

# **Winfield Public Schools**

## **District #34**

**0 S 150 Winfield Road  
Winfield, Illinois 60190**

**Agreement**

**between the**

**Winfield District #34 Board of Education**

**and the**

**Winfield Teacher's Association**

**2000–2001**

**2001–2002**

**2002–2003**

**2003–2004**

**2004–2005**

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# **I. PROFESSIONAL NEGOTIATIONS AGREEMENT**

## **A. RECOGNITION**

1. The Board of Education of the Winfield School District #34 recognizes the Winfield Teachers' Association of this District which enrolls the majority of the certified staff of the Winfield Public Schools as the exclusive and sole negotiation agent for the members of the Association who are regularly employed certified personnel. Membership rolls shall be made available to the Superintendent by October 1 of each school year.
2. It is further recognized that the Teachers have the right to join or not to join any organization for their professional or economic improvement and that membership in any organization shall not be required as a condition of employment.
3. Pursuant to Section II of the Illinois Educational Labor Relations Act effective January 1, 1984, the parties agree that effective August 31, 1984, if the Winfield Teachers' Association has a majority of the District's teachers as Association members, as verified by the Superintendent's office through the calculation of employees making dues deductions or other mutually agreed upon method of verification, non-member teachers in the union shall be required to pay their proportionate share of the cost of the collective bargaining process, contract administration, and/or pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. Such proportionate share, once certified by the exclusive negotiation agent, the Winfield Teacher's Association, shall be deducted from the employee's pay check. Such fair share provision shall remain in effect for the duration of the labor agreement or until it can be demonstrated to the Board of Education that fewer than a majority of employees are members of the Winfield Teacher's Association.

Any non-association employee who can demonstrate to the Board of Education a bonafide religious tenant or teaching of a church or religious body of which such employee is a member which forbids such employee from participation in an association of employees, shall pay an amount equal to their proportionate share, as determined in this agreement, to a non-religious charitable organization mutually agreed upon by said employee and the Winfield Teacher's Association. If no such agreement can be reached, application shall be made to the Illinois Educational Labor Relations Board for an approved list of charitable organizations to which such payments may be made.

4. The term "Teacher" as used hereafter in this Agreement shall refer to certified teachers under contract with the Board of Education, District #34.

5. The Board agrees not to negotiate with any Teachers' organization other than the Association for the duration of this Agreement. Further, the Board agrees not to negotiate with any Association member individually during the duration of this Agreement on matters subject to negotiations. The intent of this clause is not to abrogate the Board's legal right to issue individual contracts.

## **B. PROFESSIONAL PROCEDURAL AGREEMENT**

1. The Board and the Association agree to participate in good faith negotiations through their duly designated representatives. Both parties agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith with respect to salaries, fringe benefits, conditions of employment, grievance procedures, the Professional Negotiations Agreement, and other mutually agreed upon matters.
2. Both parties agree that it is their mutual responsibility to appoint representatives who will make proposals, consider proposals, make counter-proposals in the course of negotiations, and seek to reach tentative agreements which shall be presented respectively to the Board and the Association for ratification. If either party chooses to propose changes in existing contract, such changes will be presented in the first two negotiating sessions. After the second negotiating session, no further items may be proposed.
3. When the committees reach tentative agreement on any matter being negotiated the item will be reduced to writing and initialed by both parties.
4. When the committees reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.
5. Negotiations shall begin no later than March 15 unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.
6. If agreement is not reached within ninety (90) days of the commencement of negotiations, either party may declare to the other in writing that an impasse exists and call for a mediator.
7. When an impasse has been declared, parties shall have ten (10) calendar days to agree on a mediator. If agreement is not reached, the Federal Mediation and Conciliation Service or the State Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such steps that he/she may deem appropriate to persuade the parties to resolve their differences and effect a

mutually acceptable agreement. The mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement.

8. Should negotiations extend beyond August 25, Teachers shall commence the new school year under terms of the Agreement of the previous year.
9. During the term of this Agreement, the Association, and/or any member(s) of the bargaining unit agree not to strike, engage in, or support or encourage any concerted refusal to render full and complete services to the school district.
10. In the event of any violation of any provision of Section 9 above by the Association, its members or representatives, or by any employee:
  - a. Any violating employee shall be subject to discipline or termination as determined appropriate by the Board, pursuant to the provisions of the School Code.
  - b. The Association shall, upon written notice from the Board, immediately direct such employees which it represents, both orally and in writing, to resume their respective teaching service on a normal basis immediately.

