

**Master Collective Bargaining
Agreement Between**

Western Springs Education Association

and the

BOARD OF EDUCATION

DISTRICT 101

WESTERN SPRINGS, ILLINOIS

2019-20 through 2023-24

Table of Contents

Article I - Recognition	1
1.1 ASSOCIATION RECOGNITION	1
1.2 ADDITIONAL NEGOTIATIONS	1
Article II - Employee and Association Rights.....	1
2.1 RIGHT TO ORGANIZE	1
2.2 NONDISCRIMINATION	1
2.3 NOTICE OF BOARD MEETINGS AND AGENDA	1
2.4 RECEIPT OF BOARD MINUTES.....	1
2.5 BOARD MEETING AGENDA RECOMMENDATIONS	2
2.6 RECEIPT OF DISTRICT FINANCIAL STATEMENT AND BUDGET	2
2.7 ADVERSE CRITICISM.....	2
2.8 BOARD INTERVIEW CONCERNING EMPLOYEE CONTINUATION.....	2
2.9 EMPLOYEE DISCHARGE - RIGHT TO REPRESENTATION.....	2
2.10 EMPLOYEE PROTECTION	2
2.11 ACADEMIC FREEDOM.....	3
2.12 STAFF MEETINGS.....	3
2.13 WSEA MEETING.....	4
Article III - Employment Conditions	4
3.1 CERTIFICATION FOR POSITION	4
3.2 NOTIFICATION FOR CHANGES IN ASSIGNMENT	4
3.3 EXTRA-CURRICULAR ASSIGNMENTS AND DUTIES	4
3.4 OUTDOOR EDUCATION.....	4
3.5 NOTIFICATION OF VACANCIES AND NEWLY CREATED POSITIONS.....	5
3.6 APPLICATION FOR TRANSFER	5
3.7 SUMMER SCHOOL POSITIONS	5
3.8 TEACHER INPUT ON HIRING ASSISTANTS	5
3.9 TENURED STAFF UNSATISFACTORY AND NEEDS IMPROVEMENT RATINGS.....	5

3.10	REDUCTION IN FORCE	6
3.11	PARENT-TEACHER CONFERENCES	6
3.12	EMPLOYEE TIME	6
3.13	REQUIRED EVENING EVENTS	7
3.14	PLANNING TIME	7
3.15	NEWLY HIRED STAFF SUMMER PROFESSIONAL DEVELOPMENT	7
3.16	CURRICULUM COMMITTEES	8
3.17	INSTRUCTIONAL INTEGRATION COACH (IIC) AND CURRICULAR INTEGRATION COACH (CIC)	9
Article IV - Employee Compensation and Fringe Benefits		9
4.1	EXPERIENCE CREDIT	9
4.2	SALARY AND BENEFITS	9
4.3	RETIREMENT	9
4.4	PAYMENTS--SCHOOL NOT IN SESSION	10
4.5	SALARY PAYMENTS	10
4.6	PAYROLL DEDUCTIONS	10
4.7	SALARY INCREASES DUE TO COLLEGE DEGREE ADVANCEMENT	10
4.8	CREDIT OR SALARY INCREASE DUE TO PROFESSIONAL GROWTH CREDIT	11
4.9	NATIONAL BOARD CERTIFICATION	11
4.10	SPEECH/LANGUAGE PATHOLOGISTS	11
4.11	SUPPLEMENTAL PAY POSITIONS	11
4.12	SUPPLEMENTAL PAY SCHEDULE	12
4.13	LIFE INSURANCE	13
4.14	HOSPITALIZATION AND MAJOR MEDICAL	13
4.15	DENTAL INSURANCE	14
4.16	BOARD PAID PENSION CONTRIBUTIONS	14
4.17	TUITION PAYMENTS	14
4.18	CONFERENCES, SEMINARS, PROFESSIONAL MEETINGS	15
4.19	JURY DUTY	15
4.20	SALARY DUE NON-RETURNING EMPLOYEE	15
4.21	COMPENSATION FOR PROFESSIONAL DEVELOPMENT	16
Article V - Leave		16
5.1	GENERAL LEAVE PROVISIONS	16
5.2	FAMILY MEDICAL LEAVE	18

5.3	SICK/BEREAVEMENT LEAVE	18
5.4	PERSONAL LEAVE	19
5.5	PARENTAL LEAVE.....	19
5.6	ASSOCIATION LEAVE	20
5.7	CATASTROPHIC ILLNESS LEAVE.....	20
5.8	OTHER LEAVES.....	20
Article VI - Grievance		21
6.1	DEFINITION.....	21
6.2	PROCEDURES.....	21
6.3	ASSOCIATION PARTICIPATION--EMPLOYEE REPRESENTED.....	22
6.4	RIGHT TO GRIEVE WITHOUT REPRESENTATION.....	22
6.5	NOTIFICATION TO ASSOCIATION OF GRIEVANCE WHEN NOT REPRESENTED	22
6.6	BOARD-ADMINISTRATION COOPERATION	23
6.7	NO REPRISAL CLAUSE.....	23
6.8	RELEASE TIME	23
6.9	ARBITRATION REQUESTS	23
Article VII - Negotiations Procedure		23
7.1	AGREED UPON PROCEDURES	23
Article VIII - Effect of Agreement		23
8.1	COMPLETE UNDERSTANDING	23
8.2	INDIVIDUAL CONTRACTS.....	24
8.3	SAVING CLAUSE	24
8.4	TERMS OF THE AGREEMENT.....	24
APPENDIX A - Salary and Benefits		25
APPENDIX B - Entry Level Salary Matrix.....		27
APPENDIX C - Retirement.....		28
APPENDIX D – Supplemental Pay Schedule		31
APPENDIX E – Professional Growth Credit		34
APPLICATION FOR PROFESSIONAL GROWTH CREDIT		34
APPENDIX F - Family Medical Leave Act - Definitions and Conditions.....		36

Article I - Recognition

1.1 ASSOCIATION RECOGNITION

The Board of Education of School District 101, Cook County, Western Springs, Illinois, hereinafter referred to as the "Board," recognizes the Western Springs Education Association, hereinafter referred to as the "Association" affiliated with the Illinois Education Association and the National Education Association, as the sole negotiating agent for all regularly employed full-time and part-time certified personnel, hereinafter referred to as "employees."

1.2 ADDITIONAL NEGOTIATIONS

The Board agrees not to negotiate with any other employees' organization, individual employee, or group of employees, with regard to matters covered by this Agreement during the term of this Agreement.

Article II - Employee and Association Rights

2.1 RIGHT TO ORGANIZE

Employees shall have the right to organize, join and assist the Association, and to participate in professional negotiations with the Board through representatives of their own choosing. Employees shall also have the right to refrain from any or all such activities.

2.2 NONDISCRIMINATION

The Board shall not unlawfully discriminate against any employee.

2.3 NOTICE OF BOARD MEETINGS AND AGENDA

The President(s) of the Association or a designee shall be given advance written notice of any meeting of the Board, together with a copy of the agenda. Such written notification will be provided to the President(s) or designee via email or hard copy.

2.4 RECEIPT OF BOARD MINUTES

Copies of Board minutes, excluding closed session, shall be included in the Board Packet provided to the President(s) of the Association promptly after they have been approved by the Board.

2.5 BOARD MEETING AGENDA RECOMMENDATIONS

The Association or any employee, upon request by notifying the secretary of the Board on the Monday prior to the regularly scheduled Board meeting, shall be given opportunity to make recommendations to the Board with respect to any matter, but subject to rules of procedure established by the Board.

2.6 RECEIPT OF DISTRICT FINANCIAL STATEMENT AND BUDGET

The Association shall be provided, on request, all regularly and routinely prepared information concerning the financial condition of the school district, including the annual financial statement and adopted budget. In addition, the Board and the administration will grant reasonable requests for any other readily available and pertinent information that may be relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information.

2.7 ADVERSE CRITICISM

Matters of adverse criticism relating to supervisor-teacher, Board-teacher, parent-teacher, or teacher-teacher relationships shall not be discussed in the presence of students.

2.8 BOARD INTERVIEW CONCERNING EMPLOYEE CONTINUATION

When any employee is required to appear before the Board or any Board committee concerning the continuation of that employee's position of employment, the employee shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative present to advise him or her and represent him or her during such meeting or interview. The Board shall notify the employee of his or her right to representation under the provisions of this contract.

2.9 EMPLOYEE DISCHARGE - RIGHT TO REPRESENTATION

When the discharge of an employee is to be discussed as such with an administrative official, the employee shall have the right to be accompanied by a representative of the Association or other person of his choosing. This shall include sessions concerning the evaluation of the employee, which may or may not include a recommendation for dismissal, but shall be limited to sessions specifically designated for the purpose of considering dismissal.

