## PROFESSIONAL NEGOTIATION AGREEMENT

#### BETWEEN

# THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 11 WARRENSBURG, ILLINOIS

#### AND

THE WARRENSBURG-LATHAM EDUCATION ASSOCIATION
CHARTERED WITH THE ILLINOIS EDUCATION ASSOCIATION
AND THE NATIONAL EDUCATIONAL ASSOCIATION

2019-20

2020-21

2021-22

2022-23

2023-24

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#### I PREAMBLE

- A. The Board of Education of Warrensburg-Latham Unit District #11 and the Warrensburg-Latham Education Association recognize that the ultimate aim of public school is to provide the best education possible for children and youth in the district. Attainment of these education objectives is a joint responsibility of the board of education, the administrative and supervisory staff, and the professional teaching personnel.
- B. Attainment of educational objectives of the district requires mutual understanding and cooperation between the board, the administrative and supervisory staff, and the professional teaching personnel. To this end, free and open exchange of views is desirable and necessary with all parties participating in good faith negotiations.
- C. It is recognized that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the district depends upon the maximum utilization of the conditions under which their services are rendered. As evidence of its acceptance of the professional rights and responsibilities of teachers, the association has endorsed the Uniform Code of Ethics of the National Educational Association.
- D. It is recognized that the Superintendent has a dual role to fulfill, as educational and professional leader of the staff and as Chief Administrative Officer of the Board of Education. It is recognized that the administration has the responsibility to provide those conditions which enable teachers and other staff members to achieve their professional goals within a framework of improved educational service to pupils. Therefore, administrators should be involved in decisions on matters which affect the exercise of this responsibility.

#### II RECOGNITION

- A. The Board of Education hereby recognizes the Association chartered with I.E.A. -N.E.A. as the exclusive bargaining agent for all certified professional personnel employed in the district on at least a half-time basis up to and including full time personnel but excluding any retired teachers working on a part-time basis. Positions excluded from this agreement include the Superintendent, High School Principal, High School Assistant Principal, Elementary Principal, Middle School Principal, and Technology/Grants/Public Relations Director and the Activity/Facility Director.
- B. The term "teacher" when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit defined above.

#### III DEFINITION OF RESPONSIBILITIES AND RIGHTS

- A. The Board agrees to participate in good faith negotiations with the duly designated representatives of the Association.
- B. The Association and the Board agree that negotiation in good faith may encompass all mandatory subjects of bargaining as defined by the Illinois Educational Labor Relations Act (IELRA).
- C. "Good Faith" is defined as the mutual responsibility of the Board and the Association to deal with each other openly and fairly and to sincerely endeavor to reach agreement on items being negotiated.
- D. It is the mutual responsibility of the Board and the Association to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations, and to reach tentative agreement which shall be presented to the Board and Association respectively for ratification.
- E. Professional employees shall have the right to form, join or assist professional employee's organizations, and to participate in professional negotiations with the school board through representatives of their own choosing. Professional employees shall also have the right to refrain from any or all of such activities.
- F. The Board will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the school board, or institution of any grievance, complaint, or proceeding under this agreement.
- G. Consistent with the Code of Ethics of the Education Profession, teachers shall be entitled to full rights of citizenship and the exercise thereof shall not be grounds for any discipline or discrimination against a teacher.
- H. Reasonable requests for access by Association representatives to work areas of professionals represented by the Association will be granted by the administration provided that no interference with the instructional program would be occasioned by granting of such requests and provided all visitors check in at the building office.
- I. The Association shall have the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the negotiating agents' business on behalf of the members of the negotiating unit.
- J. The Association shall also have the right to hold general membership meetings on school district property with prior notification of the building principal provided such meetings do not interfere with any aspect of the instructional program and these meetings will entail no additional maintenance or custodial expense.
- K. The Association shall be provided with bulletin board space in each school. Only authorized representatives of the Association will use bulletin boards for Association announcements

