

*Whiteside Regional Vocational System
Contract*

FY 2019-2020

Table of Contents

ARTICLE I.....	3
RECOGNITION	3
ARTICLE II.....	3
RIGHTS AND RESPONSIBILITIES	3
ARTICLE III.....	6
NEGOTIATION PROCEDURE	6
ARTICLE IV	7
EFFECT OF AGREEMENT	7
ARTICLE V	7
GRIEVANCE PROCEDURE	7
ARTICLE VI	10
PROFESSIONAL GROWTH	10
ARTICLE VII	11
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS	11
ARTICLE VIII	11
WORKING CONDITIONS	11
ARTICLE IX.....	12
TEACHER PROTECTION	12
ARTICLE X.....	12
LEAVE	12
ARTICLE XI.....	16
EVALUATION	16
ARTICLE XII.....	17
VACANCIES, TRANSFERS, AND PROMOTIONS	17
ARTICLE XIII.....	18
TEACHING HOURS AND ASSIGNMENTS	18
ARTICLE XIV	19
REDUCTION IN TEACHERS	19
ARTICLE XV	20
PAYROLL DEDUCTIONS	20
ARTICLE XVI	21
SALARY AND BENEFITS	21
ARTICLE XVII	26
DURATION AND ACCEPTANCE OF AGREEMENT	26
APPENDIX A	27
SALARY SCHEDULE FY 2019	27

ARTICLE I

Recognition

1.1 The Board of Control of WRVS recognizes the Sterling Education Association, affiliated with IEA/NEA, as the sole and exclusive bargaining representative for all certified full time and regularly employed part-time teaching personnel, hereinafter referred to as "teachers," employed by the Board of Control, excluding all administrative personnel, substitute teachers, confidential employees, resource personnel, and non-certified personnel. As used herein, "administrative personnel" includes the director, assistant director, and other managerial or supervisory personnel, and any new position which may be hereafter created which include among job responsibilities the making of meaningful recommendations for the employment, assignment, transfer, disciplining, or dismissal of employees. The Board of Control further agrees that, for the duration of this Agreement, it will not recognize nor bargain with any entity other than the Association

1.2 Definitions

- A. The term "bargaining unit member" when used in this Agreement shall refer to all employees represented by the Association who are included in the bargaining unit as defined in the preceding section.
- B. The term "board" when used in this agreement shall refer to the WRVS Board of Control or its designee.

1.3 The Board and its administrative personnel will be the managers and administrators of the affairs of WACC. The Board and its administrative personnel will retain all management rights, powers and duties conferred by law.

ARTICLE II

Rights and Responsibilities

2.1 In order to secure more favorable terms of employment, the parties recognize bargaining unit members may join together to create a strong, responsive and inclusive union. As such it is recognized that the work and activities of the Association as the sole and exclusive bargaining representative will result in financial costs and obligations which, ideally, should be shared equally by all educational support personnel who are bargaining unit members.

2.2 Neither the Board nor the Association will discriminate against any person by reason of membership or non-membership in the Association, participation or non-participation in any lawful activities of the Association or of the Board, or participation or non-participation in negotiations or in the processing of any grievance.

2.3 The Board agrees bulletin board space shall be provided for the use of the Association in each school building for posting notices of Association concern.

2.4 The Association shall have the right to use intra-unit mail facilities and faculty mailboxes, as it deems necessary, for the distribution of nonpolitical announcements to the members of the Association. The Association shall hold the Board harmless for any claims of postage made by the United States Postal Service by reason of the use of such intra-mail service.

- 2.5 The Board shall confer each year with the Association to receive its recommendations regarding the school calendar.
- 2.6 The Association shall be allowed to send its legal quota to the annual IEA State Conference with the following stipulations: A limit of no more than ten percent (10%) of the WACC full-time staff shall be allowed to attend the Annual IEA State Conference. Teachers attending such conference shall be granted leave of absence without loss of salary or other benefits provided the Association shall remit to the Board an amount equal to the normal short-term substitute salary rate for each teacher attending such conference. Notice of teachers who will be attending such conference shall be submitted in writing to the chairman of the Board of Control or his designee at least five (5) teacher employment days in advance of such conference, provided that in an emergency another teacher may be designated to attend in lieu of the teacher affected by such emergency.
- 2.7 The Board agrees that the Association and its representative shall have the right to use the school building for meetings and to transact Association business on school property outside of the teacher's required school day provided that this does not interfere with any school or community sponsored activities. The Association will submit in writing on or before October 15 a list of the officers who will be responsible for the use of the building. A request for building usage will be submitted to the director twenty-four (24) hours prior to intended use. When special custodial service is required, the Board may make a reasonable charge for this service. This section shall not be applicable to any meeting of ten (10) or more persons where more than fifteen percent (15%) of those in attendance are other than employees or members of the immediate family or employees of the Board.
- 2.8 The Board agrees to provide the president of the Association in response to reasonable written requests with the agenda and minutes of all Board meetings, current annual financial reports and audits, a list of names and addresses of certificated personnel, tentative budget when it is placed on public display, and any other public information normally available to any responsible citizen, provided that costs of the collection and preparation of such data are paid by the Association. Nothing herein shall require the central administrative staff to search and assemble information.
- 2.9 The Association shall submit each year to the system director a current list of officers, negotiating committee, grievance committee members, the members of the representative assembly, and a membership roster. Any revision of this list shall be submitted to the chairman of the Board of Control.
- 2.10 Officials of the administrative district will retain the right, in accordance with applicable law, regulations and policies: (1) to direct employees of the Board; (2) to hire, promote, transfer, assign and retain employees in positions within WRVS, and to suspend, demote, discharge or take other disciplinary action against employees; (3) to relieve employees from duties because of lack of work or for other legitimate reasons; (4) to maintain the efficiency of the WRVS operations entrusted to them; and (5) to determine the methods, means and personnel by which such WRVS operations are to be conducted.
- 2.11 The Board shall place on the agenda of each regular Board meeting for consideration under "New Business" any matters brought to its attention for its consideration by the Association so long as these matters are made known in writing to the director eighty-two (82) hours prior to the regular meeting.