2.10 EMPLOYEE PROTECTION

Any complaint deemed by any administrator or Board member to justify investigation and/or subsequent action of any nature shall be brought to the attention of the employee involved in a timely manner. When deemed appropriate by all parties

involved, employee-parent, employee-parent-administrator, and/or employee-Board-parent, meeting(s) may be scheduled. The employee or any of the parties included in the meeting(s) may at their option have representation as they desire at any of the meeting(s).

2.11 ACADEMIC FREEDOM

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights of the United States and the Constitution of the State of Illinois, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can be best transmitted in an atmosphere which is free from improper censorship and artificial restraints upon free inquiry and learning and in which academic freedom for employee and student is encouraged.

Employees shall have academic freedom in the district. Academic freedom shall mean that employees are free to utilize instructional pedagogies that are pertinent to the subject and grade level, are utilized within the outlines of appropriate course content and curriculum, and shall present all age-appropriate facets of controversial issues.

2.12 STAFF MEETINGS

All certified full-time and part-time staff of each building will meet:

- a. Late Arrival days shall be designated for the purposes of professional development. Principals may hold a 45-60 minute full staff meeting as part of Late Arrival days. The remaining time will then be used for reflection and/or work time for application of learning.
- b. Building meetings shall be designated for the purposes of sharing district and building information (to include but not limited to staff collaboration and idea sharing, building procedures, committee updates, testing protocols, technology updates, safety updates or procedures). Building meetings will be held no more than one (1) time per month August through June for a duration of up to thirty (30) minutes at the discretion of the principal. Building meeting dates for each school year will be established and communicated by September 1 of that year.
 - i. Building meetings for K-5 staff will be held no more than one (1) Wednesday a month beginning at 8:00 a.m.
 - ii. Building meetings for McClure staff will be held prior to the start of Institute Days (8:00-8:30 a.m.), embedded into Early Dismissal days, or will immediately follow the end of Professional Development on Late Arrival days.

A building staff may also request an additional building meeting should a topic of interest arise. Such a request should be made to the principal by a WSEA building representative.

2.13 WSEA MEETING

The Association will be allowed time on the opening institute agenda for a general membership meeting to conduct Association business and discuss contractual changes.

Article III - Employment Conditions

3.1 CERTIFICATION FOR POSITION

An employee shall not be required to teach outside the limits of his or her teaching certificate, unless it is by mutual consent and the necessary emergency approval has been secured from the State Board of Education.

3.2 NOTIFICATION FOR CHANGES IN ASSIGNMENT

An employee shall be given written notice of a change in his or her assignment for the forthcoming year no later than the last day of school. In the event changes in such assignment are proposed the employee affected shall be notified and consulted when a decision has been made. The employee shall be allowed to resign if he or she determines such change is not acceptable to him/her. The foregoing in no way limits the authority of the Board to make reassignments after the last day of school term occurring as a result of conditions which change subsequent to the last day of the school term. Any employee transferred involuntarily shall be consulted when a future vacancy occurs.

3.3 EXTRA-CURRICULAR ASSIGNMENTS AND DUTIES

Any paid extra-curricular assignments shall be assigned with the consent of the employee. However, if no employees consent, such duty shall for one (1) year become obligatory for the person best fitted to perform the duty as determined by the building principal. Further, such assignments shall be made on a building staff basis rather than on a district staff basis.

Any other duties, in addition to the normal teaching schedule, such as bus duty, door duty, patrols supervision, etc. shall be assigned by the building principal.

3.4 OUTDOOR EDUCATION

Outdoor Education stipends will be available for up to seventeen (17) members of the WSEA and the School District Nurse. Sixth grade staff will be expected to attend, if

needed, and McClure Administration will be allowed to assign other/additional staff, as necessary to ensure continuation of the program in a manner that maximizes student safety and supervision.

3.5 NOTIFICATION OF VACANCIES AND NEWLY CREATED POSITIONS

The Superintendent shall, as they occur, notice all vacancies and newly created positions for teacher, supervisory, administrative, and supplemental pay positions, for a minimum of seven (7) days. Such notice shall be accompanied by a statement of minimum qualifications and salary range. Any employees seeking current or future vacancies or promotion shall notify the Superintendent in writing.

3.6 APPLICATION FOR TRANSFER

Any employee may apply for a transfer within the District where a vacancy exists and for which the employee is qualified. Such application shall be in writing to the Superintendent with copies sent to all principals involved. An interview of the candidate shall be conducted by the principal. The principal(s) shall communicate his/her decision(s) to the requesting employee(s) and to the District 101 Superintendent.

3.7 SUMMER SCHOOL POSITIONS

Positions in the summer school program shall be filled, where possible, by regularly appointed qualified employees in the District who have indicated an intention to return the following school year. Biannually, the administration shall post the opening for the Summer School Director position in the fall. Administration shall conduct interviews and name the Summer School Director for the next two (2) years near the start of the calendar year, as practicable. The administration or Director shall determine the staffing for summer school positions. If there are no such qualified employees, the administration may select staffing from any other source.

3.8 TEACHER INPUT ON HIRING ASSISTANTS

Classroom teachers will be invited to provide input to their principals and/or supervisors on the hiring, retention or assignment of classroom assistants as is reasonable, given time and other considerations.

3.9 TENURED STAFF UNSATISFACTORY AND NEEDS IMPROVEMENT RATINGS

An unsatisfactory rating in one or more subcategories of the evaluation instrument shall result in an unsatisfactory summative rating. If a tenured staff member receives a Needs Improvement summative rating, the Tenured Teacher/Certified Professional Development Plan will go into effect.

3.10 REDUCTION IN FORCE

Reductions in force shall be conducted in compliance with Section 5/24-12 of the Illinois School Code.

3.11 PARENT-TEACHER CONFERENCES

There shall be two conference days. Conferences will take place on days when students are not in attendance.

All full-time and part-time staff shall be expected to be in attendance for the entire duration of Parent-Teacher Conferences.

If a staff member has sixty (60) scheduled parent-teacher conferences, the staff member shall have the option of release time prior to conferences to prepare or compensation for one (1) day's work (hourly contractual pay for 7.5 hours).

The Superintendent in conjunction with the WSEA President(s) shall consider the option of release time or compensation for one (1) day's work (hourly contractual pay for 7.5 hours) for staff members whose parent-teacher conferences load approaches sixty (60).

Kindergarten teachers with thirty-six (36) or more conferences scheduled shall be allotted up to one (1) release day for conferences with parents if needed, and compensated for one (1) day's work (hourly contractual pay for 7.5 hours) for conference preparations.

3.12 EMPLOYEE TIME

Employee Work Year

186 Days (including 5 emergency days)

Employee Work Day

7.5 hours (including a 30 minute duty-free lunch)

Employee Work Hours

Elementary Staff

8:15 a.m. to 3:45 p.m.

Wednesdays: 8:00 a.m. to 3:30 p.m.

Junior High Staff

8:00 a.m. to 3:30 p.m.

3.13 REQUIRED EVENING EVENTS

At the elementary level, all staff are required to participate in fall Meet the Staff/ Curriculum Night, two (2) days/evenings of Parent/Teacher Conferences (in November), and in the evening Spring Open House.

At McClure, all staff are required to participate in fall Meet the Staff, two (2) days/evenings of Parent/Teacher Conferences (in November), as well as 8th Grade Graduation, which takes place in the evening. McClure staff will also attend the following:

- 6th grade staff will attend 5th Grade Orientation.
- 8th grade staff will attend Awards Night.
- 7th grade staff may choose which of the above he/she will attend and inform administration.

Any teacher who has a 6th grade assignment is expected to attend 5th Grade Orientation Night.

3.14 PLANNING TIME

At the elementary level the special classes (art, music, computer, library and PE) are the designated planning times for the classroom teachers. All full-time non-classroom employees shall receive comparable individual planning time (345 minutes minimum per week, on average). Employees will have at least one (1) 30-minute segment of plan time within the instructional day.

In the rare event an employee is required to give up his/her planning time, he/she shall be compensated at the hourly rate of \$32 per hour or part thereof, or will be provided compensatory time as agreed upon by the employee and the requesting administrator.

3.15 NEWLY HIRED STAFF SUMMER PROFESSIONAL DEVELOPMENT

Pre Year 1: 3-5 Days of Training, Entry Experience Dependent

- Everyday Math Training-Chicago Area-Elementary only (*if made available and teacher is new to Everyday Math*)
- In-district New Staff Induction Training (*includes but is not limited to District Overview, Evaluation Growth Plan Training, Technology Training, Mentor/New Teacher Induction and Building-Specific Training*)

Between Years 1 and 2: 1½ - 2½ Days of Training in the summer

McClure

- PLC 2½ Days Training in Lincolnshire or
- Equivalent Alternate Proposal that Better Fits Teaching Assignment, Approved by Assistant Superintendent

Elementary

- 1½ Days of In-District Responsive Classroom Training or
- Equivalent Alternate Proposal that Better Fits Teaching Assignment, Approved by Assistant Superintendent

Between Years 2 – 3: Up to 2½ Days of Training in the summer

Elementary

- PLC 2½ Days Training in Lincolnshire or
- Equivalent Alternate Proposal that Better Fits Teaching Assignment, Approved by Assistant Superintendent

Attendance for the Newly-Hired Staff Summer Professional Development shall not be compensated, but staff members can apply for a Professional Growth Credit.

