

WINFIELD SCHOOL DISTRICT

34



2017-2018, 2018-2019, 2019-2020, 2020-2021

AGREEMENT BETWEEN

The Winfield District 34 Board Of Education

AND

The Winfield Teachers' Association

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I. PROFESSIONAL NEGOTIATIONS AGREEMENT

A. RECOGNITION

1. The Board of Education of the Winfield School District #34 (“Board”) recognizes the Winfield Teachers’ Association (“WTA”) 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 licensed personnel (“Teachers”). 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 the *Illinois Educational Labor Relations Act* , the parties agree that effective August 31, 1984, if the WTA has a majority of the District’s teachers as Association members, as verified by the Superintendent’s office through the calculation of Teachers 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 WTA, shall be deducted from the Teacher’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 that fewer than a majority of Teachers are members of the WTA.

Any non-Association Teacher who can demonstrate to the Board a bona fide religious tenant or teaching of a church or religious body of which such Teacher is a member which forbids such Teacher 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 Teacher and the WTA. 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 licensed teachers under contract with the Board of Education, District #34.
5. The Board agrees not to negotiate with any Teachers’ organization other than the WTA for the duration of this Agreement. Further, the Board agrees not to negotiate with any WTA 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 WTA 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 WTA for ratification. If either party chooses to propose changes in existing contract, such changes will be presented in the first two (2) negotiating sessions. After the second negotiating session, no further items may be proposed.
3. When the Board and WTA 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 WTA 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 after a reasonable period of negotiation and within ninety (90) days of the scheduled start of the forth-coming school year the parties have not reached agreement, either party may declare to the other in writing that an impasse exists and call for a mediator. **PER CHANGE IN LAW**
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 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 WTA, and/or any Teacher 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 Teacher:
 - a. Any violating Teacher shall be subject to discipline or termination as determined appropriate by the Board, pursuant to the provisions of the *School Code*.
 - b. The WTA shall, upon written notice from the Board, immediately direct such Teachers 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 (1) full day prior to the first school calendar day. Teachers new to the District shall be required to be present two (2) 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 Board shall post a copy of the school calendar on the District's website upon its approval / revision.
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 five (5) hours and thirty (30) minutes of classroom instruction or any equivalent professional duties.
7. Teachers may leave fifteen (15) 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 thirty-five (35) minutes and an unassigned preparation time of no less than forty (40) minutes during each workday in minimum twenty (20) minute periods.
9. Any full-time Teacher of music, arts, librarian, speech therapists, reading consultants, counselors, and all special education Teachers 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 (1) 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.
13. Teachers will, as part of their professional responsibilities, meet periodically with parents and colleagues in order to address the needs of their students.

B. TEACHER 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 WTA 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. Each Teacher shall have the right upon request to the Superintendent to review the contents of the Teacher's personnel 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 WTA, his/her participation in any activities of the WTA 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. Changes to the evaluation tool or procedures will be recommended by a joint District-WTA committee for adoption by the Board and WTA membership respectively. The Committee will consist of three (3) representatives designated by the WTA, and three (3) representatives designated by the Board.

C. SICK LEAVE

1. Teachers shall be entitled to a certain number of sick leave days without loss of pay pursuant to a tiered system based upon the amount of sick leave days that a Teacher has accumulated in accordance with the following schedule:

Number of Sick Leave Days Accumulated as of the start of a school year

0-100	15
100.5-150	17
150.5-200	20
200.5 +	22

Pay for sick leave days will be based upon the Teacher's work day equivalent.

2. If the full amount of annual sick leave is not used, the unused amount shall accumulate to a maximum available leave of 355 days throughout the term of the contract. 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 personal illness, quarantine at home, serious illness or death in the immediate family as defined by the Illinois *School Code* or household, or birth, adoption, or placement for adoption. Limited absence with pay 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 Board shall require a physician's certificate as a basis for pay during leave after an absence of three (3) consecutive days for personal illness or thirty (30) days for birth, or as it may deem necessary in other cases.
5. In the event that the Board requires a Teacher to submit to an 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 WTA 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 (1) 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/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.

