized representatives. Each party shall receive one original signed copy. A copy of the signed and dated contract will be made available on the District's website in PDF format.

15.6 TERM OF AGREEMENT

This Agreement will be in full force and effect on the date signed by the parties, with wages, salary, extra duty pay, and board contribution toward the cost of health care plan retroactive to July 1, 2014 for educational support personnel, and the first day of school of the 2014-2015 school year for teachers employees. This Agreement shall continue in effect until June 30, 2016 for educational support personnel and midnight of the night before the first day of school for the 2016-2017 school year for certified employees.

This Agreement is signed this ____ day of _____, 2014.

In witness thereof:

For the Woodland Education Association:

President

Secretary

**For the Board of Education of
Woodland Community Unit School
District No. 5**

President

Secretary

APPENDIX A: TEACHER SALARY SCHEDULE

2013-2014 TRS Salary Schedule

Exp.	Step	BA	BA + 8	BA + 16	BA + 24	MA	MA + 8	MA + 16	MA + 24
0	1	33,998	35,358	36,718	38,077	39,437	40,797	42,157	43,517
1	2	35,188	36,548	37,907	39,267	40,627	41,987	43,347	44,707
2	3	36,378	37,738	39,097	40,457	41,817	43,177	44,537	45,897
3	4	37,568	38,927	40,287	41,647	43,007	44,367	45,727	47,087
4	5	39,097	40,457	41,817	43,177	44,537	45,897	47,257	48,617
5	6	40,627	41,987	43,347	44,707	46,067	47,427	48,787	50,147
6	7	42,157	43,517	44,877	46,237	47,597	48,957	50,317	51,677
7	8	43,687	45,047	46,407	47,767	49,127	50,487	51,847	53,206
8	9	45,217	46,577	47,937	49,297	50,657	52,017	53,376	54,736
9	10	47,087	48,447	49,807	51,167	52,527	53,886	55,246	56,606
10+	11	50,827	52,187	53,546	54,906	56,266	57,626	58,986	60,346
11+	12					58,136	59,496	60,856	62,216

2013-2014 TRS Contribution

Exp.	Step	BA	BA + 8	BA + 16	BA + 24	MA	MA + 8	MA + 16	MA + 24
0	1	3,196	3,324	3,451	3,579	3,707	3,835	3,963	4,091
1	2	3,308	3,435	3,563	3,691	3,819	3,947	4,075	4,202
2	3	3,420	3,547	3,675	3,803	3,931	4,059	4,186	4,314
3	4	3,531	3,659	3,787	3,915	4,043	4,171	4,298	4,426
4	5	3,675	3,803	3,931	4,059	4,186	4,314	4,442	4,570
5	6	3,819	3,947	4,075	4,202	4,330	4,458	4,586	4,714
6	7	3,963	4,091	4,218	4,346	4,474	4,602	4,730	4,858
7	8	4,107	4,234	4,362	4,490	4,618	4,746	4,874	5,001
8	9	4,250	4,378	4,506	4,634	4,762	4,890	5,017	5,145
9	10	4,426	4,554	4,682	4,810	4,938	5,065	5,193	5,321
10+	11	4,778	4,906	5,033	5,161	5,289	5,417	5,545	5,673
11+	12					5,465	5,593	5,720	5,848

2013-2014 IRS Salary Schedule

Exp.	Step	BA	BA + 8	BA + 16	BA + 24	MA	MA + 8	MA + 16	MA + 24
0	1	\$ 30,802	\$ 32,034	\$ 33,266	\$ 34,498	\$ 35,730	\$ 36,962	\$ 38,194	\$ 39,427
1	2	\$ 31,880	\$ 33,112	\$ 34,344	\$ 35,576	\$ 36,808	\$ 38,040	\$ 39,272	\$ 40,505
2	3	\$ 32,958	\$ 34,190	\$ 35,422	\$ 36,654	\$ 37,886	\$ 39,118	\$ 40,351	\$ 41,583
3	4	\$ 34,036	\$ 35,268	\$ 36,500	\$ 37,732	\$ 38,964	\$ 40,197	\$ 41,429	\$ 42,661
4	5	\$ 35,422	\$ 36,654	\$ 37,886	\$ 39,118	\$ 40,351	\$ 41,583	\$ 42,815	\$ 44,047
5	6	\$ 36,808	\$ 38,040	\$ 39,272	\$ 40,505	\$ 41,737	\$ 42,969	\$ 44,201	\$ 45,433
6	7	\$ 38,194	\$ 39,427	\$ 40,659	\$ 41,891	\$ 43,123	\$ 44,355	\$ 45,587	\$ 46,819
7	8	\$ 39,581	\$ 40,813	\$ 42,045	\$ 43,277	\$ 44,509	\$ 45,741	\$ 46,973	\$ 48,205
8	9	\$ 40,967	\$ 42,199	\$ 43,431	\$ 44,663	\$ 45,895	\$ 47,127	\$ 48,359	\$ 49,591
9	10	\$ 42,661	\$ 43,893	\$ 45,125	\$ 46,357	\$ 47,589	\$ 48,821	\$ 50,053	\$ 51,285
10+	11	\$ 46,049	\$ 47,281	\$ 48,513	\$ 49,745	\$ 50,977	\$ 52,209	\$ 53,441	\$ 54,673
11+	12					\$ 52,671	\$ 53,903	\$ 55,136	\$ 56,368