3.16 CURRICULUM COMMITTEES

Curriculum Committees serve the purpose of development, maintenance and oversight of our locally enacted curricula. When a curriculum committee is “on-cycle,” members will typically meet 8-10 times during the school day, over the course of two (2) school years, to survey, evaluate, develop, and revise existing curriculum, corresponding assessment materials, and resources. In this manner, Quarterly Curriculum Committee sessions serve as additional opportunities to work on this curriculum review cycle. When a curriculum committee is “off-cycle,” no release time is prioritized for this purpose. In this manner, Quarterly Curriculum Committee sessions serve the purpose of providing consistent intervals for oversight of the enacted curriculum. At quarterly meetings, members are provided time to discuss, come to consensus, and make minor revisions to the existing curriculum, corresponding assessment materials and resources. It is understood that committee sessions may feel more onerous to members when “on cycle” versus “off cycle.” This shared and rotated burden allows our teaching staff systemic voice and ownership, aligned to State requirements, of “what” is taught.

Each employee is required to participate once a quarter in curricular meetings from 3:45 - 5:45 p.m., dates to be determined at the beginning of each year. There will be no other district commitments on the scheduled meeting dates. Curricular Committees are: English Language Arts, Math, Science, Social Science, Fine Arts, Technology, Response to Intervention (RtI)→Multi-Tier System of Supports (MTSS), Reading Specialists, Learning Environment, and Enrichment. Through the life of this Agreement, committees may be added, removed, or revised as determined by District need.

Curriculum Committee participation earns each staff member one (1) PGU per year. If a staff member is in the Masters+30 lane he/she shall receive \$32/hour for up to eight (8) hours of Curriculum Committee time.

Should a staff member be absent from a Quarterly Curriculum Committee meeting, he/she will either be docked a half personal day or docked a half-day pay should a

personal day not be available. Staff earning of one (1) PGU or M+30 pay per Appendix E will not be negatively impacted.

Chairs and Co-Chairs will consult with the Assistant Superintendent to determine which other committees will be held outside of the 3:45 – 5:45 p.m. curriculum meeting time.

3.17 INSTRUCTIONAL INTEGRATION COACH (IIC) AND CURRICULAR INTEGRATION COACH (CIC).

- A. Instructional Integration Coaches will assume an IIC Chair position at the time they are employed as the IIC. If an IIC holds a curricular chair/co-chair position at the time of his/her IIC employment, he/she will vacate that position and the chair/co-chair position will be posted the following school year. Additionally, Instructional Integration Coaches will work up to fifteen (15) days during the summer and will be compensated at their per diem rate.

- B. Curriculum Integration Coach will not assume a chair/co-chair position unless he/she is already holding that position at the time he/she is employed as the CIC. A single staff member shall hold a CIC position no less than one (1) school year nor longer than two (2) consecutive school years dependent upon District needs. Additionally, the Curriculum Integration Coach will work up to fifteen (15) days during the summer and will be compensated at his/her per diem rate.

Article IV - Employee Compensation and Fringe Benefits

4.1 EXPERIENCE CREDIT

Subsequent to the effective date of this agreement, new employees may be awarded full credit for each year of teaching experience as a full-time certificated teacher as reflected on the Entry-Level Salary Matrix.

4.2 SALARY AND BENEFITS

Teacher salary and benefits shall be set forth in Appendix A, which is attached and incorporated in this agreement.

4.3 RETIREMENT

The Board recognizes the service of certified staff who are eligible to receive retirement pension benefits from the TRS through the Teacher Retirement Program established in Appendix C.

4.4 PAYMENTS--SCHOOL NOT IN SESSION

If a regular pay date falls on a day when school is not in session, employees shall receive payment as normally distributed. December pay checks will be adjusted to ensure twenty-six (26) paychecks within a calendar year.

4.5 SALARY PAYMENTS

Certified staff shall receive twenty-six (26) salary payments over the course of the school year. Supplemental pay earnings shall be distributed quarterly in the months of October, December, February, and April.

- Year-long stipends (ie: Curriculum Chairs, Lunchroom Supervisor, Team Leader, etc.) may be divided among the four (4) payout months or paid in one-lump sum in April.
- For stipend positions lasting part of the school year (ie: Basketball, Elementary Choir, Cheerleading, etc.), payment for staff shall be limited to one (1) of the quarterly payout options occurring after the stipend work has been completed.
- Staff shall be paid in April for stipend positions that are a spring sport/club/activity.
- When multiple stipend positions are held by a staff member, full-year positions may be paid over the four (4) quarterly payout months. Partial-year stipends shall be paid in the quarterly payment following their completion.

4.6 PAYROLL DEDUCTIONS

The Board will make available payroll deductions for professional Association dues, credit union contributions, personal annuity deductions, and other agreed upon items.

4.7 SALARY INCREASES DUE TO COLLEGE DEGREE ADVANCEMENT

In order to receive a salary increase due to college degree advancement, an official transcript must be filed in the Superintendent's office.

- A. Employees completing the MA degree prior to February 1 will receive the associated salary increase of \$4500, effective with the first pay period following February 1. Employees completing the MA degree after February 1 and prior to August 20 will receive a salary increase of \$4500 at the start of the following school year.
- B. Employees reaching any educational benchmark other than MA will receive the associated salary increase effective at the beginning of the next month.

4.8 CREDIT OR SALARY INCREASE DUE TO PROFESSIONAL GROWTH CREDIT

Professional Growth Credits are earned as defined by Appendix E for all staff not at the MA+30 benchmark. For staff participating in professional activities outlined in Appendix E, the following compensation practices shall be followed:

- A. For MA+30 staff members in the Retirement Track outlined in the Agreement effective 2014-15 through 2018-19, compensation shall be earned as outlined in Appendix E, Column 2.
- B. For MA+30 staff members in the Retirement Track outlined in the Agreement effective 2019-20 through 2023-24, no compensation shall be earned.
- C. For MA+30 staff members not in the Retirement Track, compensation shall be earned as outlined in Appendix E, Column 2.

Applications for Professional Growth credit must be submitted to the Superintendent's office no later than June 30 of the school year following an activity's completion date.

4.9 NATIONAL BOARD CERTIFICATION

Any staff member, upon receiving formal notification of successful attainment of National Board Certification shall receive a \$3000 (permanent) salary increase at the start of the following academic semester.

4.10 SPEECH/LANGUAGE PATHOLOGISTS

- A. Upon initial employment with the District, Speech/Language Pathologists shall be placed at the MA+15 benchmark in recognition that licensure standards for said positions require hours beyond the traditional MA degree.
- B. Any Speech/Language Pathologist employed by District 101 who has attained the ASHA Certification during the life of this contract and thereafter shall receive a \$1000 (permanent) salary increase at the start of the following academic semester.

4.11 SUPPLEMENTAL PAY POSITIONS

Supplemental pay positions are defined as assignments approved by the Board that are in addition to the normal work schedule and/or that exceed the normal work day. Any certified staff member may propose a new supplemental pay position.

- 1. The following steps will be followed when new positions are proposed:
 - a. A written proposal for the new position shall include (see example in Appendix D):

- i. Name of activity
 - ii. Minimum and maximum number of students
 - iii. An approximate timeframe (length of activity, meeting frequency, and contact time with students)
 - iv. Description of activities
 - v. Anticipated outcomes
 - b. The proposal shall be discussed thoroughly with the appropriate administrator under whose jurisdiction the activity will take place.
 - c. Once the proposal has been agreed upon by the staff member and the administrator, both parties will then make a recommendation to Staff Senate. Staff Senate will determine if this proposal shall be accepted as a pilot in the year it is presented. The dollar amount shall be based upon the frequency of the activity as well as existing compensation for similar positions.
 - d. At the end of the pilot year, a written/verbal evaluation of the activity will be conducted by the staff member and appropriate administrator. This evaluation will be presented to Staff Senate, which will vote whether or not to make this an on-going stipend position. If approved by Staff Senate, it will be formally added to the Supplemental Pay Schedule.
2. Proposed Changes
- a. Should the sponsor of a Supplemental Pay Position feel the existing activity needs to be changed (i.e. additional sponsor, increase in pay due to increased responsibilities or time with students), a proposal with evidence for the change shall be submitted to WSEA leadership. The proposal may then be brought by WSEA to Staff Senate for consideration and feedback.
3. Re-evaluation of Activities
- a. Every two (2) years, all Supplemental Pay Positions will be informally re-evaluated by Building Administration in conjunction with WSEA leadership to ensure activities and opportunities are available to all students.
 - b. Following any re-evaluation by WSEA leadership and Building Administration, any proposed changes agreed to by both will need to be approved by Staff Senate prior to implementation.