- 2.12 Any time the Board considers adoption or changes in policies, the Board must first give 30 days notice to the Association prior to the adoption of any such change. If the Association believes any such change is a change which raises bargaining rights and the Association wishes to bargain the change, or the impact thereof, the Association shall file a demand to bargain such policy changes with the Board within the 30 day period prior to adoption.
- 2.13 Within the first four (4) weeks of school, the administration will orient new teachers on WRVS and WACC policies, rules and regulations. In the event the Board adopts new policies or rules, or modifies existing policies or rules, notice indicating the policy or rule numbers newly adopted or modified shall be posted in the building and the new policy and/or rule inserted in Board policy manual within five (5) business days after such adoption or modification. It shall be the Association's responsibility to orient all teachers as to the contents of their contractual agreement.
- 2.14 The president of the Association and/or his/her designee shall be granted up to a maximum of five (5) days released time for the purpose of Association business. This released time shall be granted without loss of salary, but the Association shall remit to the Board an amount equal to the short-term substitute salary rate for each day granted. The association shall have the right to send one (1) representative to the Board of Control, Board of Control Executive Committee and Principals/Counselors meetings. However, the Association shall pay the cost of the substitutes.
- 2.15 The Board and the Association acknowledge that the Sterling Education Association currently includes within its membership teachers who are employed by and perform teaching duties exclusively for Community School District No. 5 as well as teachers who are employed by the WRVS and perform teaching duties exclusively for the WRVS. The Board and the Association acknowledge that the two groups of teachers are each covered by separate and distinct collective bargaining agreements which define the respective duties, rights, and obligations between the employers and the employees of the two separate entities regarding wages, benefits and terms and conditions of employment. Therefore, The Board and Association acknowledge that relationship between the Board and the teachers employed by the Board of WRVS shall be governed by the terms and conditions contained in this collective bargaining agreement and that no provisions contained in the collective bargaining agreement negotiated between the Association and Community Unit School District No. 5 shall have any application to WRVS teachers except as expressly incorporated by reference.
- 2.16 The Board and Association agree to establish a mentoring program, to improve the quality of instruction of a first year instructor and to acquaint him/her with the prevailing culture of WVRS. The parties will convene a joint committee to develop a mentoring program. A first-year probationary teacher shall participate in the one-year mentoring program. A first year teacher with more than three years of experience may choose to participate in the mentoring program. The Director, or his/her designee, shall appoint a teacher (from a list of those willing to serve) to serve as a Mentor or where appropriate appoint a mentor from outside of the Association. Mentors shall receive a stipend of \$1,000 for serving in such capacity, with the payments split equally between semesters. An individual serving as a mentor shall attend a training session, outside of the normal student attendance dates, on a date scheduled by the Director. A probationary teacher, who has a mentor appointed, shall attend without additional compensation a minimum of three orientation / mentoring sessions designated by the Director. No compensation for serving as a mentor shall cause an individual to exceed more than a 3% increase in creditable compensation over the prior year and in such circumstance the stipend shall be pro-rated.

ARTICLE III

Negotiation Procedure

- 3.1 Both parties agree to participate in good faith negotiations with the duly designated representatives of the other party.
- 3.2 The parties shall commence bargaining for a successor agreement on or before April 1 of the year in which the agreement expires.
- 3.3 Both parties agree to confer upon their representatives the necessary authority to make proposals, consider proposals, make counterproposals in the course of negotiations, and reach tentative agreements.
- 3.4 When agreement has been reached on matters being negotiated, the items will be reduced to final form, initialed by representatives of both parties and submitted to the membership of the Association for ratification and to the Board for official approval.
- 3.5 If agreement is not reached on all items within ninety (90) calendar days of the commencement of negotiations or forty-five (45) days prior to the scheduled start of the forthcoming school year, whichever shall come first, either party may declare to the other that an impasse exists and call for a mediator. Both parties will join in a written request for mediation to the Federal Mediation and Conciliation Service (FMCS). Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Education Labor Relations Board shall be notified.
 - A. The mediator shall endeavor to assist the parties to overcome the impasse and arrive at agreement on the issues before them.
 - B. The parties agree to share equally in the expenses of the mediator.
 - C. The mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement.
- 3.6 Procedures defined in Article III may be suspended by mutual agreement.
- 3.7 Strikes and Lockouts
 - A. Strikes. The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in a strike.
 - B. Lockouts. The Board agrees that it will not lock out any bargaining unit member during the term of this Agreement or during any period during which a successor Agreement is being negotiated by the parties.

ARTICLE IV

Effect of Agreement

- 4.1 The terms and conditions set forth in this Agreement represent the complete understanding and commitment between the parties. The terms and conditions of this agreement may be modified by alteration, addition or deletion only through the mutual consent of the parties in a written amendment executed in accordance with the provisions of this Agreement. Lack of consent by either party shall not constitute a violation of this Agreement.
- 4.2 The provisions of this Agreement shall benefit and be obligatory upon the parties hereto and the teachers employed by the Board during the term of this Agreement.
- 4.3 Individual contracts or employment agreements shall be consistent with the terms and conditions of this Agreement.
- 4.4 Should any article, section or clause of this Agreement be declared illegal by a court of jurisdiction, said article, section or clause, shall be automatically deleted from this Agreement to the extent that it violated the law and the parties shall immediately return to the table to bargain that issue. The remaining articles, sections and clauses shall remain in force for the duration of this Agreement.
- 4.5 As soon as possible following ratification of the Agreement, the Association shall have sufficient copies of the Agreement prepared and delivered to the Board and administration. The cost of preparing the Agreement shall be borne equally by the Association and the Board.
- 4.6 Any Board policy which is in conflict with this Agreement shall be void and this Agreement shall supersede.
- 4.7 The parties mutually agree that 1) They are not bound to reopen the terms and conditions of this agreement unless both parties mutually agree otherwise. 2) Both parties further agree that neither party is bound to reopen items discussed in negotiations and not made a part of this agreement. 3) This provision shall not apply to matters which neither party proposed nor discussed during such negotiations. 4) Nothing shall preclude either party from meeting and conferring on items of mutual concern.

ARTICLE V

Grievance Procedure

- 5.1 A grievance, as used in this Agreement, is any claim by the Association, teacher or Board which involves the alleged violation, misinterpretation or misapplication of a specific article of this Agreement.
- 5.2 At least one Association representative shall have the right to be present at any formal meeting, hearing, appeal, or any other proceedings relating to a grievance which has been formally presented except at the First Step.
 - A. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his supervisor and having the grievance adjusted without intervention of the Association.

- B. The grievant and/or a representative of the grievant shall have a right to be present at all grievance hearings. Illness or incapacity of the grievant shall be grounds for the extension of the grievance procedure time limits.
 - C. When a teacher is not represented by the Association, on its request the Association shall have the right to have its representative present to state its views at all stages of the grievance procedure.
 - D. Meetings under this procedure, including all arbitration hearings, shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend, and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such meetings are held, at the option of the administration, during school hours all employees whose presence is required shall be excused, with pay, for that purpose.
- 5.3 As used herein "days" shall mean teacher employment days except during the summer recess when "days" shall mean when the administrative district business office is open.
- A. The failure of the grievant to act in any grievance within the prescribed time limits will act as a bar to any further appeal. The failure of the individual or group charged with the responsibility of rendering a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual written agreement.
- 5.4 Grievances involving an administrator above the building level may be initially filed at the Third Step.
- 5.5 Any investigation or other handling or processing of any grievance shall be conducted so as to result in no interferences or interruptions whatsoever of the instructional program and related work activities of the teaching staff, except as provided in paragraph 5.2D above.
- 5.6 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 5.7 The sole remedy available to a teacher for an alleged breach of this Agreement shall be pursuant to the foregoing grievance and arbitration procedure.
- 5.8 A grievance may be withdrawn at any level without establishing precedent; however, a grievance based upon the same set of facts shall be considered determined and terminated in accordance with any decision made prior to withdrawal and no new grievance shall be filed upon substantially the same set of facts.
- 5.9 Procedures
- A. First Step. An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and the Director or designee. If, after such informal discussion, the grievant is not satisfied with the disposition of the matter, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally in a meeting with the Director or designee and a designee of the chairman of the Board of Control.