- and all material posted will relate only to the Association's official business as negotiating agent of the teaching staff.
- L. No Associations view on matters relating to Supervisor-Teacher or School Board-Teacher relationships will be discussed in the presence of students, and the guidelines of the <u>Federal Education Rights and Privacy Act and the Illinois School Student Records Act</u> will be followed in all discussions in the presence of students, parents and community members.
- M. The Board will deduct from the salary of a professional employee, upon receipt of a document signed by such employee and authorizing such deduction, the fees and dues required for membership in the association provided that such authorization shall not be revocable for a period of one year.
- N. The Association shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the school including financial statement and adopted budget. In addition, the Board and the administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information.
- O. Board minutes will be emailed to the President(s) of the Association when they are mailed to the Board.
- P. Announcements of Association business, which have no impact on the student body, may be read over the school intercom system at times when other announcements are customarily made.
- Q. The district plan for teacher evaluation will be cooperatively designed, implemented, revised, and reviewed when needed by representatives of the Association, Board of Education, the Administration, and the Evaluation Committee. Illinois School Code and Rules and Regulations will be followed.
- R. Before any teacher is issued a written reprimand or suspension without pay, such teacher shall be afforded an opportunity to hear the reason for the issuance of such discipline and an opportunity to respond. In the event of a suspension without pay, the teacher shall have, at his or her request, the right to a hearing before the Board.

#### IV EFFECT OF AGREEMENT

- A. The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in an amendment hereto.
- B. This Agreement shall not be modified in whole or in part by the WLEA or the WL School Board except by an Amendment in writing duly executed by both parties.

- C. The terms and conditions of this Agreement shall be reflected in the individual salary/benefits summary provided at the end of the school year for the following year.
- D. Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section or Clause.

#### V NEGOTIATION PROCEDURES

- A. Each party in any negotiations shall select its negotiating representatives provided that the Board shall not select a teacher as its representative.
- B. Either party may select whomever they wish to represent them in negotiations except as limited in "A" above.
- C. Negotiations shall be initiated by a letter of intent submitted to the Board by the Association on or prior to March 1 of the negotiating year. Negotiations will begin within 60 days of the receipt of the notice or by a mutually agreeable date.
- D. During negotiations, agreed-upon material shall be prepared for the Board and the Association and signed prior to the adjournment of the meeting at which agreement was reached.
- E. Agreement and Appendices. When the Association and Board reach tentative agreement on all matters being negotiated, they will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board of Education for official approval upon ratification by both parties, they shall become a part of this Agreement.
- F. Definition of Impasse. The Illinois Education Labor Relations Act will be followed by both parties should an impasse occur.
- G. If impasse has been declared, both parties shall mutually request the services of a mediator from the Federal Mediation and Conciliation Service.

#### VI DURATION OF AGREEMENT

This Agreement shall remain in force from year to year after December 1970 unless:

- A. Notice is given prior to May 1 of the year in which this Agreement is to terminate, or prior to May 1 of any subsequent year, by either party, of its desire to terminate, amend or modify this Agreement. Upon receipt of such notice, arrangement shall promptly be made for negotiations to commence per Article V.
- B. The Association is prohibited from any strike action during the term of this agreement.
- C. Waiver of Additional Bargaining......

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School district and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice, or custom to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### VII GRIEVANCE PROCEDURE

- A. Definition A grievance is defined as a complaint that there has been an alleged violation, misinterpretation or misapplication of any of the provisions of this Agreement.
- B. State of Basic Principles:
  - Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted without intervention or representation of organization representatives.
  - 2. A teacher who participates in the grievance procedures shall not be subjected to discipline or reprisal because of such participation.
  - 3. The failure of a teacher or the Association 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.
  - 4. Any teacher has a right to be represented in the grievance procedure. The teacher shall be present at any grievance discussion when the administration and or the Association deem it necessary. When the presence of a teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits.
  - 5. In any instance where the Association is not represented in the grievance procedure, the Association will be notified of the final disposition of the grievance which disposition shall not be in conflict with any of the terms or conditions of this Agreement. Any final disposition of grievance alleged by the Association to be in conflict with this agreement shall be grievable by the Association.

- 6. Hearings and conferences under this procedure 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 hearings and conferences 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.
- 7. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or teacher organization representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