4.12 SUPPLEMENTAL PAY SCHEDULE

- A. The supplemental pay schedule shall be set forth in Appendix D, which is attached to, and incorporated in, this agreement.
- B. Curriculum Chairpersons and Associate Chairpersons will be selected through an application and interview process. Applicants will be selected for a two-year term. At the conclusion of the two-year term, incumbents may re-apply and other interested faculty members may also apply. If the Chairperson is from McClure Junior High School, the Associate Chairperson will be selected from one of the elementary buildings, and vice versa.

C. The Summer School Director will be selected through an application and interview process. Applicants will be selected for a two-year term. At the conclusion of the two-year term, the position will be posted; the incumbent Director may re-apply and other interested faculty members may also apply.

D. Band/Orchestra Supplemental Pay Positions

The following extracurricular positions related to the band and orchestra programs are included on the Supplemental Pay Schedule:

- Band Director
- Orchestra Director
- Pep Band
- Summer Band
- Summer Orchestra

Band Director duties shall be expected extensions of the Band Instructor's regular teaching schedule. Orchestra Director duties shall be expected extensions of the Orchestra Instructor's regular teaching schedule.

Adjustments made to either the band or orchestra teaching schedules, to include any duties covered by the supplemental pay schedule within the school day, must be agreed upon by the Association.

4.13 LIFE INSURANCE

A \$50,000 group life insurance policy shall be provided for each full-time certified employee with the cost of the entire premium paid by the Board.

4.14 HOSPITALIZATION AND MAJOR MEDICAL

Full-time employees may elect full hospitalization and major medical insurance for themselves and eligible dependents. The Board may select and/or change the plan carrier and/or method of providing coverage with the exception that the insurance plan must provide a PPO. The Board and the Association shall agree on the parameters for the specifications of the plan.

The Board shall pay mutually agreed upon premiums for each employee and eligible dependents with respect to hospitalization, surgical-medical, and major medical expenses. The Board will contribute ninety percent (90%) and the teacher will contribute ten percent (10%) of the cost of the single coverage premium. The Board will contribute sixty-five percent (65%) and the teacher will contribute thirty-five percent (35%) of the cost of the family (including employee + 1) coverage premium.

Children are covered until their 26th birthday, or such other age as may be required by applicable law in effect.

The Healthcare Committee will continue to monitor and make recommendations to ensure the best possible health care with fiscal responsibility. Should the aggregate renewal rate for the 2019-2020 (FY 2020) school year, or any subsequent school year covered by this contract agreement, increase by ten percent (10%) or greater, the Board shall have the right to institute a program change within Blue Cross Blue Shield that results in no more than an eight percent (8%) premium increase liability to the Board of Education.

All teachers eligible, but electing not to take either the single or family health insurance benefit, shall have the option to receive an annuity in the amount of one thousand dollars (\$1,000.00) annually. This annuity contribution shall be made by the Board one time each year in conjunction with the first pay period immediately following May 1. If an employee is on leave for more than ninety (90) days in any school year, the annuity will not be paid for that year.

It is understood and agreed that the Board will agree to medical insurance renewal for the 2019-2020 school year with the Blue Cross/Blue Shield under the same insurance program option and parameters as were in-force for the previous school year.

4.15 DENTAL INSURANCE

The Board shall pay the dollar amount equal to single coverage for each employee. Employees may elect coverage for family dependents at their own expense as per terms of the carrier who has been agreed upon by the Association and the Board.

4.16 BOARD PAID PENSION CONTRIBUTIONS

Staff members' required contribution to the Illinois Teachers' Retirement System shall be forwarded to the TRS by the Board.

4.17 TUITION PAYMENTS

The Board will, upon approval of the Superintendent, pay tuition for courses taken at a recognized college or university, as per the accompanying schedule. Payment shall cover tuition only. Employees desiring tuition payment shall complete the appropriate forms for such requests. Approval must be obtained prior to the start of the course if tuition reimbursement is to be granted. An individual staff member is eligible for up to \$1,500 of tuition reimbursement per fiscal year. Fiscal year for these purposes is defined as July 1 to June 30; the first session of any eligible course must begin during this time period. (For example, a course that first meets on June 28, 2019 is eligible for reimbursement in the 2019 fiscal year. A course that first meets on July 5, 2019 is eligible for reimbursement in the 2020 fiscal year.)

Requests for tuition payment are limited to courses aligned to professional growth in the field of Education and taken as part of an intentional sequence in a degree-bearing program.

Singular or stand-alone courses that enhance educational professional growth, but are not part of a degree-bearing program, are limited to reimbursement once per fiscal year.

If an employee drops out of a course or fails to receive a passing grade, the employee will reimburse the Board for the tuition fee.

Total tuition costs to the District shall not exceed \$15,000 per budget year.

4.18 CONFERENCES, SEMINARS, PROFESSIONAL MEETINGS

The Board may allow employees to be released from their regular duties without loss of pay or accrued leave to attend conferences, seminars, and professional meetings, etc. Said conferences, seminars and professional meetings, etc. must be approved in advance by the Superintendent. The above meetings must be in the employee's area of specialization or must have a direct relation to the employee's normal teaching duties or preparation for a new assignment in the school district. Allowable expenses for conferences, seminars, and professional meetings are at the discretion of the Superintendent, but should generally align to the following guidelines:

Transportation - The lowest direct rate via automobile, airline, or train.

Lodging - Maximum rate \$125 per night.

Meals - Maximum daily rate of \$50 per day or \$25 per single meal. Note: conference-sponsored meals will be reimbursed in full.

All requests for attendance and/or reimbursement of expenses related to professional travel must adhere to Board of Education Policy #3032, *School District Business Expense Policy*.

4.19 JURY DUTY

Employees, who lose time on days that they are scheduled to teach due to jury duty service or who are subpoenaed to testify in court on behalf of the District, shall suffer no loss of salary provided they give notice to the principal of the dates of their absences upon receipt of any notice of jury duty or said court appearance. Evidence of jury duty service shall be presented upon request.

4.20 SALARY DUE NON-RETURNING EMPLOYEE

Any balance in the Board's contractual salary due to an employee not returning to the District shall be paid within thirty (30) days after the last day of the school term, unless otherwise provided by the written consent of the employee.

4.21 COMPENSATION FOR PROFESSIONAL DEVELOPMENT

Staff Development Strands exist as additional, compensated professional development opportunities for certified staff members. The below groups will receive annual compensation and credit as members/participants of the following:

- District Leadership Team (DLT) *This strategic learning team serves the purpose of steering and supporting continuous improvement in teaching/learning (the “how”).*
- Digital Innovators (DI) *This strategic learning team serves the purpose of steering and supporting continuous improvement in the area of digital literacy and classroom integration.*
- Instructional Integration Coach (IIC) Partnership A *This operational learning partnership represents the most intensive form of elective coaching available and serves the purpose of providing differentiated support for instructional improvement.*

Additional strand sessions may be offered through coordination with the Assistant Superintendent.

Employees may also present a Strand. Staff who present a Strand will receive one (1) PGU for planning and one (1) PGU for presenting. Employees who are in the Master’s +30 lane will receive six (6) hours of planning at \$32 per hour and will be paid \$32 per hour for presenting. If the same course is offered twice or more, the employee will be paid for (2) two hours of planning and for the number of hours presenting. Employees entering the Retirement track under this Agreement may participate, but cannot receive compensation.

Article V - Leave

5.1 GENERAL LEAVE PROVISIONS

- 1) Leave eligibility for all employees shall be determined by law and/or within the provisions of this Agreement. Additionally, an employee is required to state his/her intention to return to the District in order to qualify for a leave.
- 2) Proper application must be made through the Principal to the Superintendent. It is recommended that applicants request an appointment with the Administrative Assistant to the Superintendent prior to making a formal leave request.
- 3) The leave must receive prior approval from the Superintendent and, if longer than two (2) weeks, the Board of Education.

- 4) The use of allocated sick leave days, unless prohibited by the provisions below, shall result in an employee's daily salary rate being paid to the employee.
- 5) An employee granted leave may make arrangements to continue group insurance coverage, subject to the insurance policies issued thereunder.
 - a) An employee, on an approved leave of twelve (12) weeks or less, may continue his/her current level of insurance coverage at the then-current employee cost.
 - b) An employee, on an approved leave greater than twelve (12) weeks, may continue his/her insurance coverage at the total cost of the insurance (District and employee portions) beginning with the first day of the thirteenth week of leave.
- 6) An employee granted approved leave may apply sick days to continue to receive salary.
 - a) An employee, on an approved leave of twelve (12) weeks or less who does not apply sick days, will not receive salary payments but will continue his/her current level of insurance coverage at no additional cost.
 - b) An employee, on an approved leave of twelve (12) weeks or less who does apply sick days, will receive salary payments and will continue his/her current level of insurance coverage at no additional cost.
 - c) An employee, on an approved leave greater than twelve (12) weeks, who does apply sick days, will continue to receive salary but will continue his/her insurance at the total cost (District and Employee portions) beginning with the first day of the thirteenth week of leave.
- 7) A tenured employee shall not lose his/her tenure because of absence while on an approved leave. Likewise the tenure status of an employee shall not be affected by virtue of his or her induction for military duty in any branch of the armed forces of the United States.