D. SICK BANK

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

1. The WTA shall administer the Common Sick leave Bank in which all Teachers shall participate.
2. The WTA will protect and save harmless the Board 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 shall donate one (1) day for each Teacher to a common Sick Leave Bank.
4. A Teacher who is 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 who is 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 WTA, 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 WTA 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. Regardless of the common balance, newly hired Teachers will still be required to donate one (1) day at the beginning of the first year of employment.
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 two (2) years of continuous service with District 34 will receive two (2) days of pro rata 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 one (1) day of pro rata 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 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 tenured Teacher without any reason at least 10 business days in advance. The requested extended leave shall not exceed one (1) 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 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 January 15th when the leave is scheduled to terminate at the end of a school year.
4. Any Teacher returning from a granted leave shall receive a pay increase in accordance with Article IV, but the Teacher will not receive seniority credit during the period of any extended unpaid leave of absence.
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 WTA 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 WTA 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 WTA assumes all legal responsibility for communications pursuant to this section.
 - c. The WTA 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 WTA.
2. A Teacher shall be excused for WTA leave without loss of salary provided the following conditions are met:
 - a. No more than two (2) representatives will be excused on any one (1) 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 (2) representatives are excused on the same day, that day shall count as two (2) of the five (5) days allowed hereunder.
 - c. A written request for excused leave must be submitted to the Superintendent at least four (4) 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 WTA 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 ten (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 and a copy of the proposed agenda will be made available to the WTA at the District office at the same time as it is available to the public. Posting of Board meeting notices and agendas on the District's website will suffice for compliance with this provision.

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 the complaint. A written notification of the complaint and the resolution will be forwarded to the Teacher within two (2) working days of receipt. 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 to submit in writing the complaint and a request for a meeting with the Teacher. The Teacher has two (2) working days following the receipt of the form 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 (2) 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 bears 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. SENIORITY

1. DEFINITION OF SENIORITY

Seniority is the length of the Teacher'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. BREAKING OF TIES

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

J. 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 Teachers 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 Teachers and the Board under this Agreement shall be assumed by the successor Board of Education.

K. COMMITTEES

1. The Administration shall have final authority and discretion regarding the establishment of a committee as well as the selection of committee members. In utilizing the authority and discretion, the Administration should take into consideration the District's goals of having a diverse committee with members that possess the proper expertise for the proposed committee's goals. Further, the Administration should also take into consideration grade level representation necessary for the committee and the committee members' knowledge and experience with subject matter to be covered by the committee work.

2. Once the Administration makes the determination that a committee should be formed, the Administration shall notify all Teachers about the formation of the committee and provide some detail regarding the committee's goals. That notification shall also include an invitation to all Teachers about the opportunity to apply for a position on the committee, as well as provide the Teachers with a reasonable amount of time to submit their name for the Administrator's consideration as a member of the proposed committee.

3. Following the Administrator's deadline for the Teachers' submission of their names as proposed committee members, the Administration shall make its selection regarding the members of the committee and shall, in

a reasonably timely manner, notify the Teachers regarding the individual Teachers the Administration has selected to be on the committee.

4. Twice annually (in October and April) the Administration shall present to the Board at a public meeting a report regarding the status of the District's committee work. That report will indicate the goals of each committee then in place and the status of the committees' work, as well as provide a list of committee members so that the Board can ensure that the appropriate diversity and expertise are being utilized in conformance with the District's goals.
5. All staff hours for committee work shall be recorded on timesheets which will be collected on a routine basis by the Administration. Each member of a committee shall be responsible for submitting their own timesheets capturing their time.

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 a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

B. GENERAL PROVISIONS

1. Any Teacher or the WTA 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 WTA shall also 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 WTA 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 WTA or any employee files any claim or complaint in any form other than under the Grievance Procedure of this Agreement, then the District shall not be required to process the same claim or set of facts through the Grievance Procedure. It is expressly understood that this Section does not apply to any attempt to resolve the claim or complaint in an internal and informal manner.
8. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants; unless the documents, communications and/or records are

also relevant to a disciplinary action involving the staff member.