- B. Second Step. If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing and at a mutually agreeable time discuss the matter with the director. The written grievance shall state the nature of the grievance, should note the specific articles or sections of the Agreement allegedly violated, and shall state the remedy requested. The parties shall schedule a meeting at a mutually agreeable time to discuss the matter with the director. Such meeting shall take place within ten (10) days of the filing of the written grievance. The filing of the grievance at the Second Step must be within twenty-five (25) days from the date of the occurrence of the event giving rise to the grievance. The director or other administrator who has the authority to make a decision on the grievance shall make such decision and communicate it in writing to the teacher and the chairman of Board of Control within ten (10) days of the grievance meeting.
- C. Third Step. In the event a grievance has not been satisfactorily resolved in the Second Step, the aggrieved teacher shall file, within ten (10) days after such written decision at the Second Step, a copy of the grievance with the chairman of the Board of Control. Within ten (10) days after such written grievance is filed, the aggrieved, representatives of the aggrieved as desired, the director and the chairman of the Board of Control, or his designee, shall meet to resolve the grievance. The chairman of the Board of Control or his/her designee shall file an answer within twenty-five (25) days of the Third Step grievance meeting and communicate it in writing to the teacher, director and the Association.
- D. If either party is not satisfied with the disposition of the grievance at the Third Step, either party may submit the grievance to final and binding arbitration under the “\Voluntary Labor Arbitration Rules\” of the American Arbitration Association. However, should both parties mutually agree, the grievance shall be submitted under the “\Expedited Labor Arbitration Rules\” of the American Arbitration Association. If a demand for arbitration is not filed within fifteen (15) days of the Third Step answer, the grievance shall be deemed withdrawn.
1. The arbitrator shall have no power to alter the terms of this Agreement.
 2. The arbitrator is empowered to include in any award such financial reimbursement or other lawful remedies as he/she judges to be proper.
 3. Either party may be represented at the hearing by counsel.
 4. The arbitrator shall be empowered to initially determine the arbitrability of any article or clause of this Agreement.
 5. Each party shall bear the full costs of its representation in arbitration. The cost of the arbitrator and of the American Arbitration Association shall be equally divided between the Board and the Association.

ARTICLE VI

Professional Growth

- 6.1 Courses for advancement on the salary schedule must be approved in advance by the Director. If such approval is denied, the teacher may appeal the decision to the joint committee on professional growth composed of a maximum of two (2) representatives from the Association and a maximum of two (2) representatives from the administration. The chairman of the Board of Control or his designee from the Board of the Control shall have the authority to approve or disapprove courses when the committee cannot reach agreement.
- 6.2 A. The purpose of the courses taken must be to improve a full-time teacher's ability to perform his/her assigned duties at WACC (unless other areas of emphasis or specialization within a teacher's certificate is declared to the Professional Growth Committee for courses or training taken in fields in which courses are offered to students attending WACC). Undergraduate courses, workshops, and extension courses may be approved for the purpose referred to in the preceding sentence.
- B. Professional development hours (PDH) applying toward salary adjustments will be increments set forth on the attached salary schedule. PDH will require prior administrative approval, a plan for application to instruction and proof of completion.
- 6.3 In accordance with the provisions set forth in this article, the Board will credit for horizontal advancement on the salary schedule a teacher with at least a Bachelor's degree earning approved credits from an accredited college or university or such PDH hours as are approved. Institutions or organizations located outside the State of Illinois, offering professional development during the WACC regular school year shall be subject to Board approval. Salary schedule placement will be made twice a year at the beginning of each semester upon receipt of evidence of satisfactory completion of a course or other professional development (a "C" or better grade for an academic course). A statement from the instructor of the course or the provider of professional development shall be acceptable evidence of completion. Official transcripts or certificates of completion for completed courses or PDH must be submitted to System Director by August 1 for advanced salary schedule placement at the beginning of the school term and December 15 for advanced salary schedule placement at the beginning of the second semester of the school term.
- 6.4 No more than six (6) semester hour credits or 90 PDH hours will be credited per semester during the regular WACC school year will be allowed.
- 6.5 Teachers pursuing a graduate program must have that program approved by the college advisor and filed with the System Director and approved by the professional growth committee before more than fifteen (15) hours credit beyond the previous degree will be approved for placement on the schedule. Courses approved by the college as part of a graduate program will always be accepted whether or not they seem pertinent to the situation. All Master's degrees will be recognized for placement on the salary schedule. Forms for approval of the degree program will be available in the Director's Office.

ARTICLE VII

Professional Qualifications and Assignments

- 7.1 A full-time teacher will be given written notice of his/her regular teaching assignment for the forthcoming year no later than forty-five (45) days preceding the first day of the new school term. In the event changes in such assignment are proposed, the teacher affected shall be notified promptly at the last known address. The teacher, if available, shall be counseled regarding the proposed changes. In no event shall changes in the teacher's assignment be made unless an emergency situation requires same. In the event of such an emergency, the teacher shall be allowed to resign if such change is not acceptable. Any teacher who has elected to resign shall file his resignation within five (5) calendar days after receipt of notice of assignment.
- 7.2 Teaching or supplementary pay assignment in addition to the normal teaching schedule shall not be obligatory but shall be with the consent of the teacher.
- 7.3 Positions in contracted programs such as LWIB shall be offered first to regularly appointed teachers at WRVS/WACC. In filling such positions, consideration shall be given to a teacher's qualifications. Such positions shall be filled on a rotating basis if teachers of equal competency should apply.
- 7.4 Members of the Association assigned to any satellite location, for the provision of WVRS programming, will be given not less than forty-five (45) days advance notice of such assignment. A full-time Association member may decline any such assignment. Prior to making such assignment the Director, or his / her designee, will solicit interest from qualified members but reserves the right to make unilateral assignment of less than full-time employees as may be in the best interest of the WVRS. In the event all full-time employees decline the assignment and no part-time employees exist to assign, the Director may hire outside persons to fill the positions. Where appropriate the Director, or his/her designee, may adjust arrival and or departure time according to the needs of any satellite location.

ARTICLE VIII

Working Conditions

- 8.1 The Board shall make available, in each building, restroom and lavatory facilities exclusively for teachers' use. The Board shall make available one room containing equipment and supplies to aid in the preparation of instructional materials, which shall be reserved for use as a teacher work area, and shall be furnished to serve as a faculty lounge.
- 8.2 Released time may be granted teachers of WRVS/WACC for the purpose of observing instructional programs and to attend professional conferences and workshops. The expense incurred by such attendance shall be borne in accordance with budgetary allotments. The Board shall make an effort to offer teachers an opportunity to attend such conferences on an equitable basis subject to the availability of funds, the source of the funds and any conditions for expenditure imposed by the funding agency, the status of the teacher with respect to committee membership, the status of school programs, and the frequency of prior attendance.