A non-tenured employee taking a leave that is twelve (12) weeks or less, shall experience no interruption to his/her tenure track as long as the teacher actually teaches or is otherwise present and participating in the District's educational program for 120 work days or more the school year in which the leave is taken.

A non-tenured employee taking a leave that is more than twelve (12) weeks shall experience no interruption to his/her tenure track as long as the teacher actually teaches or is otherwise present and participating in the District's educational program for 120 work days or more the following school year.

Any leave that results in an interruption to the tenure track shall require the teacher to start the tenure process anew.

- 8) An employee on leave, whether paid or unpaid, shall not fulfill any duties (such as supplemental pay positions) for which the employee would receive compensation from the District, with the following exceptions:
 - a) No other qualified WSEA member is willing to assume the vacant position.
 - b) It is mutually agreed by the Superintendent and WSEA President(s) that such an assignment would be beneficial to the employee and is in the best interest of the students affected.
- 9) An employee on leave of absence shall notify the Superintendent, in writing, by February 15 of her/his desire to return to employment the following school year. If the leave is for the first half of the school year only, the employee shall notify the Superintendent by October 15 of her/his intention to return at the beginning of the second semester.
- 10) All accumulated benefits and rights of employment shall be retained upon return.
- 11) A tenured employee will be guaranteed a full-time position in the District for which he/she is certified with no loss of seniority. If an employee is on approved leave for more than twelve (12) weeks in a given school year, seniority will not be given for that year. Seniority will be earned as long as the teacher actually teaches or is otherwise present and participating in the District's educational program for 120 work days or more.
- 12) Flexibility in granting leaves of absence is encouraged. Any leave arrangements that are not covered by the provisions of this Article shall be reviewed by the Superintendent and WSEA President(s) for mutual agreement.

5.2 FAMILY MEDICAL LEAVE

Employees shall be entitled to leave in accordance with the Family Medical Leave Act of 1993, Public Law 103-3 (FMLA – See Appendix F for the definitions and conditions of the Family Medical Leave Act (FMLA)).

5.3 SICK/BEREAVEMENT LEAVE

Each full-time employee shall be entitled to a total of fifteen (15) sick leave days per school term without loss of pay. Part-time employees shall be entitled to ten (10) prorated sick leave days per term without the loss of pay. Sick leave shall be interpreted to mean personal illness, both emotional and physical well-being, quarantined at home, or illness or death in the immediate family or household. The immediate family shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, uncles, aunts, and legal guardians. A statement, from the employee's doctor or a doctor of the Board's choice, may be required by the administration to establish eligibility for sick leave.

If an employee needs additional sick leave days, and has none accumulated from previous years, the leave will be considered on an individual basis. Additional leave may be granted at the discretion of the Superintendent and the Board. With approval, an employee may borrow from his/her sick leave days for the following school year. However, if the employee leaves the District, the employee will reimburse the District for the additional borrowed days at the current per diem rate of the employee's salary.

5.4 PERSONAL LEAVE

Each full-time tenured employee shall be allowed, without deduction of pay, three (3) days annually of non-cumulative personal leave.

Each full-time non-tenured employee shall be allowed, without deduction of pay, two (2) days annually of personal leave which may accumulate to three (3) days.

Each part-time employee shall be allowed, without deduction of pay, two (2) days prorated annually of non-cumulative personal leave.

The following provisions apply to personal leave:

- 1) The use of personal leave shall be limited to matters that cannot be scheduled during non-school hours.
- 2) Except in the case of an emergency, five (5) school days advance written notice of the necessity for personal leave shall be submitted to the building Principal and the Superintendent.
- 3) Personal leave days will not be granted on the day before or the day after vacation periods, legal holidays, during the first five (5) days of the school year for teachers, or for two (2) consecutive days, unless the leave is for a recognized religious holiday or unusual circumstances approved by the building Principal and the Superintendent. Use of personal leave days that extend spring/winter break or that result in extended days away from the District shall be considered only in "once in a lifetime" types of situations.
- 4) Each one-half personal leave day not used by the end of the year shall be credited as one-half sick day each at the beginning of the year immediately following.

5.5 PARENTAL LEAVE

An employee may be granted a parental leave of absence of thirty (30) work days for the birth or adoption of a child. Any or all of these days shall be paid leave days if the employee chooses to apply available sick days. Parental Leave may be used concurrently with FMLA, but the total leave cannot exceed a period of twelve (12) weeks. Requests for Parental Leave should be sent to the Superintendent forty-five (45) days prior to the anticipated date of the birth or adoption. At the employee's discretion,

this leave may be unpaid or paid, in whole or part, by use of his/her accumulated sick leave.

The maximum length of the leave may be for the remainder of the semester in which the birth or adoption takes place, plus one (1) additional calendar year.

Spouses employed by the District are limited to a combined total of twelve (12) work weeks of family leave when leave is taken for the following reasons:

- a) Birth and care of a child
- b) Placement of a child for adoption or foster care, and to care for the newly placed child; or
- c) To care for an employee's parent who has a serious health condition.

Where both spouses use a portion of the total twelve (12) week FMLA leave for one (1) of the reasons listed above, both spouses are each entitled to the difference between the amount of leave he or she has taken individually and twelve (12) weeks for FMLA for other purposes. For example, if each spouse has taken six (6) weeks of leave to care for a healthy newborn child, each could use an additional six (6) weeks of FMLA leave due to his or her own serious health condition or to care for a child with a serious health condition. This limitation for spouses employed by the District only applies to the above reasons for taking leave.

5.6 ASSOCIATION LEAVE

In the event that the Association desires to send representatives to local, state, or national conferences or other business pertinent to Association affairs, their representative shall be excused without loss of pay.

5.7 CATASTROPHIC ILLNESS LEAVE

In the event a bargaining unit member has a catastrophic illness and has exhausted his/her accumulated sick leave, he/she may request additional sick leave days from his/her colleagues up to the maximum of forty-five (45) days. The first five (5) days following the exhaustion of one's own personal sick days will be unpaid leave. The number of days allotted shall be based on a physician's verification. The request, which may include requirement of verification from a physician will be sent to, reviewed by, and jointly approved by the Superintendent and President(s) of WSEA. Each bargaining unit member may donate one day per request.

5.8 OTHER LEAVES

A leave of absence without pay and fringe benefits, subject to the conditions set by the Board, of up to two (2) years may be granted to any tenured employee, upon application, for the purpose of participation in:

- a) Exchange teaching programs in other states, territories, or countries.

- b) Foreign or military teaching programs.
- c) Peace Corps, Teacher Corps, Job Corps as a full-time participant.
- d) Cultural travel or work programs or leaves for the purpose of advanced study related to professional responsibilities.
- e) Education Association or National Education Association, or an officer or staff member of any other educational or professional organization.

Leave may also be granted when a “once in a lifetime” event occurs, or when the event is of great personal concern to the employee

Article VI - Grievance

6.1 DEFINITION

Any claim by the Association or an employee that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement shall be a grievance.

6.2 PROCEDURES

The parties hereto acknowledge that it is usually most desirable for an employee's and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

- a) The filing of the grievance at the first step must be within a reasonable length of time, but not to exceed ten (10) school days from the date of the occurrence of the event giving rise to the grievance. The written grievance should state the nature of the grievance, should note the specific clause or clauses of the Agreement allegedly violated, and should state the remedy requested.
- b) The grievant shall file the grievance in writing with the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) school days after the receipt of the grievance. The Association representative, whether requested by the grievant or not, the grievant, and the immediately involved supervisor may be present for the meeting. Within ten (10) school days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decisions.
- c) If the grievance is not resolved in step one, then the grievant may refer the grievance to the Superintendent or the Superintendent's official designee within

ten (10) school days after the step one response or within ten (10) school days after the step one meeting, whichever is the later. The Superintendent shall arrange with the grievant for a meeting to take place within ten (10) school days of the Superintendent's receipt of the appeal. Each party shall have the right to include in the representation such witnesses and counselors as it deems necessary. Within ten (10) school days of the meeting, the grievant and the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

- d) If the grievance is not resolved in step two, then the grievant may refer the grievance to the Board. The grievance is to be filed with the secretary of the Board within a reasonable length of time after receipt of the response in step two, but not to exceed twenty (20) school days of the answer received in step two. The grievance shall be placed on the agenda for presentation by the Association at the next regularly scheduled Board meeting in Closed Session. Within ten (10) school days of the meeting, the grievant and the Association shall be provided with the Board's written response, including the reasons for the decision.
- e) If the Association is not satisfied with the disposition of the grievance at step three, the Association may submit the grievance to final and binding arbitration within thirty (30) days to the American Arbitration Association which shall act as the administrator of the proceedings.