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) business 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) business 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 may file, within seven (7) business days of the Principal's written decision at the First Step, a copy of the grievance with the Superintendent. Within twelve (12) business 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) business 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 may file, within seven (7) business days of the Superintendent's written decision at the Second Step, a copy of the grievance for review with the Board. Within eighteen (18) business days after such written grievance is filed, the aggrieved and the Board shall meet to resolve the grievance. The Board shall file an answer within eighteen (18) business days of the Third Step grievance meeting and communicate it in writing to the party, the Principal and the Superintendent. The WTA 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 WTA 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 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. 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 BASE SALARY

1. During the 2017-2018 school year, the salary of each full time Teacher shall exceed his/her 2016-2017 salary by 3%. During the 2018-2019 school year, the salary of each full time Teacher shall exceed his/her 2017-2018 salary by 3%. During the 2019-2020 school year, the salary of each full time Teacher shall exceed his/her 2018-2019 salary by 3%. During the 2020-2021 school year, the salary of each full time Teacher shall exceed his/her 2019-2020 salary by 80% of CPI-U for the 12 months ending December 2018 (i.e., the CPI used under the *Property Tax Extension Limitation Law* for fiscal 2021 revenues).

In addition to the percentage increases to base salary afforded under the above paragraph, during the term of this Agreement, the Board shall provide full-time Teachers with lump sum payments calculated on years of experience and level of education. The annual lump sum payments shall be calculated on the basis of a Teacher's District experience and education units, with each unit equal to \$500.00, as indicated below. Lump sum payments will be made on the first pay date in November annually.

Experience Units (i.e., years as a Teacher in the District)

Between 1 and 4 years = 1 unit
5 or more years = 2 units

Education Units

BA degree = 1 unit

MA/advanced degree = 2 units

If a property tax freeze is passed into law, then the next year, both the WTA and the Board will re-negotiate salary increases for the remaining fiscal years of the contract.

2. 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 license, may be given at the discretion of the Board or designee. Proof of the experience shall be provided by the Teacher prior to employment in the District.
3. Credit for military service may be granted equivalent to one (1) year of salary increase for one year of service time.
4. Salary increases 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 enhanced compensation must carry graduate credit and must have prior written approval by the Superintendent at least thirty (30) working days prior to a Teacher starting the course. To be approved, courses must be (1) related to the teacher's assignment or current existing position in the District; (2) graduate level, unless the Superintendent requests or approves an undergraduate level course; and (3) offered by an accredited institution of higher learning or a recognized branch of such institution. If the approved class is unavailable at registration and another course is selected, the alternative course must be submitted within ten (10) days and it 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.

Teachers taking courses to enhance their compensation must, in addition to the requirements noted above, meet the following requirements:

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

- d. The Teacher must receive a minimum grade of “B” or “P” (Passing) and “S” (Satisfactory) in the course.
- 6. Enhanced compensation based on additional education must be determined in accordance with all articles within this Agreement based upon the transcripts available in the Teacher’s District Personnel folder. Compensation adjustments 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).
- 7. Teachers who meet the requirements for graduate work salary enhancement listed above will receive the following salary enhancements during the 2017-2021 school years:

BA+15	add 3% to BA
MA	add 5% to BA+15
MA+30	add 3% to MA
MA+45	add 3% to MA+30

B. ADDITIONS TO THE BASE SALARY

- 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.

Opportunities for extra curricular work that is of a regular and systematic nature shall be posted in each faculty lounge for at least seven (7) business days before being awarded. Seniority shall be considered in awarding the position.

- 2. Special duties and amounts of special compensation shall be approved by the Board and a description of duties and the approved compensation shall be attached to and become a part of the existing Agreement. A copy of the extra-curricular stipends is attached as Appendix A to this Agreement.
- 3. A joint committee, consisting of no fewer than three (3) representatives each from the WTA and the Board, shall meet within forty-five (45) days following the ratification and approval of this Agreement to review and recommend appropriate changes to the extra duty stipend schedule.

(Appendix A) These recommendations shall be within the financial parameters established during the bargaining process and shall be subject to ratification by the WTA and approval by the entire Board.

4. A full-time Teacher who has completed one year of full-time teaching in District #34 and has signed a contract for the succeeding year in District #34 shall be eligible for reimbursement of the cost of tuition for graduate work for up to \$1,000 per school year. Reimbursement of tuition costs will be limited to \$500 per credit hour.