- 8.3 The parties agree that it is beneficial for WRVS/WACC teachers to fill extra-curricular positions for the member districts of WRVS/W ACC. It is suggested that, prior to accepting an extra-curricular position, the teacher consult with the Director of WACC, or the Director's designee to discuss the time commitments for the position, the frequency of the duties and any possible conflicts with class schedules. Release time shall be approved or disallowed taking into consideration the teacher's duties, class schedules and the needs of WACC.
- 8.4 The Board of Control may, in its discretion, implement a multi-hazard emergency operations plan. If such a plan is proposed to include the use of off-duty law enforcement personnel, or such other non-law enforcement personnel who may legally carry a weapon on school property, the Board must first give notice to the Association and get approval from the WRVS Association. WVRS Association members shall participate in any planned drills associated with any such plan and implement all measures directed by the Board of Control.

ARTICLE IX

Teacher Protection

- 9.1 Other than in exceptional circumstances reasonably requiring immediate action, any complaint by a parent of a student toward a teacher shall be channeled through the teacher. Every reasonable effort to schedule a conference between the teacher and the parent shall be made.
- 9.2 If the parent or teacher is not satisfied with the results of the conference, and if the parent is willing to participate therein, the following sequence of conferences shall be employed as needed: (1) teacher-parent-assistant director; (2) teacher-parent-system director; (3) teacher-parent-Board. If as a consequence of such complaint, any disciplinary action shall be taken, the teacher involved shall have the right to Association representation at any conference at which discipline of the teacher shall be discussed or administered, or to have a conference with an appropriate administrator to review such disciplinary action. Should the attempt to schedule a conference fail, the teacher will be kept informed of any action taken.

ARTICLE X

Leave

- 10.1 Each full-time teacher shall be entitled to a total of twelve (12) sick leave days with full pay per school term. Sick leave shall accumulate to the credit of the individual, without limit. Sick days for part-time teachers will be prorated. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for purposes of this section shall include: parents, spouse, significant other, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, legal guardians, step-parents, step-children, step-grandparents, uncles, aunts, nephews, nieces, and cousins and the immediate family members of any employee's significant other (excluding a spouse, parents-in-law and grandparents-in-law). A teacher's significant other must be designated in writing at least 10 school days in advance of the leave request. However, a teacher shall be eligible to receive more than twelve (12) sick leave days at the start of a school term provided he/she meets the following service and accumulated sick leave day requirements:

<u>Years of Completed Service to the District/ Number of Sick Leave Days Accumulated in the District at the end of the previous school year</u>	<u>Days of Sick Leave to be Granted</u>
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At least 6 years completed and between 76-119 days	13
At least 10 years completed and between 120-164 days	14
At least 14 years completed and between 165-214 days	15
At least 18 years completed and between 215-269 days	16
At least 24 years completed and at least 270 days	17

10.2 Two (2) personal leave days for each full-time staff member are granted and shall be used for business which cannot be reasonably conducted during non-school days or hours. Personal leave days for part-time personnel will be prorated. Such leave days will be allowed upon written request by the staff member a reasonable time in advance of the day to be gone depending upon the circumstances. However, the reason advanced for the personal leave day shall not be questioned when requested two (2) or more full school days in advance. Except in emergency circumstances when a written explanation shall be provided by the teacher, such days may not be requested nor allowed during the last two weeks school is in session nor the day preceding or following any holiday period, nor during the period of extended contracts. Only one may be used during the first two weeks of school and during the month of May. Based on the nearest whole number, no more than ten percent (10%) of the full-time teaching staff shall be absent at one time because of personal leave. If more than ten percent (10%) of the teachers apply for personal leave on a given day, the ten percent (10%) who request leave first shall be granted, except when emergency may necessitate leaves beyond the ten percent (10%) or when a husband and wife request such leave. In case of emergency, a reason shall be provided. One unused personal leave day per year will accumulate to a total of three (3) days the following year. Other unused personal leave days will be transferred into the individual teacher's accumulative sick leave days.

A. Restrictions on use of personal leave as to time of year and/or maximum building use shall not apply to attendance at funerals of the non-immediate family.

10.3 Unpaid Leaves of Absence: Teachers may be eligible for unpaid leaves of absence for any reasons, subject to the general conditions for leave (Section 10.5) and any other specific conditions which may apply as set forth in subparagraphs A through G below.

A. Maternity/Child-Rearing/Adoption Leave: Any teacher who has entered upon contractual continued service shall be entitled to maternity/child-rearing and/or adoption leave without pay or other benefits subject to the general conditions of Section 10.5 below. The effective dates of the leave shall be determined pursuant to Section 10.5 B except that the leave may extend for one additional school year beyond the balance of the year in which it commences. Nothing in this section shall be construed as requiring any teacher to apply for a maternity leave. A teacher not eligible for or not desiring maternity leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. If such employee shall have exhausted accumulated sick leave, she may be granted a

leave of absence without pay or other benefits during such period of disability subject to Section 10.4 B below.

- B. Disability Leave: Any teacher who is temporarily disabled and has exhausted all available sick leave shall be entitled to disability leave without pay or other benefits (except as eligible under TRS) subject to the general conditions of Section 10.5 below. Such leave shall be for the period of temporary disability only. For the purposes of this section, any absence because of disability or incapacity for less than ninety (90) consecutive school days, or for less than 90 out of 120 school days from the same illness or incapacity shall be deemed a temporary disability. Thereafter such absence may be deemed a permanent disability.
- C. Exchange Teacher Leave: Any teacher may request a leave without pay or other benefits for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; the Peace Corps; Teacher Corps, or Job Corps as a full time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities; or to serve as a consultant or director of a teacher center, subject to the general conditions of Section 10.5 below.
- D. Sabbatical Leave: Any teacher may request a leave without pay or other benefits for the purpose of engaging in study at an accredited college or university and reasonably related to his/her professional responsibilities, subject to the general conditions set forth in Section 10.5 below.
- E. Educational Organization Leave: Any teacher may request a leave without pay and other benefits for the purpose of serving as an officer of either the Sterling Education Association, the Illinois Education Association, the National Education Association or other professional educational organization, subject to the general conditions set forth in Section 10.5 below.
- F. Public Service Leave: Any teacher may request a leave without pay and other benefits for the purpose of campaigning for, or serving in, a public office subject to the general conditions set forth in Section 10.5 below.
- G. General Leave: Any teacher may request a leave without pay and other benefits for such other purposes deemed appropriate and beneficial to the school district as determined by the Board subject to the general condition of Section 10.5 below.

10.4 General Conditions for Leaves of Absence: Unless otherwise set forth in this agreement, any leave of absence granted by the Board for the reasons stated in Section 10.4 above is subject to the following general terms and conditions:

- A. Time Lines for Requesting Leaves: Application for an unpaid leave shall be made in writing to the System Director or designee at least sixty (60) calendar days prior to the proposed start of the leave. An emergency request or an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending dates of the leave and the basis for the emergency.
- B. Medical Substantiation: Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating medical disability.