6.3 ASSOCIATION PARTICIPATION--EMPLOYEE REPRESENTED

The Board acknowledges the right of the Association's representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance in the absence of a representative of his or her choice.

6.4 RIGHT TO GRIEVE WITHOUT REPRESENTATION

Every employee covered by this Agreement shall have the right to present a grievance in accordance with these procedures, either with or without representation. The Association, whether representing the employee or not, has a right to be present during the formal presentation and discussion. Nothing contained in this article or elsewhere in this agreement shall be construed to prevent any individual employee from discussing a problem with the administration.

6.5 NOTIFICATION TO ASSOCIATION OF GRIEVANCE WHEN NOT REPRESENTED

In the event an individual files a grievance, the Association has the right to be part of the procedure on behalf of the collective bargaining Agreement. Any resolution to a grievance must be satisfactory to the Association.

6.6 BOARD-ADMINISTRATION COOPERATION

The Board and the administration shall cooperate with the Association in its investigation of any grievance.

6.7 NO REPRISAL CLAUSE

No reprisal shall be taken by the Board or the administration against any employee because of the employee's participation in a grievance.

6.8 RELEASE TIME

Should the investigation or processing of any grievance require that an employee or an Association representative be released from their regular assignment, the employee or Association representative shall be released without loss of pay or benefits upon mutual agreement of both parties.

6.9 ARBITRATION REQUESTS

The Association or the Board has the authority to take grievances to arbitration.

Article VII - Negotiations Procedure

7.1 AGREED UPON PROCEDURES

The Board and Association agree to negotiate in conformity with and subject to the Illinois Education Labor Relations Act.

Article VIII - Effect of Agreement

8.1 COMPLETE UNDERSTANDING

The parties acknowledge that they have entered into this Agreement after having full opportunity to make all those proposals each deemed appropriate. This Agreement constitutes the full and complete understanding between the parties and supersedes and cancels all previous agreements written or oral.

8.2 INDIVIDUAL CONTRACTS

Individual contracts or employment agreements shall not be inconsistent with the terms and conditions of this Agreement.

8.3 SAVING CLAUSE

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

8.4 TERMS OF THE AGREEMENT

This Agreement shall become effective as of July 1, 2019 and shall continue in effect until June 30, 2024 and shall continue in effect from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the termination date it wishes to modify, change, amend, or terminate this Agreement.

The Association agrees not to strike, or engage in, or support, or encourage any concerted refusal to render full and complete services to the District, or to engage in, or support any activity whatsoever which would disrupt in any manner the operations of the school for the duration of the contract.

This Agreement constitutes a full and complete settlement of all issues between the Board, the Association, and the employees.

This agreement is signed as of the _____ day of _____,
_____.

Western Springs Education
Association
School District 101

Board of Education
Western Springs
School District 101

APPENDIX A - Salary and Benefits

Salary

For the duration of this Agreement, the Board shall provide salary increases as follows:

- Each employee's base salary will be increased by 3.5% in each year of the contract.
- Additionally, each employee's base salary will be increased by between 0% and 1.0% annually, based on achievement of the Pay For Performance goals below.
- Each BA benchmark will be \$600
- MA attainment will be \$4500
- Each benchmark beyond MA will be \$625.
- Employees will receive a Service Credit increase of \$500 upon completion of 5, 10, 15, 20 and 25 years of service to District 101. Such increases will be added to each employee's base salary before computing the percentage increase. Employees entering the retirement track, under the parameters of this Agreement, will not receive a service credit if the increase will result in the District incurring a penalty.
- Employees placed on a formal remediation plan will not receive a salary increase in the upcoming school year.

Benefits

For the duration of this Agreement, the Board shall provide benefits as follows:

- 100% of single dental premium.
- \$50,000 term life insurance policy.
- 90% of single (PPO or HMO) health insurance premium.
- 65% of family (PPO, HMO, or E+1) health insurance premium.
- \$1,000 annual annuity for full time teachers electing not to access any health insurance option.

Pay For Performance

Pay For Performance Committee Philosophy Statement

In a district that is committed to providing an environment where all children thrive, each and every adult in the Western Springs school community contributes to, and is responsible for, the academic and social emotional growth and achievement of each student. The success of District 101 is ultimately defined by the success of our students. Consistent with this belief, performance based pay will reward excellence in teaching and learning as measured by student growth and achievement.

Academic Performance

+0.5%

Top Ten IL District via Advantage Analytics Ranking = +.25%
Top Twenty-Five in IL via Advantage Analytics Ranking = +.25%

Center of the Wheel (COW)

+0.25%

2019 - 2020	DLT will create a COW implementation plan and assessment component.
2020 - 2021	DLT will pilot the COW implementation plan and assessment component, and will communicate future utilization plans to the full staff.
2021 - 2022 thru 2023-2024	Staff will implement and assess as created by DLT and approved by Superintendent and WSEA Co-Presidents.

Learning Environment Performance

+0.25%

For Safety, a benchmark of 98% of students responding positively = +0.125%

Safety

- *(Grades 1-2: Question #17) "Do you feel safe at school?"
- *(Grades 3-5: Question #17) "Do you feel safe at school?"
- *(Grades 6-8: Question #20) "Do you feel safe at school?"

For Sense of Belonging, a benchmark of 98% of students responding positively = +0.125%

Sense of Belonging

- *(Grades 1-2: Question #7 & Grades 3-5: #7)--"Is there a grown-up at school you can talk to if you have a problem?"
- *(Grades 6-8: Q #7)--"Is there an adult at school you can talk to if you have problems (friends, social, home, school)?"
- *(Grades 1-8: Question #4)--"Do you have friend(s) at school?"
- *(Grades 1-8: Question #5)--"My teachers make me feel my schoolwork is important."
- *(Grades 1-5: Q #6)--"My school helps me become a better learner."
- *(Grades 6-8: Q #6)--"My school is committed to building the strengths of each student."

Total Annual Range of Performance-Based Pay

+0.0 to +1.0%

APPENDIX B - Entry Level Salary Matrix

	ENTRY-LEVEL SALARY MATRIX - 2019-20 thru 2023-24								
YEARS OF EXPERIENCE	BA	BA + 7.5	BA + 15	BA + 22.5	MA	MA +7.5	MA + 15	MA +22.5	MA + 30
<i>0 - 3 years</i>	\$43,000	\$43,000	\$43,000	\$43,000	\$47,800	\$47,800	\$47,800	\$47,800	\$47,800
<i>4 - 6 years</i>	\$46,000	\$46,000	\$46,000	\$46,000	\$50,800	\$50,800	\$50,800	\$50,800	\$50,800
<i>7 - 9 years</i>	\$48,000	\$48,000	\$48,000	\$48,000	\$52,800	\$52,800	\$52,800	\$52,800	\$52,800
<i>10 - 14 years</i>	\$48,000	\$48,000	\$48,000	\$48,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
<i>15 - 20 years</i>	\$48,000	\$48,000	\$48,000	\$48,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000

Alternative Starting Salary

The Board of Education may opt to adjust the starting salary of a new hire to the District, resulting in a starting salary amount other than that outlined in the Entry Level Salary Matrix. The use of this option must be approved by the WSEA President(s) prior to the hiring of the candidate.

APPENDIX C - Retirement

Teacher Retirement Program

Prior to any decision to retire from District 101, it is strongly recommended that the employee makes an appointment with TRS to explore all of his/her retirement options.

1. Eligibility

A retirement program shall be available for the full-time and part-time certified staff who meet all the following eligibility criteria:

- a. Possess a minimum of eight (8) years of service in District 101; and qualify for a discounted or non-discounted TRS annuity under the following parameters:

Years of Service in TRS

Age

10	60 or older (non-discounted annuity)
20	55 or older (discounted annuity)
35	55 or older (non-discounted annuity)*

** If the individual is eligible to receive a retirement annuity of at least 74.6 percent of the final average salary and will reach age 55 between July 1 and Dec. 31, the certified staff is considered to have attained age 55 on the preceding June 1.*

- b. Submit an irrevocable Letter of Intent to Retire to the Board of Education, no later than August 31 five (5) school years prior to the staff member's intent to retire (ie. If the employee submits the letter on August 31, 2019 with the intent to retire at the end of the 2024 school year, the individual will receive benefits starting in the 2019-2020 school year. This letter shall set forth a desired retirement date at the end of a school year not later than June 30, 2029. Employees choosing to give notice four (4) years prior to the individual's final school year prior to retirement, will receive an adjusted benefit as specified below.