## **II. PERSONNEL**

### **A. WORKING CONDITIONS**

1. Returning teachers may be required to be present one full day prior to the first school calendar day. Teachers new to the District shall be required to be present two days prior to the first school calendar day. These are to be considered teacher preparation days.
2. The school calendar shall consist of 184 working days for teachers. As mandated by the state of Illinois, at least 176 of those days are pupil attendance days and up to 4 days are institute and/ or conference days. Teachers will also be available for up to 5 additional days if during the course of the school year, school has been canceled because of an emergency. Additional days, beyond 184 working days, required by the board would be paid to teachers at a per diem rate of 1/184 his / her salary. A normal school calendar day for a teacher shall consist of no more than 7.5 consecutive clock hours.
3. The School Board approved calendar shall be attached to and incorporated in the Agreement annually.
4. Payment of any authorized leave shall be based on that Teacher's work day equivalent.
5. Payroll deduction from a Teacher's salary for authorized unpaid absences shall be based on that teacher's work day equivalent.

6. Teachers shall be in attendance and available for duty during the entire normal school calendar day. Duties during this day shall include no more than 5 hours and 30 minutes of classroom instruction or any equivalent professional duties.
7. Teachers may leave fifteen minutes earlier on the day preceding school holidays provided all work and reports have been completed and students properly cared for.
8. All Teachers shall have a duty free lunch period of no less than 35 minutes and an unassigned preparation time of no less than 40 minutes during each workday in minimum 20 minute periods.
9. Any full-time Teacher of music, arts, librarian, speech therapists, reading consultants, counselors, and all special education employees shall be provided with relief and preparation time to the same extent as other Teachers in the district. Part-time Teachers shall receive relief and preparation time in proportion to their schedules.
10. All teachers shall attend curriculum night. In addition, teachers will sign up to supervise one after-school student extracurricular activity during the school term. Such sign up shall be offered by seniority.
11. Teachers shall not assign students to another Teacher without the express approval of the administration.
12. Teachers shall be at their designated teaching station prior to the start of class.

## **B. EMPLOYEE RIGHTS**

1. When any Teacher is required to appear before the Board or an Administrator for a formal discussion concerning the continuation of that Teacher in his / her position of employment as such, the Teacher shall be given reasonable prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting if the Teacher so desires. This clause shall not apply to conferences held between Administrators and Teachers pursuant to the normal, routine evaluation procedures of the District.
2. Effective with the date of the adoption of this Agreement, each Teacher shall have the right upon request to the Superintendent to review the contents of the Teacher's personal file in the Superintendent's office
3. The Board shall not discriminate against any Teacher with respect to hours, wages, terms or conditions of employment by reason of his / her membership in the Association, his / her participation in any activities of the Association which do not interfere with normal teaching duties or in negotiations with the Board, nor shall the Board discriminate against any Teacher for his/her institution of any grievance, complaint, or proceeding under this Agreement.

4. Teaching vacancies will be posted and Teachers may submit a request to be considered for the position available. This request will be given consideration before the position is filled.
5. Returning Teachers will be given official notification by the Superintendent of class assignments for the forthcoming year prior to the last day of school in June. Should conditions exist which require a tentative notification, the Teacher shall be informed of these conditions and when confirmation will be made on the assignment.
6. The District retains the right to take disciplinary action against a Teacher. Disciplinary actions include: reprimands, suspensions, reductions in rank, insubordination, and discharges for cause. Disciplinary actions shall be made in writing to the affected Teacher by the Superintendent or by the Superintendent on behalf of the Board. Notice of disciplinary action shall be accomplished within the provisions of law and District policy.
7. A Summative evaluation report shall be completed no later than May 15. The evaluator shall ordinarily make an attempt to complete at least one formal observation, conference and evaluation report in the first semester and one formal observation and conference in the second semester in compliance with the District Evaluation Document.