Evidence from a qualified physician indicating the employee's ability to perform all assigned duties shall be submitted at least thirty (30) calendar days prior to the return of any employee on an unpaid leave for personal medical reasons.

- C. Structuring of Leave: After consultation with the teacher, the System Director or designee shall prepare a plan for the commencement and termination of any leave of absence recommended for approval, taking into consideration maintenance of continuity of the related district program, ethical factors if relevant, duration of the leave requested, availability of substitutes and other pertinent time factors related to the request. Unless expressly agreed otherwise, leaves shall be for one school year. Every effort shall be made to have leaves terminated immediately prior to the start of the new school year.
- D. Sick Leave: Sick leave shall not be applicable during the period of any leave. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the system.
- E. Insurance Benefits: With the consent of the carrier, a teacher on an unpaid leave of absence may maintain insurance benefits by making timely payment of all premiums which may be due to the business office or elsewhere pursuant to its direction.
- F. Early Return from Leave: A teacher on an approved leave of absence may request in writing to return from leave if the reasons for the leave no longer exist, subject to the discretion of the System Director.
- G. Non-Tenured Teachers: A leave may be granted to a non-tenured teacher by action of the Board of Control, subject to all the conditions applicable to a tenured teacher, provided the term of such leave shall not be considered in computing full-time employment under section 24-11 of The School Code for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have commenced her first probationary year. The granting of maternity leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher. Each request shall be judged on its own merit and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured teacher to apply for such leave or accept the conditions established therefor.
- H. Board Discretion: Notwithstanding the general conditions set forth above, the board retains the sole discretion to grant or extend any discretionary unpaid leave of absence under any conditions deemed appropriate. The granting or denying of an unpaid leave or extension shall be non-precedential with respect to any other request for leave by a teacher in the system.
- I. Eligibility for Further Leaves: Anything in this section to the contrary notwithstanding, a teacher who has been granted an unpaid leave of absence shall not become eligible for a subsequent leave unless and until such teacher has returned to full-time service for at least one (1) complete school term, provided, under exceptional circumstances, the board may grant such leave its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.

- J. In all instances where a teacher is granted a leave of absence of eight (8) calendar months or more, as a condition thereof, he/she shall advise the Director in writing no later than February 15th prior to the termination of such leave that he/she intends to return to employment. Failure to timely advise the superintendent or designee of intent to return as required by the preceding sentence shall be treated as an election not to return to employment and as a resignation from the system.
- K. Any teacher who has been employed ninety-one (91) or more teaching days, including institute days, of the school term during which the leave (or any portion thereof) was taken, shall advance on the salary schedule as he/she would have had if the leave had not been granted. Seniority shall not accrue during leaves of absence in excess of sixty (60) days.

ARTICLE XI

Evaluation

- 11.1 All teacher evaluations shall be conducted in accordance with the provisions of the school code, in current form and as amended by subsequent legislation or administrative rules.
- 11.2 The parties agree that the primary objective of the program to evaluate classroom/lab teaching performance is to improve the quality of instruction. The parties further recognize the importance and value of developing a procedure for assisting and evaluating the classroom/lab teaching progress and success of probationary and tenure teachers. Each teacher at WRVS/WACC shall be evaluated by the following procedure.
- 11.3 The teacher shall have the right to comment on the written evaluation by submitting such comment to his/her evaluator after receipt of such written evaluation. Such written comments, submitted by the teacher shall be attached to the evaluation report and placed in his/her personnel file.
- 11.4 Professional Development Plans and Remediation
 - A. In the event that an administrator determines that a teacher's performance is rated "Needs Improvement" under Article 24A-5 of the state school code a professional development plan will be developed as outlined in Article 24A-5 to begin within thirty (30) days of receiving the summative rating of "Needs Improvement".
 - B. In the event that an administrator determines that a teacher's performance is rated "Unsatisfactory" under Article 24A-5 of the state school code, a remediation plan will be developed as outlined in Article 24A-5. A consulting teacher to participate in this plan shall be selected by the participating administrator or principal of the teacher rated unsatisfactory from a list of at least five qualified teachers supplied by the association on a case by case basis. Such teacher shall be an educational employee as defined in the Educational Labor Relations Act, have at least five (5) years of teaching experience, have a reasonable familiarity with the assignment of the teacher being evaluated and have received an excellent rating on his/her most recent evaluation. In order for the association to compile the necessary list, the administration shall provide to the association each year a list of all teachers in the system so qualified to serve. In the event of a dispute as to qualifications, the State Board of Education shall determine qualification. If no teachers

are so qualified, or qualified teachers are unwilling to serve as a consulting teacher, the State Board of Education shall be asked to supply a list of qualified teachers. Nothing shall require a qualified teacher to participate as a consulting teacher. The consulting teacher will not be used to evaluate the performance of the teacher being evaluated under the remediation plan.

- C. Any teacher serving as a consulting teacher shall be reimbursed as per Article 17.2 (E) for all work (outside the school day) resulting from participation as a consulting teacher.

11.5 A teacher's personnel file shall be subject to review by the teacher upon request, save for confidential material from colleges and universities and prior employers.

11.6 An evaluation tool committee shall be established and comprised of two administrative representatives and two association representatives. Each party shall choose their own representatives for the committee. The committee shall meet at least annually to review the evaluation tool and shall make such changes as the group deems necessary by majority vote. A copy of the evaluation tool shall be provided the Association for approval prior to its implementation. No later than November 1, 2015, the Parties shall formally convene a joint committee composed of equal members from the Association and the Board to determine the student growth model that will be used for teacher evaluation purposes and the percentage of weight based on student growth that will be applied to teacher performance ratings. The Association and the Board shall select their own members to the committee and each shall designate one of its members as co-convenor.

ARTICLE XII

Vacancies, Transfers, and Promotions

12.1 All vacancies, transfers and promotions shall be conducted in accordance with the provisions of the school code, in current form and as amended by subsequent legislation or administrative rule, except as specified otherwise in this agreement.

- A. Whenever a vacancy arises in a teaching or administrative assignment, the chairperson of the Board of Control or his/her designee shall post notice of such vacancy within ten (10) days of Board action on the resignation or dismissal or the effective date of the resignation or dismissal which ever shall come first. Such notice shall be accompanied by a job description and statement of minimum qualifications. Hiring practices should be consistent with the job description.
- B. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for at least ten (10) calendar days. The chairperson of the Board of Control or his/her designee will notify the Association of temporary appointments.
- C. If any vacancy occurs after the last day of school and before the first day of school, notice of any vacancies will be mailed only to teachers who file their name and summer address with the director.
- D. Reassignment of a teacher to a different program and/or combination of programs shall be made only after conferring with the involved teacher when possible. Teachers reassigned

will be considered for other vacancies in positions in which they have previously taught prior to teachers who have not been reassigned the previous school year.