#### C. Procedures

- 1. First step: An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her immediate superior.
- 2. Second step: If 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 principal. The written grievance should state the natures of the grievance, should note the specific clause or clauses of the Agreement allegedly violated, and should state the remedy requested. The filing of the grievance at the third step must be within 10 working days from the date of the occurrence of the event giving rise to the grievance, the principal or other administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the teacher and the Superintendent within ten (10) working days.
- 3. Third step: In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher shall file, within five (5) working days of the principal's written decision or answer at the second step, a copy of the grievance with the Superintendent, within ten (10) working days after such written grievance is filed, the aggrieved, representative of the aggrieved as desired, the principal and the superintendent, or his designee, shall file an answer within ten (10) working days of the fourth step grievance meeting and communicate it in writing to the teacher, the principal, and the Association.
- 4. Fourth step: In the event a grievance has not been satisfactorily resolved at the third step, the aggrieved teacher shall file, within five (5) working days of the principal's written decision or answer at the third step, a copy of the grievance with the Board of Education, within ten (10) working days after such written grievance is filed, the aggrieved, representative of the aggrieved as desired, the principal and the superintendent, or his designee, shall file an answer within ten (10) working days of the fourth step grievance meeting and communicate it in writing to the teacher, the principal, and the Association.
- 5. Fifth step: If the grievance is not resolved satisfactorily to the Association within five (5) working days after consideration by the Board, there shall be available a sixth step of impartial, binding arbitration. The Association may submit, in writing, a request to enter

into such arbitration. The Arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within seven (7) working days after said notice is given. If a mutually agreeable arbitrator cannot be selected within seven (7) working days, the parties will request a list of arbitrators from the American Arbitration Association. Selection of the Arbitrator shall be made in accordance with the procedures of the American Arbitration Association.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the Arbitration shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Board and the Association and his decision must be based solely upon his interpretation of the meaning or application of the expressed relevant language of the Agreement.

#### VIII PROFESSIONAL RELATIONS CABINET MEETINGS

Representatives of the Board, Administration, and the Association shall meet regularly at mutually agreed times. An agenda will be provided by the WLEA to the Superintendent at least five (5) days prior to the meeting. The cabinet's purpose is to recognize the responsibility of teachers and administration to work together. The Board recognizes that teachers are qualified to make recommendations regarding areas of mutual concern or interest. The Association recognizes that the cabinet serves in an advisory and consultative capacity only, and that the purpose of the cabinet does not include processing or discussing grievances or issues that have not been previously addressed with building level administration.

#### IX INSURANCE

- A. An individual portion of the group health care program and \$5,000 worth of life insurance benefits shall be paid by the Board for each certified employee on the schedule. The employee will be responsible for the first \$1500 of the plan deductible. The district will pay 100% of the employee premium up to \$550. Any amount between \$550-700 will be split 50% by the district and 50% by the employee. Any amount over \$700 will be paid 100% by the employee.
- B. In those cases where the member's spouse is also employed in the district, the Board will pay each individual portion toward the family premium.
- C. This plan is applicable to full time employees only.
- D. If the insurance carrier permits, teachers who retire may remain on the group insurance plan providing the member reimburses the district the entire premium.
- E. An individual must appropriately complete the enrollment forms provided by the insurance carrier to be eligible for insurance.
- F. The District will have an Advisory Health Insurance Committee made up of employees and board members. The purpose of this committee is to receive feedback about the current health insurance coverage, review all available proposals for new coverage, and to answer additional questions. The insurance renewal is an annual occurrence and timing of the annual meeting is based on when proposals and rates are available to the district. An additional meeting may be scheduled to review the current health insurance coverage and answer any questions.

#### X LEAVES

- A. Sick Leave: Sick leave will accumulate at a rate of twelve (12) days per year to a maximum total of 340 days.
- B. Personal Leave Days
  - 1. Each teacher will receive 3 personal days every year. Personal days may not be taken on SIP or in-service days. Exceptions shall be made at times when a teacher's family is involved in graduation exercises, honor ceremonies, religious holiday, emergencies, other reasons will be determined on a case by case basis.
  - 2. Leave request must be made twenty-four (24) hours in advance.
  - 3. One of the three (3) personal leave days may be taken on the first working day preceding or following a vacation or holiday except for the Christmas vacation period. Personal leave may not be taken during the first or last five (5) days of the school year or on either side of a holiday extended beyond a three (3) day weekend. This includes the spring

break when it is on the calendar, Thanksgiving, Christmas and other breaks which are already extended beyond a three-day weekend.

- 4. No more than two (2) teachers per units K through 5, 6 through 8, and 9 through 12 shall be allowed personal leave per day at any time.
- Exceptions shall be made at times when a teacher's family is involved in graduation exercises, honor ceremonies, religious holidays, or emergencies approved by the Superintendent.
- 6. Any unused personal days will roll over to sick days.
- All personal days may be used consecutively. All unused personal leave days in excess
  of the maximum allowed to accumulate will rollover into sick leave days.
- 8. Funeral leave will be deducted from sick leave total.

#### C. Professional Leave

Certified staff members will be allowed two (2) days professional every year, reimbursement for mileage at the prevailing IRS mileage rate may be obtained by purchase order through your principal.