### **C. SICK LEAVE**

1. Teachers shall be granted sick leave provisions for 15 days per school year. Pay for sick leave days will be based upon the Teacher's work days equivalent.
2. If the full amount of annual sick leave is not used, the unused amount shall accumulate to a maximum available leave of 185 days if during the 2000-2001 school year; 190 days if during the 2001-2002 school year; 200 days if during the 2002-2003 school year; 205 days if during the 2003-2004 school year; and 210 days if during the 2004-2005 school year. Accumulated sick leave days for part time teachers shall be adjusted to reflect any changes in the work day equivalents.
3. Sick leave shall be interpreted to mean illness, quarantine at home, or serious illness or death in the immediate family or household. Limited absence due to death of others may be approved by the Superintendent if special circumstances apply, in such a case the decision of the Superintendent is final.
4. The School Board shall require a physician's certificate as a basis for pay during leave after an absence of five consecutive days for personal illness, or as it may deem necessary in other cases.

5. The Board may from time to time require a Teacher to submit to examination by a physician licensed to practice medicine and surgery in all its branches. The Board may designate the physician and shall pay the full expense of the examinations and the reports. The Teacher shall authorize the examining physician to provide the Board with a written report and opinions of the examination.
6. The Board and the Association recognize that there may be occasions when a Teacher's accumulated sick leave does not extend to cover the duration of an illness. If a Teacher exhausts all of his/her accumulated sick days due to an extended illness and cannot return to work, the Teacher may request a medical leave of absence under the following conditions:
  - a. The medical leave shall not exceed one school year plus the remaining portion of the school year in which the leave would begin. This leave shall only be available one time per Teacher. In the event that a Teacher remains ill or incapacitated at the expiration of the medical leave, he or she may apply to the Board for an extension, in such a case the decision shall be at the sole discretion of the Board and is final.
  - b. Request for a medical leave of absence must be accompanied by a physician's statement as to the nature and extent of the illness or incapacity and the estimated duration necessary for recovery.
  - c. The medical sick leave will be without pay.
  - d. While on medical sick leave, a Teacher shall have the option to remain an active participant in all fringe benefit programs by contributing thereto the cost of such group programs on an individual basis up to the insurance policy provisions and limitations to the extent allowed by the insurance carrier.
7. A retiring Teacher, in their last year of employment and after the Board has accepted their retirement request, shall receive fifteen (15) days of additional sick leave if they have accumulated 180 unused sick leave days.

#### **D. SICK BANK**

The following procedures will govern the administering of the common Sick Leave Bank:

1. The Winfield Teacher's Association shall administer the Common Sick leave Bank in which all Teachers, as defined in the Professional Negotiations Agreement, shall participate.
2. The Winfield Teacher's Association will protect and save harmless the Board of Education from any and all claims, demands, suits, and other forms of liability, including attorney's fees incurred in connection therewith, by reason



of action taken or not taken by the Board for the purpose of complying with respect to the Sick Bank provisions hereinafter set forth.

3. At the beginning of each regular school year, the Board of Education shall donate one day for each Teacher to a common Sick Leave Bank.
4. A Teacher, hired before or during the first (1st) semester, shall donate one (1) day to the Bank per year beginning with the year of his/her employment.
5. A Teacher, hired at the beginning of or during the second semester, shall donate one-half (1/2) day to the Bank at the time of his/her employment and one (1) day to the Bank at the beginning of each subsequent school year.
6. The Teacher's own accrued sick leave shall be totally depleted before the Bank can be utilized.
7. The Bank shall apply only to a personal disability of a Teacher.
8. A Teacher, upon written notice to the Association, can draw from the bank after five (5) school days of absence, without pay. A doctor's written verification of the Teacher's illness shall accompany the notice. These provisions shall apply to each period of disability.
9. Absences due to the same diagnosis, as indicated by the doctor's verification, and separated by a period of less than thirty (30) school days, shall be considered one (1) period of disability.
10. Teachers may draw a maximum of fifty (50) days in any one school year.
11. The Teacher's Association President shall notify the Superintendent when the Bank has been depleted to fifty (50) days.
12. If the Bank drops below fifty (50) days, each Teacher shall donate one additional day providing the Teacher has a sick day to donate.
13. If, at the beginning of the school year, there are three hundred (300) or more days in the common Sick Leave Bank no donation need be made by either the Teachers or the Board.
14. If a Teacher becomes disabled and commences to draw benefits under the State Retirement System, Workers' Compensation or any other coverage, he/she will not be eligible to draw from the common Sick Leave Bank.
15. Benefits from the Sick Leave Bank terminate upon Retirement. There are no vested rights in the Sick Bank.