ARTICLE XIII

Teaching Hours and Assignments

- 13.1 The WACC contractual day will begin at 7:45 a.m. The teacher work day shall not exceed seven (7) hours and forty-five (45) minutes on all school days except when faculty meetings, parent-teacher conferences, including Open House (not on a weekend), student supervision in an emergency situation, or director's General Advisory Committee meeting alters this schedule. On the last attendance day before scheduled vacations and on Fridays, the teachers may leave fifteen (15) minutes after student dismissal. There shall be no more than six (6) meetings per month called by the administration during Non-teaching time. For personal and professional reasons, teachers may request approval from the director to leave the building during non-teaching time.
- 13.2 The normal daily teaching load for a WACC teacher shall not exceed three (3) one hundred ten (110) minute teaching blocks. The school year shall be one hundred eighty (180) school days plus one (1) day extended contract. One-half (.5) of this extended contract day shall be used for the WACC open house and one-half (.5) of this extended contract day shall be used for member school's awards night as assigned in the spring. All staff are to fulfill the extended contract requirements if they teach two (2) or more blocks of time.
- 13.3 If there is a lack of a substitute teacher, a regular teacher shall, except in case of emergency, have the right to refuse to accept a class. When a teacher takes another class in lieu of hiring a substitute, he/she shall be compensated at the rate of twenty-eight (\$28) dollars per clock hour.
- 13.4 The Director shall adopt, not later than the April Board of Control meeting, a school year calendar identifying the scheduled dates of attendance for the upcoming year and establishing the first day of school.
- 13.5 In effort to expand course offerings, or to create new types of teaching services, the Board may offer to a teacher the option to teach a class with low enrollment at a reduced salary level. This offering may include a new course or expanding a course currently offered into additional teaching blocks. The reduced salary for the additional course for a full-time teacher shall be determined by dividing the total student enrollment by the full class load of forty-two (42) students. The reduced salary for a two-thirds time teacher shall be determined by dividing the total student enrollment by the class load of twenty-eight (28) students. The reduced salary for a one-third time teacher shall be determined by dividing the total student enrollment by the class load of fourteen (14) students. This ratio is multiplied by the salary the teacher would have received for teaching the additional class without low enrollment to yield the reduced salary. The enrollment used to determine the teacher's salary will be the Sixth Day Enrollment. The teacher shall not make less than 66.67% of the salary for the additional course or block he or she would have received for teaching the class at full enrollment. If new students are added to the class after the 6th day enrollment, the teacher's salary will be increased for every student added beyond 66.67% of full student enrollment the fifth day after the student is enrolled in the class during each semester. Payment for the students added will be begin the on the first payroll following the fifth day a student is enrolled in the class. Compensation for students added

in the first semester will be paid by December 31st and compensation for students added in the second semester will be paid in full by the payroll following the last day of student attendance for the current school year. Compensation for students added after the 6th day enrollment will be recalculated for the second semester based on the number of students dropped and added after first semester. Teachers with a two-thirds teaching assignment will be required to be present in the building fifteen (15) minutes prior to the beginning of their first teaching block and fifteen (15) minutes after the students in their final block are dismissed for the day.

ARTICLE XIV

Reduction in Teachers

- 14.1 If the Board determines that a reduction in the number of teachers employed is necessary, or that a particular type of teaching service should be discontinued, all dismissals and subsequent recalls of teachers shall be conducted in accordance with the provisions of the school code, in current form and as amended by subsequent legislation or administrative rules except as specified otherwise in this agreement.
- 14.2 If a particular type of teaching service should be discontinued due to low enrollment, the Board may offer to a teacher who has been honorably dismissed from teaching service, and who has received a rating of Proficient or Excellent on his or her last two summative evaluations, the option to teach the class with the low enrollment at a reduced salary level. The reduced salary for a full-time teacher shall be determined by dividing the total student enrollment by the full class load of forty-two (42) students. The reduced salary for a two-thirds time teacher shall be determined by dividing the total student enrollment by the class load of twenty-eight (28) students. The reduced salary for a one-third time teacher shall be determined by dividing the total student enrollment by the class load of fourteen (14) students. This ratio is multiplied by the teacher's normal salary to yield the reduced salary. The enrollment used to determine the teacher's salary will be the Sixth Day Enrollment. The teacher shall not make less than 66.67% of the salary for the additional course or block he or she would have received for teaching the class at full enrollment. If new students are added to the class after the 6th day enrollment, the teacher's salary will be increased for every student added beyond 66.67% of full student enrollment the fifth day after the student is enrolled in the class during each semester per the provisions of Article 13.5. If the dismissed teacher declines to teach at the reduced rate, the teaching position for the low enrollment class may not be filled by other new employees. If a teacher declines to teach the low enrolled course, this shall not disqualify the teacher for a subsequent full time position the teacher would otherwise qualify for pursuant to the rights of recall. The teacher shall submit in writing to the Board of Control his or her intent to accept or decline to teach under the above provisions by May 15. Should a teacher submit in writing that he or she accepts employment under the above provisions, and later retracts this commitment to teach at WACC under the above provisions, this shall disqualify the teacher for a subsequent full time position the teacher would otherwise qualify for pursuant to the rights of recall, and the teaching position can be filled by a new teacher.
- 14.3 The Board agrees that prior to public announcement of a teacher reduction, the teacher(s) to be released will be informed of such action by a WACC administrator.

14.4 The Board of Control and Association convene a joint committee for the purpose of initiating and monitoring the reduction-in-force procedures. The committee shall be made up of 4 members divided equally between Board and Association members. The Association and Board shall select their own members to the committee and each shall designate one of their members as co-conveners. The co-conveners shall establish the agenda and meeting times of the committee. The committee shall establish the criteria for moving individuals from Group 2 into Group 3 and any alternate definition of placement into Group 4. The committee shall convene its first meeting by December 1 of each school year. If no agreement is reached, statutory definition of Groups 2 and 4 will govern. Placement parameters shall be determined by February 1 of each year in order to affect RIF sequencing for that Spring. The committee shall also monitor the evaluation rating trends in the District and shall prepare an annual report for the School Board and Association. Any member of the committee may request and receive the past two (2) evaluation ratings of any employee in the District as well as that employee's length of service. All decisions of the committee shall be by majority vote. The Board agrees that prior to public announcement of a teacher reduction, the teacher(s) to be released will be informed of such action by a WACC administrator.

ARTICLE XV

Payroll Deductions

15.1 The Board shall provide deduction services to include, but not limited to: Association professional dues, Credit Union, group life and health insurance, government savings bonds, tax-sheltered annuities and United Way subject to the following:

A. Professional Dues

1. The Board shall deduct from the pay of each teacher all current membership dues of the Sterling Education Association, Illinois Education Association and National Education Association, at a proportionate rate per pay period. Such deductions shall be made upon the written authorization of the teacher. Authorization cards shall be furnished by the Association.
2. Any teacher employed after the start of the school term may authorize dues deduction by presenting an authorization card to the Board, such authorization to be effective within thirty (30) days of such presentation. The combined annual membership dues will be prorated and deducted from the remaining paychecks.
3. If a teacher resigns from the employment of the Board prior to termination of the effective period of the then current authorization, the Board shall deduct the unpaid portion of such authorization from the teacher's final pay check provided such is consistent with the authorization previously filed with the Board and monies are available for such deduction.
4. Within ten (10) days of each pay period, the Board shall forward to the treasurer of the Association all dues collected.
5. Nothing herein shall be construed as to compel the Board to alter the amount to be deducted from an individual teacher's pay during the course of any single school term.