#### D. Association Leave

Authorized Association representatives or delegates shall be granted time to attend State or National Association workshops, conferences, business meetings or related activities, provided that the total time collectively for all staff does not exceed six days per school year. There shall be no salary deduction provided the W.L.E.A. reimburses the school district the cost of the substitute.

#### XI SCHEDULE

The High School and the Middle School schedules will be coordinated when school is in session for one half day.

School will be dismissed early on the 2<sup>nd</sup> final exam day of the 2<sup>nd</sup> semester, after the five (5) clock hour mandate has been met.

The teachers' school day shall be 7:45 a.m. to 3:15 p.m. On days when students are dismissed early due to emergency or hazardous type conditions, teachers will be allowed to leave after students have been dismissed and the buses have departed. Any students left on the campus <u>after 15 minutes of the dismissal will be taken to a designated place to be taken care of by an administrator or certified staff member designated beforehand by the administrator.</u>

Teachers who violate the prescribed arrival and dismissal times for the work day, exceed the lunch period while off campus, or leave the building during preparation time without

administrative permission shall be given a written warning prior to a formal written reprimand placed in their files and further discipline in subsequent cases.

The present student day will be 8:00 a.m. to 3:01 p.m.

#### XII REDUCTION OF STAFF

When it becomes necessary to reduce expenditures by making budget cuts, an effort shall be made to make reductions which least adversely effect the education of the students. When cuts in program and/or staff are imperative, the following considerations shall be made:

- A. Cuts shall be made in strict accordance with tenure law.
- B. The Association shall be advised of the necessity for reduction in staff in advance of any public announcement. The opinion of the Association shall be solicited to determine the effect of such reduction in staff on the education system of Warrensburg-Latham Community Unit School District #11.

#### XIII PROFESSIONAL COMPENSATION AND RELATED PROVISIONS

- A. Teachers will receive the following salary increases:
  - a. 2019-20: 2.0%
  - b. 2020-21: 2.25%
  - c. 2021-22: 2.50%
  - d. 2022-23: 2.75%
  - e. 2023-24: 3.0%
- For the 2016-2017 school year, each returning full time teacher shall receive a salary increase of 2%. A teacher qualifying for lane movement shall receive an additional salary increase of \$2,800. Teachers hired in 2015-16 and prior who are currently in a lane that no longer exists (BS+8, BS+24) will receive \$1,400 when moving to the next lane and will follow the increase of \$2,800 per lane movement thereafter. Anyone moving from MA-O to MA-8 or MA-8 to MA-15 will receive a \$1,400 increase instead of the \$2,800 increase.

For the 2017-2018 school year, each returning full time teacher shall receive a salary increase of 2%. A teacher qualifying for lane movement shall receive an additional salary increase of \$2,800. Teachers hired in 2015-16 and prior who are currently in a lane that no longer exists (BS+8, BS+24) will receive \$1,400 when moving to the next lane and will follow the increase of \$2,800 per lane movement thereafter. Anyone moving from MA-O to MA-8 or MA-8 to MA-15 will receive a \$1,400 increase instead of the \$2,800 increase.

For the 2018-2019 school year, each returning full time teacher shall receive a salary increase of 2%. A teacher qualifying for lane movement shall receive an additional salary increase of \$2,800. Teachers hired in 2015-16 and prior who are currently in a lane that no longer exists (BS+8, BS+24) will receive \$1,400 when moving to the next lane and will follow the increase of \$2,800 per lane movement thereafter. Anyone moving from

MA-O to MA-8 or MA-8 to MA-15 will receive a \$1,400 increase instead of the \$2,800 increase.

All newly hired teachers' initial salary for the 2016-17 school year and thereafter shall be determined using the salary placement schedule listed in Appendix A based upon each teacher's years of experience and level of education. In no event shall a newly hired teacher's salary exceed that of a current employee with the same level of educational achievement and same years of recognized experience. The salary placement schedule shall only be used for initial determination of a newly hired teacher's salary and all other salary increases will be calculated using the negotiated percentage of increases as stated above for each year of the collective bargaining agreement.