## **E. LEAVE OTHER THAN SICK LEAVE**

1. Personal leave may be taken by full and part-time Teachers with prior approval of the Superintendent. Personal leave shall be for the purpose of personal concerns which cannot be attended to at times other than during school hours and shall not be available for recreation and/or vacation purposes.
2. Personal leave will be limited to two (2) days per school year for teachers in their third full year of teaching in the District, and thereafter. A part-time Teacher who has completed 2 years of continuous service with District 34 will receive 2 days of prorata personal leave time prorated based on their percentage of full time service. First and second year probationary teachers shall receive one (1) personal leave day per school year. A part-time Teacher who has completed less than 2 years of continuous service in the district will receive 1 day of prorata personal leave prorated based on their percentage of full time service. This leave shall not be cumulative. Prior approval must be obtained from the Superintendent except in cases of emergency. Such leave shall not be approved for the day immediately prior to or after holidays and/or vacation times, except in special situations at the judgment of the Superintendent. Unused personal leave days will be converted to sick days.
3. Teachers may request authorization to attend conferences or workshops which directly relate to the improvement of the Teacher's knowledge and efficiency and which will benefit the school system. The Superintendent shall determine the appropriateness of attendance at such meetings and may grant leave for approved meetings within the State of Illinois.
4. The Board of Education shall pay the regular salary of Teachers called to serve as jurors. The Teacher shall forward to the Board of Education the payment received for jury duty exclusive of travel expenses.
5. Disability due to pregnancy will be treated as any other disability and will be subject to the sick leave and Sick Bank provisions of this Agreement.

## **F. LEAVES OF ABSENCE WITHOUT PAY**

1. An extended leave of absence without pay may be requested by a Teacher without any reason at least 10 business days in advance. The requested extended leave shall not exceed one school year plus the remaining portion of the school year in which the leave would begin. The decision to grant or deny the leave is at the sole discretion of the Superintendent. This decision is not reviewable, grievable, precedential, and there is no appeal to the Board. If the leave is granted, the determination of the date of the beginning of the leave shall be made by the Teacher in cooperation with District Superintendent.
2. A brief leave of absence without pay may be requested by a Teacher without any reason at least 10 business days in advance. The requested brief leave shall not exceed three (3) school days, may not be used immediately before or after a holiday, inservice day, institute day, school recess, and school

improvement day, and must be approved after personal leave days have been expended. Brief leave may be used only once per school year. The decision to grant or deny the leave is at the sole discretion of the Superintendent. This decision is not reviewable, grievable, precedential, and there is no appeal to the Board. If the leave is granted, the determination of the date of the beginning of the leave shall be made by the Teacher in cooperation with the Superintendent.

3. The Board of Education shall not be obligated to re-employ any Teacher granted a leave of absence who does not notify the Board of his/her intent to return no later than ninety (90) days prior to the agreed return day or by March 1<sup>st</sup> when the leave is scheduled to terminate at the end of a school year.
4. Any Teacher returning from a granted leave shall be placed on the salary schedule one experience step higher than his/her placement at the time of completing his/her last full year or fraction thereof in accordance with IV. A. 2. language.
5. While on leave, a Teacher shall have the option to remain an active participant in all fringe benefit programs by contributing thereto the cost of such group programs on an individual basis up to insurance policy provisions and limitations.
6. Any person employed to fill a temporary position during a granted leave shall be notified that he/she is filling a vacancy created by a leave of absence.
7. All accumulated benefits and rights of employment previously gained shall be retained upon return to the District. However, additional accumulation of fringe benefits shall not be allowed during leave of absence.
8. Accumulated sick leave days may not be used during leave of absence.