6. The Association shall indemnify and save harmless the Board and all of its agents and employees from any and all claims, demands, suits, and costs incurred in connection with such claims, demands, or suits resulting from any reasonable action, or failure to act, by the Board or any of its agents or employees for the purpose of complying with the provisions of this article. The Board retains the right to select its own attorneys and the Association agrees to reimburse the Board for reasonable attorneys' fees incurred in connection with this provision.
- B. Credit Union deductions may be changed by all school employees on September 15, October 15, and January 15 of each school year. Changes may also be made on the 15th of any other month during the school year, but the Credit Union must pay a nominal fee to cover the cost of the changeover.
 - C. Tax-sheltered annuities may be placed on payroll deduction. However, the companies participating in the program will be limited to those companies participating in the deduction program at the time this Agreement is signed. Other companies may participate only by mutual consent of the Board and the Association. Deductions may start or be changed on the following dates only: October 1, January 1, April 1, and June 1.

ARTICLE XVI

Salary and Benefits

16.1 Insurance

- A. WRVS bargaining unit members shall participate in the group health and dental insurance plans offered by WRVS's administrative agent, Sterling Community Unit School District No. 5 (CUSD 5), to the members of the Sterling Education Association employed by CUSD 5. The Board of Control shall pay the same employer share of the health insurance premium for WRVS bargaining unit members as paid by CUSD 5 for its covered employees. WRVS bargaining unit members shall pay the same premiums as those paid by CUSD 5 covered employees. All of the terms and conditions of the CUSD 5 health insurance plan shall apply to WRVS bargaining unit members including, but not limited to, eligibility requirements, deductibles, co-pays and premiums rates that are in effect on the effective date of this Agreement and as may be modified by successor collective bargaining agreements between CUSD 5 and the Sterling Education Association.
- B. The WRVS bargaining unit members shall appoint a representative to the joint insurance committee. The joint insurance committee shall meet quarterly to review data and discuss insurance issues.

16.2 Salary

- A. The number of contracted teaching days is 180 days and one extended contract day per the provisions of Article 13.2. If a teacher requires additional time prior to the commencement of the school year, the teacher may apply for additional hours with the administration. If the administration approves additional hours, the teacher shall be compensated on an hourly basis at the rate set forth in paragraph E below.

Additional time may be approved at the discretion of the administration for the following purposes:

1. Improvement of curriculum and instruction.
2. Maintenance of equipment in their instructional areas.
3. Continued visits to business, schools and industry related to their instructional area.
4. Sponsor club activities related to their instructional area as assigned.
5. Other duties/projects as assigned or approved by the administration.

Additional time shall not be used for inservice days.

The approval or denial of additional time shall not constitute precedence. A teacher may grieve the denial of a request for additional time through level 3 of the grievance process. There shall be no binding arbitration.

B. Salary Schedule:

Bargaining unit members shall be paid according to the Salary Schedule attached as "Attachment A". Teachers shall be allowed lane movements (education). For each year of the Agreement each teacher who has not reached the bottom of his/her lane shall advance one step. Teachers shall be allowed lane movement for education. For each year of the Agreement, teachers who reached the bottom of their respective columns and do not advance a step from the previous school year shall receive a stipend of \$500 added to the current step amount for that year. Teachers who previously reached the bottom step of their respective column on the 2011-2012 salary schedule shall remain off schedule and will receive a stipend of \$500 added to the previous year's salary for each year of the agreement.

The Board will determine the initial placement on the salary schedule with prospective/newly hired teachers based upon the teacher's level of education and the number of years of teaching or work experience. The Board agrees that no newly hired teacher will be placed in an education lane beyond the educational credit hours the newly hired teacher has completed. Teachers will be given one step on the salary schedule for each year of teaching experience. Teachers with only work experience will be initially placed as provided in the chart below. Teachers with both teaching and work experience will be credited first with teaching experience and then credited with work experience as provided in the chart below. Experience credit for initial placement on the salary schedule will be limited to Step 10. The Board will inform the Association of the initial salary schedule placement for any new employee based on the prospective employee's prior education, training, work and teaching experience. Such notification will be given to the Association no later than fourteen (14) days after Board's approval of the hiring of any new employees.

0-2 Years of Experience	3-5 Years of Experience	6-8 Years of Experience	9 + Years of Experience
Step 1	Step 2	Step 3	Step 4

- A teacher must have two years experience in the field for certification, therefore he/she would start at Step 1 if they have less than 3 years of experience.

- A teacher with 3 up to 5 years of experience starts at Step 2 of the appropriate lane
- A teacher with 6 up to 9 years of experience starts at Step 3 of the appropriate lane
- A teacher with 9 or more years of experience starts at Step 4 of the appropriate lane

- C. WVRS will follow the pay schedule adopted by Sterling Public Schools and normally consist of twenty-six (26) pays. Paydays will ordinarily be every other Friday during the school year, with holiday exceptions where payments will occur prior to the holiday. All teachers shall be required to receive their paychecks via direct deposit. Teachers may elect to receive their summer paychecks in regular bi-weekly installments or to receive their summer paychecks in a lump sum with the last payday of the school year being the last teacher attendance day of the school year. Teachers must indicate their choice prior to July 31st each year. Failure to make an election will result in a teacher receiving his/her regular bi-weekly installments during the summer. Any employees hired after July 31st shall automatically receive their summer paychecks in a lump sum during the first year of employment. Any employee who is retiring at the end of the school year shall also automatically receive his/her summer paychecks in a lump sum.
- D. Teachers shall be compensated at the rate of \$29 per class hour for teaching summer school, approved additional hours pursuant to paragraph A. above and for part-time summer curriculum work.
- E. Each degree teacher shall be placed on the salary schedule at the step representing completed years of experience and educational qualifications, except the following:
1. Newly hired teachers with no experience may be placed on step 1 of the salary schedule. This provision shall not alter the placement of any other teacher on the salary schedule.
 2. Teachers who were initially hired by WRVS/WACC who were employed for ninety-one or more consecutive teaching days, including institute days, in any school year since such employment commenced, shall be entitled to a full year credit for advancement on the salary schedule for such year.
- F. No teacher on the BA+48 column shall suffer a reduction in their BA+48 compensation as a result of earning an MA degree for purposes of advancement on the salary schedule.