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 (1) 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.

5. Teachers shall be paid the following hourly amounts for committee meetings held outside the work day and in the summer:

2017-2018	\$30.00 per hour
2018-2019	\$32.00 per hour
2019-2020	\$33.00 per hour
2020-2021	\$33.00 per hour

6. Each full-time Teacher employed under a school service personnel license who has completed one (1) year of full-time service in District #34 and has signed a contract for the succeeding year in District #34 shall be eligible for reimbursement of the cost of a membership due in an organization required by that Teacher’s licensure for up to \$250 per school year.

7. Each Teacher who chaperones an overnight field trip shall be eligible for one (1) day of compensatory time for each night spent as a chaperone.
8. Each Teacher who acts as a mentor pursuant to the Schedule attached as Exhibit C to this Agreement shall be paid as indicated below during the 2017-2021 school years. Teachers who are mentored shall receive no additional compensation for their participation in the mentoring program.

2017-2018	\$30.00 per hour
2018-2019	\$32.00 per hour
2019-2020	\$33.00 per hour
2020-2021	\$33.00 per hour

C. INSURANCE

1. All full-time Teachers are eligible to participate in a group health and dental program which may be modified or amended from time to time. Through September 30, 2019, the Board shall continue to pay the same level of contribution, as capped below (see Appendix B).
 - a. Any additional amount over the Board’s current level of contribution shall be split by the Board and the participating Teachers, with the Board paying 60% of the additional cost and the participating Teachers paying 40% of the additional cost.
 - b. If the Board’s contribution pursuant to (C)(1)(A) exceeds the Board’s prior year contribution by more than 10%, the additional increase in costs beyond the 10% increase shall be split by the Board and the participating Teachers, with the Board paying 60% of the remaining increase and the participating Teachers paying 40% of the remaining increase.

Commencing with the new insurance year beginning October 1, 2019, the monthly premium costs for the group health and dental programs offered by the District will be split between the Board and participating Teachers as indicated below for the various types of coverage:

	<u>Board</u>	<u>Teacher</u>
Employee Only	75%	25%
Employee & Spouse	65%	35%
Employee & Child(ren)	65%	35%
Full Family	60%	40%

2. The Board shall provide without cost to the Teacher 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.

3. A Health Insurance Committee that consists of an equal number of members named by the WTA and the Board shall be formed. The charge to the committee shall be to engage in an ongoing review of the insurance programs offered by the Board. The Committee shall consider coverage issues and propose changes in coverage while also considering cost saving measures. The Board shall retain the final authority to select carriers, consultants and brokers.

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 Teacher shall pay the monthly administrative fee through a payroll deduction. Any money returned to the District by the third party administrator shall be used to offset the cost of the administrative fee paid by participating Teachers.
2. Each year, on a date established by the third party administrator, participating Teachers shall designate the dollar amount designated to be allocated to available programs within the Plan.

E. 403(b) or 457(b) PLAN

The Board shall make available to the Teachers a 403(b) and a 457(b) plan in accordance with law and regulations. The Board shall pay up to \$1,750 in fees for the establishment of the 403(b) plan. Any amount in excess of this amount shall be paid by all plan participants on a proportional basis. Any ongoing fees shall be paid by individual participants.

F. PAYMENTS

Teachers shall be paid twice monthly over twenty-four (24) pay periods each school year, starting in September and ending the following August.

G. RETIREMENT INSURANCE

Each Teacher who retires during the term of this Agreement may purchase group health insurance coverage for the term of this Agreement at no cost to the District if available by the District's insurance carrier. The terms of the health insurance coverage may vary throughout the term of the Agreement as determined by the Board.

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 unless mutually agreed by the parties.

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 as of 12:01 a.m. on the first day of the 2017-2018 school year and shall continue in effect until 12:00 midnight on the day before the first day of the 2021-2022 school year.

This Agreement is signed this 24th day of August, 2017.