2. Benefit

a. Creditable Earnings Increase

As a voluntary retirement benefit for certified staff who qualify as provided above, the Board of Education agrees to place the individual on the retirement track and increase the staff member's creditable earnings in the following manner in lieu of any other raises or any other creditable earning increases the employee may otherwise be entitled to receive:

- i. Year 1- Increase the employee's prior year's creditable earnings by 6%
- ii. Year 2- Increase the employee's prior year's creditable earnings by 3%
- iii. Year 3- Increase the employee's prior year's creditable earnings by 3%

- iv. Year 4- Increase the employee's prior year's creditable earnings by 3%
- v. Year 5- Increase the employee's prior year's creditable earnings by 3%

Employees choosing to give notice four (4) years prior to the individual's final school year prior to retirement shall be entitled to a 3% creditable earnings increase each year in lieu of any other raises or any other creditable earnings increases the employee may otherwise be entitled to receive.

b. Post-Retirement Lump Sum Bonus

A post-retirement lump sum payment shall be paid to all certified staff who qualify as provided above. The amount of this payment shall be equivalent to .6% of the employee's final salary for each year of service to District 101. Such bonus will be paid in one lump sum within thirty (30) days after July 1st of the year of retirement.

- i. Should an employee who is previously approved under the five-year Retirement Program choose to not fulfill this five-year commitment and retire prior to this fifth year, she/he shall forfeit the entirety of her/his Post-Retirement Lump Sum Bonus.

3. Limitations

- a. No provisions of this Appendix shall result in a TRS "penalty" being levied against the District. Should circumstances arise during application of this Appendix that will result in a penalty situation, the issue shall be rectified through mutual agreement of the Board and Association.
- b. If after submitting an irrevocable Letter of Intent to Retire:
 - i. The certified staff member resigns from duties for which he/she was paid a stipend or additional compensation in the previous year, the individual's creditable earning will be recalculated accordingly, reducing total creditable earnings by the stipend amount plus earned annual increases. (For example, if an employee entering the Retirement Track performed lunch duty for \$3,573 six years prior to retirement, and she/he chooses to stop doing lunch duty three (3) years into her/his retirement track, her/his creditable earnings would be reduced by \$4,018, since this amount reflects the compounded impact of this stipend towards her/his total creditable earnings). If the opportunity arises, the staff member will be given the choice to substitute that stipend or compensation for an equivalently compensated alternative stipend or compensation.
 - ii. The certified staff member is asked to perform a duty for which he/she has not been previously compensated (i.e. in-house sub coverage or lab duty) due to a professional need, he/she will fulfill the request without expectation of additional compensation. It is mutually understood that requests of this kind will be reasonable and infrequent.
 - iii. The certified staff member encounters a new stipend duty opportunity, he/she will not be obligated to perform the duty, but may choose to do so voluntarily without additional compensation.

- iv. The certified staff member is involuntarily removed from duties for which he/she was paid a stipend or additional compensation in the previous year, the individual's creditable earnings will be maintained without adjustment.
- c. After submitting an irrevocable Letter of Intent to Retire, a certified staff member is expected to continue all of the duties (i.e. lab duty, in-house sub coverage, lunch duty, extracurricular activities, etc.) for which he/she was previously compensated.
- d. In the event that the employee experiences a life-changing event such as the death or serious illness of the employee/employee's spouse/employee's child, divorce, etc., the employee may submit a letter to the Board of Education to extend his/her employment for one (1) year at the same salary he/she was receiving at his/her last year in the retirement track.
- e. If legislation is enacted or administrative rules or interpretations adopted during the life of this Agreement that affect the Board's obligations or employee rights under any of the benefits set forth in this section, the parties agree to meet within thirty (30) days of any such event to discuss options.

APPENDIX D – Supplemental Pay Schedule

Supplemental Pay Schedule (2019-20 thru 2023-24)

Position	Stipend Amount	Position	Stipend Amount
Boys Basketball 7 (2)	\$4,010	LPDC Chair	\$2,000
Boys Basketball 8 (2)	\$4,010	Intramurals (5-way split) (5)	\$500 each
Girls Basketball 7 (2)	\$4,010	Band Director	\$5,400
Girls Basketball 8 (2)	\$4,010	Elementary Assistant Band Director	\$1,650
Girls Softball 7	\$2,673	Orchestra Director	\$4,000
Girls Softball 8	\$2,673	Pep Band	\$1,559
Boys Softball 7	\$2,673	Summer Orchestra	\$1,500
Boys Softball 8	\$2,673	Summer Band	\$1,500
Boys Volleyball 7	\$3,400	Slide Show Club	\$1700
Boys Volleyball 8	\$3,400	Environmental Club (Elem) (3)	\$500
Girls Volleyball 7	\$3,400	Chess/Game (All) (4)	\$1,292
Girls Volleyball 8	\$3,400	Club Amigos (Elem) (3)	\$500
Cross Country (3)	\$2,406	Running Club/GOTR (Elem) (3)	\$1,200
Cheerleading/Dance Team (3)	\$3,089	Fall Play (2)	\$1,350
Soccer (2)	\$2,406	Writing Club (4)	\$540
Student Council 36 (MC) (2)	\$3,000	Newspaper MC	\$1,450
Student Council 18 (Elem) (6 - 2 per building)	\$900	Newspaper (Elem) (3)	\$725
PACT - Art Club	\$2,005	Asst Principal/Head Teacher (Elem) (3)	\$3,750/\$3000
Tech Club (after school)	\$1,450	Speech and Drama	\$2,484
Tech Club (during lunch)	\$856	McActivists (2)	\$986
Yearbook	\$2,228	Team Leader 6/7/8 (3)	\$4,408
Musical - Drama	\$3,500	Lunch Room MC (9)	\$3,573
Musical - Director	\$4,500	Lunch Room Elem (2 per bldg = 6)	\$3,573
Elementary Choir	\$2,000	Lego Club for Grades 1 & 2 (3)	\$405
Choral Director (MC)	\$3,000	Book Club (MC)	\$810
Math Club Coach 4/5 (3)	\$1,292	DIY	\$918

Math Club Coach 6	\$1,292	Debate Club (1)	\$1000
Math Club Coach 7/8	\$1,292	Pink Ladies MC	\$1,800
Math Club Competition Coord.	\$891	McClure Avengers Group	\$2,500
Science Fair Coach (4)	\$750	McClure Science Club (2)	\$300
Animal Avengers (2)	\$1,020	McClure History Bee Sponsor	\$1,260
McClure Athletic Director	\$3,000	Coding Club	\$525 (3rd grade lunch) \$960 (4th & 5th grade lunch) \$1,500 (3rd-5th after school)
District Science Fair Coordinator	\$1,200		
Curriculum Chairs (ELA, Writing, Math, Science, Social Sci, Tech, Fine Arts, Learning Environment, Instructional Coach)			\$2,750
Associate Curriculum Chair (ELA, Writing, Math, Science, Social Science)			\$2,250
Summer School Director (Academic, Enrichment, & Bridge Coordinator)			\$5000* *+\$100 each year of the role (effective Summer 2019)
Summer School Academic Teacher			\$1800*
Elective Academic Teacher			\$35/hour
Bridge Teacher (4)			\$700
FUSION (4 Elem)			\$3,600
FUSION (2 MC)			\$1,920
Mentor			\$500/yr. - 2 yrs.
	Scorebook MC	\$30 per game	
	Scorekeeper MC	\$30 per game	
	Outdoor Education	\$450 per night (\$900 total)	
	Outdoor Education Coordinator	\$1000 (currently the 6th grade team leader, but doesn't necessarily need to be)	
Note: Stipends in blue print are pilot programs, although stipend amounts are full (100%) of expected \$ amt.			

WRITTEN PROPOSAL EXAMPLES:

Position: Elementary Choir		
Minimum # of Students: 10	Maximum # of Students: 125	
Meeting frequency: 1/week, at recess - 3 schools	Length of activity: Jan-May	Hours: approx. 25, plus outside district performances
Description of club activities: Rehearse for end of year concert & other performances. (varies by year and opportunity)		
Anticipated Outcomes: Spring Concert, Outside of district performances, clinics		

Position: Mentor		
Meeting frequency: Monthly	Length of activity: Full Year	Hours: approx. 20
Description of club activities: Mentor Responsibilities (see page 2 for quick list)		
Anticipated Outcomes:		

Position: Fusion Coach		
Minimum # of Students: 10	Maximum # of Students: 60	
Meeting frequency: 1/week, (Wed) for 2 hours after school	Length of activity:	Hours: approx. 100
Description of club activities: 3, 8-week sessions where students engaged in hands-on STEM based activities and projects that focus on engineering and design along with math concepts.		
Anticipated Outcomes: Student's projects at the end of each module.		