- B. The Board of Education at its discretion may pay a one-time signing bonus to newly employed teachers of up to 8% of the beginning teacher salary in the year they are first employed by the district. Such bonus, if paid, would not be a part of subsequent contractual year's pay.
- C. All credits after a BA must be approved by the Superintendent in advance prior to enrollment before allowable education lane advancement.
- D. All teachers who have already begun their master's program and have earned 12 graduate credit hours by August 13, 2010 will be allowed to complete their master's program and receive education lane advancement in accordance to the 2006-2010 professional agreement between the WLEA and the WL Board of Education.
- E. The current schedule is on a 185 day school basis, of which 180 days shall be days of pupil attendance and/or institute. Salary adjustments for days not worked shall be at the rate of 1/180 of the contract amount.
- F. Teachers will be paid twice per month. The first pay period will be the first day of the month and the second pay period will be the 16<sup>th</sup> of the month Should either of these dates fall on a weekend, employees shall be paid the last business day prior to the aforementioned dates. Payroll will be electronically deposited to the designated financial institution of the teacher's choice.
- G. The board shall pay the entire .098901 retirement for teachers hired in 2015-16 and prior. New teachers to the district beginning in the 2016-17 school year and thereafter will be responsible for paying their own TRS. The Board shall pay half of the T.H.I.S. fund contribution for teachers and the teachers shall pay the other half, unless the State dictates otherwise. If legislation is enacted and/or TRS rules and regulations are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, the provisions relating to such benefits shall be reopened for negotiations. No changes shall occur unless it's agreed upon by both parties and in writing.
- H. The Board agrees to deduct from the salaries of teacher who are members of the Association, dues of such Association, provided that such teachers sign and deliver to the

Board an assignment authorizing such deduction by October I. Dues will be deducted in eight (8) equal payments from October to May. Such deductions will be paid to the Association monthly. The Board shall not be responsible for collecting any such assessments or fees not properly authorized to be deducted.

- Information on paychecks will include totals to date for accumulated sick leave, gross taxable earnings, and federal and state taxes withheld.
- J. An employee tendering an irrevocable letter of resignation in conformance with the following conditions shall be eligible for a retirement incentive in up to each of his/her final four years of teaching.

To be eligible, the employee must:

- 1. Be at least sixty (60) years of age on or before December 31 of the year of retirement; or
- 2. Be at least fifty-five (55) years of age with at least thirty-five (35) years of creditable service as defined by the Illinois Teacher Retirement System by the last day of service in the school district; and
- 3. Have at least twenty (20) years of full-time teaching service in the school district; and
- 4. Submit an irrevocable letter of resignation on or before September 1 of the year the incentive is to commence.

The eligible employee's creditable earnings will be increased by the current allowable percentage, not to exceed four percent (4.0%) over the employee's TRS creditable earnings for the prior year of employment.

#### EXAMPLE #1:

An employee applies for the plan one year before retirement. The employee's TRS creditable earning for the 2018-2019 school year were \$40,000. The employee's final year TRS creditable earnings will be \$41,600 (\$40,000 x 1.04 = \$41,600).

An employee applies for the plan three years before retirement. The employee's TRS creditable earnings for the 2018-2019 school year were \$40,000. The employee's first year TRS creditable earnings will be \$41,600 ( $$40,000 \times 1.04 = $41,600$ ). The employee's second year TRS creditable earnings will be \$43,264 ( $$41,600 \times 1.04 = $43,264$ ). The employee's final year TRS creditable earnings will be \$44,994.56 ( $$43,264 \times 1.04 = $44,994.56$ ).

If an employee has an extra duty obligation at the commencement of the retirement incentive program and ceases to perform those services during the retirement incentive program period, the calculation of the employee's four percent (4.0%) increase shall be reduced by the amount of the extra duty compensation.

#### **EXAMPLE #2:**

An employee applies for the plan three years before retirement. The employee's TRS creditable earnings for the 2005-2006 school year were \$40,000. The employee's first year

TRS creditable earnings will be \$41,600 (\$40,000 x 1.04 = \$41,600). The employee's second year TRS creditable earnings will be \$43,264 (\$41,600 x 1.04 = \$43,264). The employee ceases to perform an extra duty assignment for which he was paid \$2000 in his final year of employment. The employee's final year TRS creditable earnings will be \$42,914.56 (\$43,264-\$2000 x 1.04 = \$42,914.56).

#### **MISCELLANEOUS**

Once an irrevocable letter of retirement is submitted, the employee will not be assigned any additional extra duties or TRS reportable duties not currently being performed without the consent of the employee.

If, during the term of this Agreement, legislation in enacted and/or administrative rules are implemented that require the Board to pay a penalty to TRS or incur a greater cost than the costs generated by this Section, by reason of a teacher retiring hereunder, the provisions of this Section shall be null and void.