IN WITNESS THEREOF

For the Winfield Teacher's Association

Nina Macmillan, Co-President
Lisa Angerson, Co-President

For the Board of Education School District #34

[Signature], President
Lynn C. Hammes, Secretary

APPENDIX A
2017 – 2021 District 34 Extra-Curricular Stipends

3.00% Increase Each Year FY 19, 20, 21

<u>Activity</u>	<u>Hours</u>	FY18 <u>Tier 1 =Yr1</u>	FY18 <u>Tier 2=Yr2&3</u>	FY18 <u>Tier 3=Yr4+</u>	<u>Pay</u>
Chess A	10	\$232	\$261	\$288	Mar
Chess B	10	\$232	\$261	\$288	Mar
Cheerleading	30	\$695	\$783	\$868	Dec
Track A	38	\$880	\$990	\$1100	May
Track B	38	\$880	\$990	\$1100	May
Art Club	46	\$1065	\$1199	\$1333	Dec & May
Girls Volleyball	60	\$1389	\$1565	\$1739	Oct
Soccer	60	\$1389	\$1565	\$1739	Oct
Boys Basketball	60	\$1389	\$1565	\$1739	Dec
Girls Basketball	60	\$1389	\$1565	\$1739	Mar
Drama A	90	\$2087	\$2346	\$2606	Dec & Mar
Drama B	90	\$2087	\$2346	\$2606	Dec & Mar
Band	90	\$2087	\$2346	\$2606	Paychecks
AD	225	\$5214	\$5865	\$6518	Paychecks
Vball & Bbball Scoring	27	\$625	\$703	\$782	Oct & Dec
Gbball & Track Scoring	17	\$393	\$443	\$493	Mar & May
Digital Journalism Club	25	\$580	\$652	\$720	Dec & Mar
Garden Club	10	\$232	\$261	\$288	May
Engineering	12	\$278	\$314	\$348	Dec
Total	998	\$23,123	\$26,020	\$28,900	
Certified hourly =	28.96				

Notes

- Tier 1 = First year coaching/sponsoring gets 80%
- Tier 2 = Second and third year coaching/sponsoring gets 90%
- Tier 3 = Fourth year and higher coaching/sponsoring gets 100% If only one grade level team for a sport, coach will get 75%
- If two different grade level coaches for sport teams, each will get 50%
- Budget surplus can be used to make new clubs
- All clubs need at least 10 participants to run
- Bowling, Track and Drama need 2 sponsors / coaches to run – A and B
- Four sports based on 8 weeks, 20 practices & 12 games

Additional Information

- Coaching/Sponsoring offered to all Winfield Teachers, then offered to teachers from other schools, and then to educational support personnel staff

APPENDIX B

Health and Dental Program

Employee Insurance Contributions Schedule – 2017-September 30, 2019

The percentages below indicate the employee's contribution to medical and dental insurance, subject to the limitations set forth in Article IV 4(C)(1).

	<u>2013-2017</u>
<u>Medical PPO & Dental PPO</u>	
Employee	20%
Employee + spouse	35%
Employee + children	35%
Family	40%
<u>Medical HMO & Dental PPO</u>	
Employee	20%
Employee + spouse	35%
Employee + children	35%
Family	40%
<u>Dental PPO – Only</u>	
Employee	20%
Employee + spouse	35%
Employee + children	35%
Family	40%

Contribution rates beginning October 1, 2019, through the remaining term of the Agreement are indicated in Article IV. C.

APPENDIX C

Mentor Stipend for 2 Year Mentor Program

YEAR 1		
Month	Activity	Total Hours
August	Orientation before school begins	10
September	2 Monthly Meetings - Agenda per Schedule	2
September	Feedback on Mentee's Analysis of Student Work	1
October	2 Monthly Meetings - Agenda per Schedule	2
October	Observation 1 - Planning, Reflecting, Feedback	2
October	Written Analysis of Mentee's Reflection #1	1
November	1 Monthly Meeting - Agenda per Schedule	1
December	1 Monthly Meeting - Agenda per Schedule	1
January	2 Monthly Meetings - Agenda per Schedule	2
January	Written Analysis of Mentee's Reflection #2	1
February	2 Monthly Meetings - Agenda per Schedule	2
February	Feedback on Mentee's Analysis of Student Work	1
March	2 Monthly Meetings - Agenda per Schedule	2
March	Written Analysis of Mentee's Reflection #3	1
April	2 Monthly Meetings - Agenda per Schedule	2
April	Observation 2 - Planning, Reflecting, Feedback	2
May	2 Monthly Meetings - Agenda per Schedule	2
May	Written Analysis of Mentee's Reflection #4	1
TOTAL YEAR 1 MENTOR HOURS		36
36 hours @ \$29 per hour = \$1044		