#### **G. ASSOCIATION RIGHTS**

1. Meetings, notices and general information shall be subject to the following:
  - a. The Association may have the use of the School Buildings for meetings under the same terms and conditions as granted to school associated activities, provided that proper application has been made and approved.
  - b. The Association may transmit communication to Teachers via bulletins in each school lounge, via e-mail, via Teacher mail boxes (if material is identified as to the source), and via the intercom system. The Association assumes all legal responsibility for communications pursuant to this section.
  - c. The Association will have the use of District owned typewriters, computers and other technology routinely available to teachers and copying machines outside the Teacher's regular school hours when such equipment is not in use by submitting a request for such use to the building principal. At no time shall such equipment be removed from the

premises for such use. Paper and all duplicating materials/supplies will be provided by the Association.

2. A Teacher shall be excused for Association leave without loss of salary provided the following conditions are met:
  - a. No more than two representatives will be excused on any one day.
  - b. The total number of days permitted for such meetings shall be limited to five (5) days per school year. In the event two representatives are excused on the same day, that day shall count as two of the five (5) days allowed hereunder.
  - c. A written request for excused leave must be submitted to the Superintendent at least four school days prior to the days requested.
  - d. The excused days must not impair the quality of classroom instruction. The Superintendent shall be the sole judge, using the same standards as applied to any other authorized absence, as to whether leave on the days requested would impair the quality of classroom instruction.
  - e. The Winfield Teacher's Association shall reimburse the District for the cost of substitute Teachers for the first third, fourth and fifth of the five (5) days. Such reimbursement shall be made not later than 10 days after the day of such leave.
  - f. Such leave shall not be used for purposes of negotiations/mediation/or arbitration.
3. Written notice of a regular or special meeting of the Board of Education and a copy of the proposed agenda will be made available to the Association at the District office at the same time as it is available to the public.

## **H. PARENTAL COMPLAINTS**

Parental Complaints coming to the attention of the Administration will be handled as follows:

1. The Administrator will listen to a parental complaint in its entirety and decide if the complaint warrants involvement of the Teacher.
2. If Teacher involvement is not deemed to be necessary, the Administrator may take whatever steps necessary to resolve complaint. A written notification of the complaint and the resolution will be forwarded to the Teacher within two working days. The Teacher may respond in writing to the complaint and the manner in which it was resolved.
3. If Teacher involvement is deemed to be necessary, the parent will be given a form with which to submit in writing the complaint and a request for a

meeting with the Teacher. The Teacher has two working days following the receipt of the form in which to contact the parent and arrange the meeting.

4. The Administrator may sit in on the meeting if he/she feels it is necessary or if the Teacher requests his/her participation.
5. Written advice of the resolution will be filed by the Teacher within two working days after the meeting.
6. No matter of record relative to a parent complaint shall become a part of a Teacher's personnel file unless the disciplinary action is such to bear upon the job security of the Teacher, in which case, the full report on record shall be made available to the Teacher as supporting documentation.

## **I. RETIREMENT**

1. Teachers will have the option of electing the Board retirement enhancement or any state mandated retirement incentive but not both. Teachers employed by the District for a period of fifteen (15) years or more shall have their compensation increased by 20% in the last year of full-time employment, provided they notify the District, in writing, thirty (30) days prior to the beginning of that year. No more than two (2) teachers of the teaching staff shall qualify for this early retirement in the same year. If more than two Teachers request this benefit in one year, the Teacher with the most seniority in District #34 shall receive the benefit. The Board will extend the current language until the year 2005.
2. Each retired employee may purchase group health insurance coverage through the District if available by the District's insurance carrier.
3. Upon retirement, retirees with 20 years of full time teaching service with the District shall be paid \$30 a day to a maximum of fifteen days of earned but unused sick leave.

## **J. SENIORITY**

### **1. DEFINITION OF SENIORITY**

Seniority is the length of the Employee's service (within the bargaining unit) starting with the first day on which duties are performed (part-time service will be counted pro-rata).

### **2. MAINTAINING AND POSTING OF SENIORITY LISTS**

The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district in accordance with the School Code of Illinois. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

3. LOSS OF SENIORITY

- A. Resignation
- B. Dismissal for Cause
- C. Retirement
- D. Being on layoff for a period of time equal to seniority at the time of layoff or for one (1) year, whichever is greater.

4. BREAKING OF TIES.

The breaking of ties shall be done by the casting of lots.