APPENDIX B: ESP WAGE SCALE

2013-2014

		P-N Sup. Caf.W.				
	Cstd.	Para II	Para 1	S-H Mon.	Bus Mon.	Sec.
Start 1	\$ 14.18	\$ 10.86	\$ 13.16	\$ 11.79	\$ 12.14	\$ 12.39
2	\$ 14.60	\$ 11.18	\$ 13.55	\$ 12.14	\$ 12.50	\$ 12.75
3	\$ 15.02	\$ 11.50	\$ 13.94	\$ 12.49	\$ 12.86	\$ 13.12
4	\$ 15.43	\$ 11.82	\$ 14.32	\$ 12.83	\$ 13.21	\$ 13.48
5	\$ 15.85	\$ 12.14	\$ 14.71	\$ 13.18	\$ 13.57	\$ 13.85
6	\$ 16.27	\$ 12.46	\$ 15.10	\$ 13.53	\$ 13.93	\$ 14.21
7	\$ 16.68	\$ 12.78	\$ 15.48	\$ 13.88	\$ 14.28	\$ 14.58
8	\$ 17.10	\$ 13.10	\$ 15.87	\$ 14.22	\$ 14.64	\$ 14.94
9	\$ 17.52	\$ 13.42	\$ 16.26	\$ 14.57	\$ 15.00	\$ 15.30
10	\$ 17.93	\$ 13.74	\$ 16.64	\$ 14.92	\$ 15.35	\$ 15.67
11	\$ 18.35	\$ 14.06	\$ 17.03	\$ 15.26	\$ 15.71	\$ 16.03
12	\$ 18.77	\$ 14.38	\$ 17.42	\$ 15.61	\$ 16.07	\$ 16.40
13	\$ 19.19	\$ 14.70	\$ 17.81	\$ 15.96	\$ 16.43	\$ 16.76

APPENDIX C: EXTRA DUTY STIPEND SCHEDULE

2013-2014

Extra Duty Stipends are based upon a percentage of the IRS base salary. Stipends are per teacher, sponsor or coach, except set stipends which are split. See Section 6.5 for more details.

\$30,802 IRS Base Salary

Pay Grade	Extra Duty Assignment	0-2 Years Woodland Experience Percentage	Amount	3 Years + Woodland Experience Percentage	Amount
1	H.S. National Honor Society (1)	1.25%	\$385	1.50%	\$462
	Foreign Language Club (1)				
	Art Club (1)				
	FCCLA (1)				
	Science Fair (1)				
	Great Books (1)				
	Future Business Leaders of America (1)				
	Z Club (1)				
2	Literary (1)	1.50%	\$462	2.00%	\$616
	Elementary Yearbook (1)				
	JH Math Team Asst. (1)				
	Problem Solving Coordinator (1)				
3	Vocal Music (1)	2.00%	\$616	2.50%	\$770
	Instrumental Music (1)				
	JH Dance Force (1)				
4	H.S. Drama or Choral Musical (1)	2.25%	\$693	3.00%	\$924
	J.H. Math Team (1)				
	Key Club (1)				
	FFA (1-2)				
	H.S. Math Contest (1)				
	5th/6th Boys Basketball (1)				
	HS Discovery Series Coach (1-2)				
	JH Cheerleaders (1)				
	JH Drama (1)				
5	H.S. Scholastic Bowl (1-2)	3.00%	\$924	3.50%	\$1,078
	H.S. Student Council (1)				
	J.H. Scholastic Bowl (1-2)				
	JH Student Council (1)				
	HS Dance Force (1-2)				
6	H.S. Cheerleaders (1)	3.50%	\$1,078	4.00%	\$1,232
7	J.H. Volleyball Assistant (1)	3.50%	\$1,078	5.00%	\$1,540

8	(Open)	4.00%	\$1,232	5.50%	\$1,694
9	J.H. Boys Basketball Assistant (1)	6.00%	\$1,848	8.00%	\$2,464
	H.S. Yearbook (1)				
	JH Girls Basketball Assistant (1)				
10	J.H. Girls Basketball (1)	8.00%	\$2,464	10.00%	\$3,080
	J.H. Boys Basketball (1)				
	H.S. Football Assistant (1)				
	H.S. Volleyball Assistant (1)				
	H.S. Assistant Boys Basketball (1)				
	H.S. Assistant Girls Basketball (1)				
	J.H. Volleyball (1)				
	J.H. Baseball (1)				
	J.H. Softball (1)				
	J.H. Track - Boys & Girls (1-2)				
	H.S. Track Boys and Girls (1-2)				
	H.S. Golf (1)				
	H.S. Cross Country (1)				
11	H.S. Head Football (1)	11.50%	\$3,542	13.50%	\$4,158
	Ag. Coordinator (1)				
	H.S. Head Boys Basketball (1)				
	H.S. Head Girls Basketball (1)				
	H.S. Volleyball (1)				
	H.S. Baseball (1)				
	H.S. Softball (1)				
	HS Wrestling (1)				
	All School Athletic Director (1)				
	Dean of Students (1)				

Set Stipends

Freshman Class Sponsors (2)	459
Sophomore Class Sponsors (2)	459
Junior Class Sponsors (2)	688
Senior Class Sponsors (2)	459
Industrial Arts Club Sponsors	\$100/person
Special Olympics Coach	\$100/person
IHSA/IESA Game Scorer	\$15/\$12.50 per game
IHSA/IESA Game Timer	\$15/\$12.50 per game
IHSA/IESA Game Ticket Taker	\$20/event
IHSA/IESA Event Supervisor (if administrator not present)	\$25/event