YEAR 2		
Month	Activity	Total Hours
August	1 Monthly Meeting - Agenda per Schedule	1
September	1 Monthly Meeting - Agenda per Schedule	1
October	1 Monthly Meeting - Agenda per Schedule	1
October	Observation 3 - Planning, Reflecting, Feedback	2
October	Written Analysis of Mentee's Reflection #5	1
November	1 Monthly Meeting - Agenda per Schedule	1
December	1 Monthly Meeting - Agenda per Schedule	1
January	1 Monthly Meeting - Agenda per Schedule	1
January	Written Analysis of Mentee's Reflection #6	1
February	1 Monthly Meeting - Agenda per Schedule	1
March	1 Monthly Meeting - Agenda per Schedule	1
March	Written Analysis of Mentee's Reflection #7	1
April	1 Monthly Meeting - Agenda per Schedule	1
May	1 Monthly Meeting - Agenda per Schedule	1
May	Written Analysis of Mentee's Reflection #8	1
BLT 1/13	TOTAL YEAR 2 MENTOR HOURS	16
16 hours @ \$29 per hour = \$464		

APPENDIX C (continued..)

Mentor Stipend with Experienced Mentee

1 Year Program

Month	Activity	Total Hours
August	Orientation before school begins	5
September	2 Monthly Meetings - Agenda per Schedule	2
September	Feedback on Mentee's Analysis of Student Work	1
October	1 Monthly Meeting - Agenda per Schedule	1
November	1 Monthly Meeting - Agenda per Schedule	1
December	1 Monthly Meeting - Agenda per Schedule	1
January	1 Monthly Meeting - Agenda per Schedule	1
February	1 Monthly Meeting - Agenda per Schedule	1
March	1 Monthly Meeting - Agenda per Schedule	1
April	1 Monthly Meeting - Agenda per Schedule	1
May	1 Monthly Meeting - Agenda per Schedule	1
BLT 1/13	TOTAL MENTOR HOURS	16

16 hours @ \$29 per hour = \$464

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BOARD OF EDUCATION OF WINFIELD SCHOOL DISTRICT #34
AND THE
WINFIELD TEACHERS' ASSOCIATION**

In addition to the terms set forth in the 2017-2021 Professional Negotiations Agreement between the parties, the Board and WTA have reached an understanding on procedures for compensating newly-hired Teachers as follows:

Concerning employment of teachers, it is part of the District's goals to treat its current teachers fairly while still maintaining enough flexibility and competitiveness to attract the most qualified and best teacher candidates ("candidates") for the District. As such, the Board has recommended the implementation of a committee to help define guidelines to follow so that all of the District's goals in hiring candidates can be met, including those goals referenced in the prior sentence. In defining the aforementioned guidelines, it is explicitly understood that the Administration will make the final determination regarding the recommendation for any candidates and that the Board shall maintain the final authority to make determinations regarding the hiring of any candidate. It is also explicitly understood that committee shall have no binding authority, but the committee shall make recommendations on procedures and open lines of communication regarding the candidate hiring process between the Administration, the Union and the Board.

The Administration shall set forth the number of members on the committee (which shall include some teachers and some members of the Administration) and shall dictate when and how often the committee shall meet. The Administration (with the assistance of the committee members) shall set the agenda for the committee and will report to the Board annually at one public meeting regarding any recommendations the committee believes should be implemented in the District.

This Memorandum of Understanding is signed this 24th day of August, 2017.

IN WITNESS THEREOF

For the Winfield Teacher's Association

Nina Macmillan, Co-President

Lisa Angelacos, Co-President

For the Board of Education School District #34

[Signature], President

Lynn C. Hammes, Secretary