**K. ANNEXATION, CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT**

This agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be annexed, consolidated or otherwise reorganized. All bargaining Unit Members on tenure at the time of annexation, consolidation or other reorganization shall be granted tenure by the successor Board of Education. All rights accrued by Bargaining Unit Members and the Board of Education under this Agreement shall be assumed by the successor Board of Education.

**III. GRIEVANCE PROCEDURES**

**A. DEFINITION**

“Days” when used in this section, shall mean “business days.” Business days shall be defined as those days the District office is open for business.

A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of the following articles of this agreement:

- I. Professional Negotiations Agreement
- II. Personnel
- III. Grievance Procedure
- IV. Salary and Fringe Benefits

**B. GENERAL PROVISIONS**

- 1. Any Teacher or the Association may choose to resolve complaints without the Grievance Procedure.
- 2. Every Teacher shall have the right to present grievances in accordance with these procedures.
- 3. The Association shall have the right to file a grievance for an alleged misapplication of the Agreement as it applies to the Association as a whole.

4. The Association shall have the right to be present at any stage of the Grievance Procedure.
5. Failure of an aggrieved party to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.
6. It is agreed that any investigation or other handling or processing of any grievance by the grieving party shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving Teacher or of the teaching staff.
7. If the Association or any employee files any claim or complaint in any form other than under the Grievance Procedure of this Agreement, then the School District shall not be required to process the same claim or set of facts through the Grievance Procedure.
8. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

### **C. PROCEDURE**

#### **1. FIRST STEP**

If the complaint cannot be resolved informally, the aggrieved party shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the Principal. If the immediate supervisor is the Superintendent, Steps 1 and 2 may be combined in the procedure. The written grievance shall state the nature of the grievance, that it is a grievance, shall note the specific clause or clauses of the Agreement allegedly violated, and shall state the remedy requested. The filing of the formal, written grievance at the first step must be within twelve (12) calendar days from the date of the occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievances and communicate it in writing to the party and the Superintendent within twelve (12) calendar days after receipt of the grievance.

#### **2. SECOND STEP**

In the event a grievance has not been satisfactorily resolved at the First Step, the aggrieved Teacher shall file, within seven (7) calendar days of the Principal's written decision at the First Step, a copy of the grievance with the Superintendent. Within twelve (12) calendar days after such written grievance is filed, the aggrieved and the Superintendent shall meet to resolve the grievance. The Superintendent shall file an answer within twelve (12) calendar days of the Second Step grievance meeting and communicate it in writing to the party and the Principal.

### 3. THIRD STEP

In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved teacher shall file, within four (4) calendar days of the Superintendent's written decision at the Second Step, a copy of the grievance for review with the Board of Education. Within eighteen (18) calendar days after such written grievance is filed, the aggrieved and the Board of Education shall meet to resolve the grievance. The Board of Education shall file an answer within eighteen (18) calendar days of the Third Step grievance meeting and communicate it in writing to the party, the Principal and the Superintendent. The association and/or the Teacher(s) shall not present any material, allegation, or remedy that was not presented in Step Two.

### 4. FOURTH STEP

If the grievance is not resolved satisfactorily at step three (3), there shall be available a fourth step of binding arbitration. The Association may submit, in writing, on behalf of the Association, a request to the Superintendent within thirty (30) business days from receipt of the Step Three answer to enter into such arbitration. The arbitrator shall be selected from the American Arbitration Association in a manner as follows: The Voluntary Labor Rules of the American Arbitration Association then pertaining shall be followed in the selection of an arbitrator.

The cost of the arbitrator shall be borne equally between the Association and the School Board. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript. Neither party to the grievance will be permitted to assert grounds not previously asserted before the Board of Education. Each party shall be entitled to representation and witnesses. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the parties, and his/her decision must be based solely upon his or her interpretation of the meaning or application of the express language of the Agreement. The arbitrator shall have no power to alter, amend, modify, nullify, ignore or add to the terms or provisions of the Agreement.

## IV. SALARY AND FRINGE BENEFITS

### A. TEACHER PLACEMENT ON THE SCALE

1. Credit for previous public school experience in another school district may be given in accordance with the Illinois School Code on minimum salaries. Credit for previous non-public school experience, in an accredited school, while holding a valid state teaching certificate, may be given at the discretion of the Board of Education or designee. Proof of the experience shall be provided by the Teacher, prior to employment in the District.