16.3 TRS - As a fringe benefit and pursuant to authority granted by Section 414 (h) (2) of the Internal Revenue Code, the Board will:

- A. In addition to the Board's required contribution to the Illinois Teachers Retirement System (TRS), the Board shall pick up and pay the employee's contribution to TRS to a maximum of 9.4% of a teacher's creditable earnings. In the event TRS increases the employee contribution percentage during the term of this Agreement, such increase shall be the full responsibility of the teacher.
- B. Consider as excludable or "picked up" for federal income tax purposes the amount paid by the Board of Control to the Illinois Teachers Retirement System.

- C. Not report the excludable or “picked up” income as part of the staff member’s gross income to the Internal Revenue Service, subject to the following provisions:
1. In the event a decision is rendered by any court, state or Federal, holding that an Illinois Board of Education has no legal authority to pay an employee’s contribution, or any part thereof, to the Illinois Teachers Retirement System, and/or in the event that a ruling is rendered by the Internal Revenue Service or the Illinois Department of Revenue, that the Board’s payment on behalf of such an individual is subject to the provisions of the Federal and/or State law requiring withholding of income tax and the Board is liable thereof, the provisions of this Section with reference to such payments shall immediately become null, void and unenforceable, and the staff member shall have deducted from his /her total compensation such additional amounts as are required for taxes and any penalties and/or interest.

16.4 Early Retirement:

- A. The parties recognize that applications for participation in said program are subject to the approval of the Board.
- B. Retirement Benefits (Non-MERO): If a teacher meets all of the eligibility requirements contained in paragraph 1 (one) of this Section, the teacher shall be paid a retirement benefit in accordance with paragraph 2 (two) of this Section.
 1. To be eligible for retirement benefits, a teacher:
 - a. Must retire from the district pursuant to the rules of the Illinois TRS;
 - b. Must submit notice of intent to retire to the District by June 15th, prior to the school year in which benefits will begin under this program;
 - c. Must not have received a greater than 3% increase in creditable earnings for the school year in which the letter of retirement is submitted, and in any of the two preceding years. If the teacher’s non-exempt creditable earnings exceed 3% during this “look-back” period, the teacher may retire without the benefits provided herein or may determine to postpone the submission of his/her letter of retirement until a later date;
 - d. May not be receiving retirement benefits from previous contracts;
 - e. May retire before reaching full retirement if there are no additional costs to the District;
 - f. At the date of actual retirement, the teacher must be at least sixty (60) years of age (or be at least fifty-five (55) years of age with thirty-five (35) years of creditable service, which may include sick leave if it is recognized by TRS for service credit), with at least fifteen (15) years of creditable service with the Whiteside Area Career Center, and must be considered eligible to retire without penalty to the teacher or the District by TRS.
 - g. A teacher exercising the Early Retirement option must elect to commence early retirement benefits in the first year in which the teacher becomes

eligible for such benefits under subsections a. through f. above. Teachers who would have been eligible for Early Retirement in the 2015-16 school term pursuant to the language contained in the 2013-15 collective bargaining agreement, may exercise the option by giving notice of retirement in the 2015-16 school term, with benefits commencing no later than the 2016-17 school term.

2. Retirement Benefits

- a. Provided the employee meets all the eligibility requirements herein, the employee shall receive a 3% increase in total creditable earnings over each of the prior year's total creditable earnings for a maximum of up to three years.
- b. Such retirement benefits shall be in lieu of all scheduled salary increases, supplemental duty pay, overload, summer school, hourly work, and any other form of creditable earnings. The retirement benefits shall be a part of the employee's regular pay and shall be paid with the regular paychecks, the last of which will be paid in June of the last school year the teacher is employed.
- c. If the creditable earnings used by the District to calculate a teacher's 4% retirement benefit includes supplemental duty or overload pay and the teacher subsequently stops performing the supplemental duties or overload assignment, the District will deduct the supplemental duty or overload pay from the teacher's retirement benefit. However, if a teacher's supplemental/overload assignment is removed due to program cuts, lack of enrollment, or some other circumstance beyond the teacher's control, there shall be no reduction in compensation.
- d. These retirement benefits shall only be available if the retiring teacher does not elect and receive a new statutory retirement plan which is unforeseen at the date of this contract (the intent of this clause is to prevent a retiring teacher from "double dipping" by accepting this retirement plan and another substantial retirement plan which may be enacted after the date of this contract). In the event that current ERO or 2.2 language is substantially modified or deleted by legislation, to the financial detriment of the teacher, and the retiring teacher has previously given the Board a written notice of retirement under ERO, the teacher will be allowed to withdraw his or her resignation previously given and elect the retirement benefits otherwise available under this contract.

Legislative Changes:

In the event the Illinois General Assembly enacts legislation imposing a penalty on the District for providing this three-year retirement option, the benefit will cease to exist as of the start of the school year following the effective date of such legislation.

- C. This provision shall not preclude other individual early retirement agreements (Option D).
- D. The Board may limit the number of teachers who may retire under the Early Retirement Without Discount provision of the Illinois *Pension Code*, 40 ILCS 5/16-133.2, to 10% of those eligible, with the right to participate allocated among those applying on the basis of

seniority in the service of the District. The Board retains the right to waive the 10% limit on a non-precedential basis.

- E. The Board, in its sole discretion, and on a very limited basis, may grant additional sick leave days to a retiring teacher. The retiring teacher must submit a request for such additional sick leave days to the Director by no later than April 1st of the school year two years prior to the teacher’s intended date of retirement. The teacher shall have the right to be accompanied by an SEA representative at any meeting(s) with the administration and/or Board to discuss the possible granting of additional sick leave days. The Board’s decision shall be non-precedential and non-grievable.

16.5 125 Salary Reduction Plan: Beginning August 21, 1992, the Board shall implement a Section 125 plan through salary reduction that will allow teachers to elect to take their full salary in cash (less required deductions) or to designate a portion of their salary for the payment of group medical, dental or hospitalization insurance premiums not paid by the Board in accordance with the requirements of Section 125 of the Internal Revenue Code.

The joint insurance committee shall make recommendations to the Board of Control and the Association regarding expansion of the Center’s Section 125 plan. To the extent required as a result of such expansion, the Board shall pay the start-up costs and the Board and the participating employee shall split the cost of the monthly fee.

16.6 Miscellaneous

- A. The business office shall make arrangements to provide specific data for each employee on payroll stubs or other reasonable alternative methods regarding wages, deductions, schedule placement, credit hours, leave day balances, and other readily available individual employee financial data.
- B. Any teacher required by the Board to use his/her own vehicle during the course of the regular school day and in connection with his/her regular school duties (excluding trips to and from home) shall be reimbursed at the prevailing IRS rate per mile to be determined as of July 1 of each year and to remain in effect until the following June 30.

ARTICLE XVII

Duration and Acceptance of Agreement

17.1 This Agreement shall be effective upon its ratification by both parties August 1, 2018, and shall continue in effect through and including July 31, 2019.

17.2 This agreement is signed this _____ day of _____, 2018.

In witness thereof:

For the Sterling Education Association:

For the Board of Control WACC

President

Chairman

Secretary

Vice-Chairman

APPENDIX A