APPENDIX E – Professional Growth Credit

APPLICATION FOR PROFESSIONAL GROWTH CREDIT

Date _____ Name _____

Date(s) of Activity(s) _____

Professional Activity(s) _____

Total PG Credit(s) Submitted _____ Date Returned to Applicant _____

Principal Approval _____	Date _____	Superintendent Approval _____	Date _____
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Each staff member has the option to use Professional Growth units to reach educational benchmarks in addition to graduate work. Each professional growth unit (PGU) is equivalent to one graduate hour.

Professional growth credit will be granted for:	PGU	*MA +30
1. Participation as member of Senate (2-year term) Enter 2-year term: _____	1.0	8 hrs.
2. Supervising teacher - student teacher (limited to 1/year) 16 weeks Supervising teacher - pre-clinical student/student teacher 8 weeks	0.5 0.25	4 hrs. 2 hrs.
3. Supervisor - Lyons Township High School Teaching Intern	0.25 per semester	2 hrs. per semester
4. Participation as a member of a Building Leadership Team (BLT)	0.5	4 hrs.
5. Participation as a member of the District Leadership Team (DLT)	0.5	4 hrs.
6. Participation as a member of the Digital Innovators (DI)	0.5	4 hrs.
7. Participation in township workshop or articulation meetings, held after school, that are not part of the regular in-service program (limited to 1 per year)	0.25	2 hrs.
8. Attendance at professional meetings and/or conferences other than those required (limited to 1 per year)	0.25	2 hrs.
9. Publication of article(s) in professional journals (limited to 1 per year)	1.0	8 hrs.
10. Speeches on professional topics to outside groups (limited to 1/year) <i>Must be approved in advance by Superintendent and WSEA.</i>	0.5	4 hrs.

11. In-service presentation to District staff as part of an approved Institute Day (ie. Tech Day) <i>Must be approved in advance by Superintendent and WSEA.</i>	0.5	4 hrs.
12. Recipient of state or nationally recognized professional award (1/year) <i>Must be approved by Superintendent and WSEA.</i>	0.25	2 hrs.
13. Curriculum committee participation (1-year term). Please list committee name(s):	1.0	8 hrs.
14. Planning and Teaching a Strand Offering Outside of the School Day <i>Must be approved in advance by Superintendent and WSEA.</i>	2.0	16 hrs.
15. Other (within discretion of the principal and administration)		
Total PG Credits Awarded		

Documentation in the form of a report, satisfactory in form and content to the administration, must accompany an Application for PGC. PGC Application must be submitted no later than May 30th of the year following completion of activity, but it is strongly encouraged to submit the Application the year the activity is completed.

*Applies to staff at MA+30 who are not in the retirement track. Staff at MA + 30 must attach a [timesheet](#) to this document.

APPENDIX F - Family Medical Leave Act - Definitions and Conditions

Teachers are entitled to leave according to the terms of the Family Medical Leave Act subject to the following provisions:

1. Definitions as used in this Section:

- a. "Eligible teacher" means a teacher who has been employed with the District for at least twelve (12) months (the twelve months need not be consecutive) and has at least 1,250 hours of service with the District during the twelve (12) months which precede the period of the requested leave.
- b. The term "academic terms" means that portion of the school year, July 1 to the following June 30, when school is in session.
- c. The term "serious health condition" means illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuous treatment by a healthcare provider.
- d. The term "equivalent position" shall mean a position that is virtually identical to the employee's former position in terms of pay, benefits and working conditions, including privileges, perquisites and status.
- e. Other terms shall be defined as defined in the Family and Medical Leave Act and rules and regulations as promulgated by the United States Department of Labor.

2. Eligible teachers shall be granted leave, upon application, during any academic terms for one (1) or more of the following reasons:

- a. the birth of a child and to care for the newborn child within one (1) year of birth;
- b. the adoption of a child or the placement of a child for adoption or foster care;
- c. to care for an adopted or foster child with a serious health condition;
- d. to care for a spouse, son, daughter, or parent who has a serious health condition;
- e. a serious health condition that renders the employee unable to perform his/her job;
- f. due to any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty); or
- g. to care for a covered service member with a serious injury or illness of the employee who is the spouse, son, daughter, parent, or next of kin of the service member (military caregiver leave).

3. Duration:

Leaves requested for the purposes listed in Section 2 a., b., c., d., e., and f. above shall be granted for a total period of twelve (12) workweeks unless a leave of shorter duration is requested by the eligible teacher or unless the teacher is, by virtue of another Section of this Article VII, entitled to a leave of longer duration.

Leaves requested for the purposes listed in Section 2 g. above shall be granted for up to a total of twenty six (26) workweeks of leave during any single twelve (12)-month period to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member.

The Board shall not require tenured teachers to use paid leave for purposes covered by Family and Medical Leave, but teachers may choose to do so. Non-tenured personnel shall be required to use accrued sick leave prior to entering into unpaid leave.

In cases in which spouses who are employed by the District are entitled to leave under Section 2, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) workweeks during any 12-month period, if such leave is taken under 2. (1) a., b., c., and d or twenty-six weeks if taken under 2. (1) g.

4. Notification:

If leave is requested under 2 a. or 2 b., the eligible teacher shall provide the Superintendent at least thirty (30) calendar days' written notice before the date the leave is to begin. Where, due to unforeseen circumstances, such notice is not practicable, said teacher shall provide as early notice as practicable.

An eligible employee must provide notice of their intent to return to the District.

Appropriate M.D. certification or the certification from a recognized adoption agency or other agency so certified to offer recommendations for such leave shall be required. The District also reserves the right to require a second opinion, and possibly a third "tie-breaking" opinion when requested or warranted.

When leave is requested under 2 c., d., or e., the eligible employee shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provided. The eligible employee shall provide the Superintendent or his/her designee at least thirty (30) calendar days' written notice before the date the leave is to begin. Where, due to unforeseen circumstances, such notice is not practicable, said teacher shall provide as early notice as practicable.

5. Return to Work:

If returning from FMLA leave is occasioned by the teacher's own serious health condition, the teacher is required to obtain and present certification from the teacher's health care provider that he or she is able to resume work.

A teacher returning from FMLA leave shall be returned either to the same position as the teacher had at the time of the commencement of the leave or an equivalent position.

6. Intermittent Leave:

An employee may take leave as medically necessary intermittently (i.e. commencing and terminating at intervals) or work on a reduced leave schedule (i.e. reducing the number of hours worked per week or worked per day) when they access leave under 2 c., d., and e. Leaves under 2 a., b., and c. cannot be taken on an intermittent or reduced leave schedule unless the employee and the District agree otherwise.

Leave taken for a period that ends with the school year and begins the next semester is leave taken consecutively rather than intermittently. The period during the summer vacation when the employee would not have been required to report for duty is not counted against the employee's FMLA leave entitlement. An employee who is on FMLA leave at the end of the school year must be provided with any benefits over the summer vacation that employees would normally receive if they had been working at the end of the school year.

a. If an eligible employee needs intermittent leave or leave on a reduced leave schedule to care for a family member with a serious health condition, to care for a covered service member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than twenty percent (20%) percent of the total number of working days over the period the leave would extend, the employer may require the employee to choose either to:

- i. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- ii. Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

b. These rules apply only to a leave involving more than twenty percent (20%) of the working days during the period over which the leave extends. For example, if an employee who normally works five (5) days each week needs to take two (2) days of FMLA leave per week over a period of several weeks, the special rules would apply. Employees taking leave which constitutes twenty percent (20%) or less of the working days during the leave period would not be subject to transfer to an alternative position. *Periods of a particular duration* means a block, or blocks, of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed, and may include one (1) uninterrupted period of leave.

- i. If an employee does not give required notice of foreseeable FMLA leave to be taken intermittently or on a reduced leave schedule, the employer may require the employee to take leave of

a particular duration, or to transfer temporarily to an alternative position. Alternatively, the employer may require the employee to delay the taking of leave until the notice provision is met.

7. Employee Benefits/Seniority

During FMLA leave, teachers are entitled to continuation of health, life, and dental benefits that would have been provided if they were working. Any share of health plan premiums being paid by the teacher before taking the leave, must continue to be paid by the teacher during FMLA leave. Teachers shall retain seniority status while on FMLA leave.

8. End of Academic Term

If an eligible teacher begins leave:

- a. More than five (5) weeks prior to the end of an academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least three (3) weeks' duration and the return to employment would occur within three (3) weeks of the end of the academic term; or
- b. Less than five (5) weeks prior to the end of an academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least two (2) weeks duration and the return to employment would occur within two (2) weeks of the end of the academic term; or
- c. Less than three (3) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the academic term if it is greater than five (5) working days.

9. Failure to Return to Work

Subject to conditions set forth in 29 CFR §825.213, the District may recover its share of health plan premiums during a period of unpaid FMLA leave from an employee who fails to return to work after the employee's FMLA leave entitlement has been exhausted or expires.

10. Amendments

In the event of any amendments implemented, FMLA will be applied in accordance with the law.