2. Two-thirds or more of the school year taught in the Winfield Elementary Schools by a full-time teacher shall constitute a year's experience on the salary schedule. One-third to two-thirds of the school year taught in the Winfield Elementary Schools by a full-time teacher shall constitute a one-half year's experience on the salary schedule. Less than one-third of the school year taught in the Winfield Elementary Schools by a full-time teacher shall not be considered in progression on the salary schedule.

A half-day teaching schedule every day for a full year in the Winfield Elementary Schools shall constitute a one-half step on the salary schedule. Two-thirds or more of a salary step earned by a part-time teacher in the Winfield Elementary Schools shall constitute a full step on the salary schedule. One-third to two-thirds of a salary step earned by part-time teacher in the Winfield Elementary Schools shall constitute a one-half step on the salary schedule. Less than one-third of a salary step earned by a part-time teacher in the Winfield Elementary Schools shall not be considered in progression on the salary schedule.

3. Credit for military service may be granted equivalent to one step on the salary schedule for two years of service time to a maximum of five years.
4. Salary increases and/or advancement on the scale may be withheld upon failure of a Teacher to show evidence of satisfactory service as formally evaluated and documented by the Superintendent or Principal in accordance with the policy on Teacher Evaluation Procedure.
5. Courses taken for advancement on the salary schedule must carry graduate credit and must have prior written approval by the Superintendent. If the approved class is unavailable at registration and another course is selected, the alternative course must be approved within ten (10) days. The Superintendent shall approve, deny, or request more information within ten (10) Teacher working days of the submission of the request.

Effective January 1, 1988, Teachers taking courses for advancement on the salary schedule must, in addition to the requirements noted above, meet the following requirements:

- a. Courses submitted for salary schedule credit must have been completed subsequent to the attainment of the last, highest, earned degree; and
- b. Courses submitted for advanced placement may be part of an approved degree program. However, once the degree is earned, these courses may not be used for advanced salary schedule placement as courses earned subsequent to the attainment of the last, highest earned degree; and
- c. Salary schedule course credit will be given only for semester hours earned or semester hour equivalents or hours earned.

For those Teachers employed by School District No. 34 prior to January 1, 1988, courses submitted for advancement noted in the first section of Subparagraph 5, above, meet the following requirements:

- a. Courses submitted for salary schedule credit must have been completed while employed by School District No. 34 DuPage County, Illinois; and
  - b. Courses submitted for advanced placement may be part of an approved degree program. However, once the degree is earned, these courses may not be used for advanced salary schedule placement as courses earned subsequent to the attainment of the last, highest earned degree; and
  - c. Salary schedule course credit will be given only for semester hours earned or semester hour equivalents of hours earned.
6. Credit for travel may be given for advancement on salary schedule as hours beyond B.A. Degree or M.A. Degree. The travel must be with semester hours credit on the graduate level and be acceptable in a degree program.
  7. Placement on the salary schedule must be determined in accordance with all articles within this agreement based upon the transcripts available in the Teacher's District Personnel folder. Placements will be determined based upon the information in the Teacher's District Personnel folder as of September 30 and February 1. Adjustments will be prospective only. Mid year lane change will be reflected on the 13th paycheck (March 15).

## **B. ADDITIONS TO THE BASIC SALARY SCALE**

1. The Board retains the sole right to offer or not offer any extra-curricular activity or duty. At any time during the duration of this Agreement, the Board is entitled to discontinue each such activity and/or duty. The Board retains the sole right to offer extra-curricular duties to Teachers or to persons who are not members of the bargaining unit. If the Board offers extra-curricular duties to Teachers, Teachers may submit a request to be considered for the available extra-curricular duty. Assignments will be made only to Teachers who volunteer and who, in the sole opinion of the Administration, are best qualified for the extra-curricular duties.  
  
Extra-curricular duty assignments shall be by activity, and shall only be for one year.
2. Special duties and amounts of special compensation shall be approved by the Board of Education and a description of duties and the approved compensation shall be attached to and become a part of the existing Teacher's contract.
3. A full-time Teacher who has completed one year teaching in District #34 and has signed a contract for the succeeding year in District #34, shall be eligible for cost of tuition for graduate work or membership in an educational organization for up to \$250 per school year, to be used within two school years. Any amount not used within two school years shall not accrue beyond the second school year. Requests for reimbursement must be made in advance and are subject to the requirements of this section. The course work must be

directly related to the current assignment or in preparation for a new assignment as agreed to by the Teacher and the Superintendent. The course work should be graduate level, part of an institutionally recognized degree program, and involve personal interaction with the professor or instructor during the instructional process. These requirements may be waived or modified on an individual basis at the discretion of the Superintendent. Courses must be completed with a grade of “B” or above or “P” (Passing) and “S” (Satisfactory) grades shall be approved unless the course can be taken for a grade.

To obtain tuition reimbursement, the following must be submitted to the office of the Superintendent:

- a. Tuition Reimbursement Form, to be completed in duplicate, obtainable from the office.
- b. Proof of payment for the course.
- c. Transcript from the school.

A part-time Teacher who has completed one year of teaching in District #34 and has signed a contract for the succeeding year in District #34 shall be eligible for the reimbursement of tuition for graduate work on prorated basis related to the Teacher’s full-time equivalency. Requests for reimbursement must be made in advance and are subject to the requirements of this section. The course work must be directly related to the Teacher’s current assignment or in preparation for a new assignment as agreed to by the Teacher and the Superintendent. The course work should be graduate level, part of an institutionally recognized degree program, and involve personal interaction with the professor or instructor during the instructional process. These requirements may be waived or modified on an individual basis at the discretion of the Superintendent. Courses must be completed with a grade of “B” or above or “P” (Passing) and “S” (Satisfactory) grades shall be approved unless the course can be taken for a grade.

To obtain tuition reimbursement, the following must be submitted to the office of the Superintendent:

- a. Tuition Reimbursement Form, to be completed in duplicate, obtainable from the office.
- b. Proof of payment for the course.
- c. Transcript from the school.

4. Teachers shall be paid \$22.00 per hour for committee work and summer work pursuant to past practice.

### **C. INSURANCE**

1. All full-time teachers are eligible to participate in a group health and dental program. Depending on the years of continuous full-time teaching service, the District shall pay the first costs of the health and dental premium per year per participating teacher, up to \$2150.00 in 2000-2001, \$2,300.00 in

2001-2002, \$2,500.00 in 2002-2003, \$2700.00 in 2003-2004, and \$2,925.00 in 2004-2005.

Costs above the “first cost” amount shall be shared equally by the District and the teacher.

2. Teachers will have insurance premiums paid by the District in the same manner as in the past years. This amount will not be added to the Teacher’s gross salary.
3. The Board shall provide without cost to the employee simple term life insurance protection equal to their annual salary (rounded off to the nearest \$1,000). Accidental death and dismemberment coverage will be continued as currently provided as long as it is available from the insurance carrier providing coverage for the District.

#### **D. FLEXIBLE BENEFITS 125**

1. The Board will provide a flexible Spending Account (Plan) that complies with Section 125 of the IRS Code and the separate regulations provided by the third party administrator as approved by the Board. The Board will pay the initial cost of establishing the Plan. Each participating employee shall pay the monthly administrative fee through a payroll deduction.

The initial start up date of implementing the Plan shall be January 1, 2000. Each year thereafter, on a date established by the third party administrator, participating employees shall designate the dollar amount designated to be allocated to available programs within the Plan.

#### **V. EFFECT OF AGREEMENT**

##### **A. COMPLETE UNDERSTANDING**

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. No modification of the terms and conditions shall be made during the term of this Agreement.

##### **B. INDIVIDUAL CONTRACTS**

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

##### **C. SAVINGS CLAUSE**

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

**D. TERMS OF AGREEMENT**

This agreement shall be effective August 21, 2000 and shall continue in effect until August 31, 2005.

This Agreement is signed this \_\_\_\_ st day of \_\_\_\_\_, 20 \_\_\_\_.

IN WITNESS THEREOF:

For the Winfield Teacher's Association

\_\_\_\_\_, Co-President

\_\_\_\_\_, Co-President

For the Board of Education School District #34

\_\_\_\_\_, President

\_\_\_\_\_, Secretary