Employees should not rely upon the continuation of this retirement incentive program in subsequent collective bargaining agreements. Unless the parties agree to continue this Section in a subsequent collective bargaining agreement, the forgoing benefits will be denied to those who have not applied for such program prior to the expiration of the Agreement (the day prior to the start of school in the 2019-2020 school year).

- K. Teachers will have the option of receiving their pay on a nine or twelve month basis. Staff must notify the unit office prior to September 1st of each school year if they want the nine month option.
- L. All fees and mileage shall be paid to teachers who attend administrative recommended or approved conferences, workshops, or meetings.
- M. Credit Union, Annuities.

Employees may enroll in an annuity and/or credit union of their choice through payroll deductions. Arrangements shall be made with the unit secretary. Enrollment may take place at any time.

- N. Teachers will be reimbursed for school related mileage at the current IRS mileage rate.
- O. Teachers who are employed on a less than full time basis but at least a halftime basis will be afforded a pro-rata share of applicable benefits and provisions contained in this contract.
- P. Dues Deduction
  - 1. Any member of the bargaining unit who is a member or who has applied for membership in the Association may sign and deliver to the Board an authorization for continual dues deduction, the amount of which shall be annually certified by the Association. The appropriate authorization forms will be provided by the Association. A continual authorization shall remain in effect unless the employee revokes said authorization in

writing between September 1 and September 15 of any year. Should an employee leave the District or drop his/her membership, the Board shall deduct the balance of the year's dues from the next available paycheck. Should the final paycheck not contain sufficient funds, the Board shall deduct only the amount available. With the dues deduction authorization, the Board shall deduct such dues from the regular salary check of the bargaining unit member in equal installments on an eight (8) month basis beginning in October and ending in May of each year. Such deduction will be paid to the Association monthly.

- 2. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - a. The Employer gives prompt notice of such action in writing to the Association and permits the Association to intervene as a party if it so desires, andi
  - b. The Employer gives full and complete cooperation to the [local] Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- 3. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and reasonable costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.
- 4. This hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of willful misconduct by the Employer or the Employer's imperfect execution of the obligations imposed upon it by this Article.
- Q. An advanced pay of \$750 will be paid upon request for 1st year, new teachers on the fifth day of the contracted school year, and such amount shall be deducted from the first two regular paycheck.
- R. Once a formal letter of intent to retire has been submitted and accepted by the Board of Education, salary increases will not exceed the maximum allowable amount, per state legislation, without penalty to the district for salaries that are used by the Teachers' Retirement System in a retiring member's final average salary calculation that would result in Excess Costs Contributions assessed to the District.
- S. Internal Sub pay will be \$25 per class period (a minimum of 30 minutes).
- T. Per the Illinois Education Labor Relations Act, any added extra duty salary shall be negotiated as a memorandum of understanding

#### XIV PROFESSIONALISM

### A. Faculty appearance.

Teachers will dress in a manner that is conducive to their professional status. Attire for the workplace should be business casual and avoid extremism or distraction to the educational process. Exceptions to this may be granted by the building principal to individuals or groups based upon special planned activities or circumstances. Teachers who fail to dress in a manner that is conducive to their professional status will be given a written warning. Repeated infractions shall result in a letter of reprimand placed in their personnel files, and further disciplinary action, including but not limited to the evaluation process. The building principal will be the sole judge of professional attire but may consult with the superintendent.

#### XV EXTRA DUTY PAY

The indicated percentages will be computed on a base salary of where the teacher falls based on years of experience with the associated duty. These employees will receive the same percentage of an increase as negotiated for teaching salaries.

0 yr	\$36,158	l 2 <sup>th</sup> yr	\$52,066
3rd yr	\$39,051	15 <sup>th</sup> yr	\$53,512
6th yr	\$43,389	18 <sup>th</sup> yr	\$56,404
9th yr	\$47,727	21st yr	\$57,851

High School Head Coaches

Football ~12% Volleyball~12% Scholastic Bowl~12% Girls Basketball~12% Boys Basketball~12% Wrestling~12% Baseball~12% Girls Soccer~12% Boys Soccer~12% Girls Track~12% Boys Track~12% Cheerleading~8%

High School Assistant Coaches -all at 6%

Football (3 paid assistants)

Girls Basketball

Baseball

Boys Basketball

Softball

Girls Soccer

Volleyball

Boys Basketball

Wrestling

Track

Boys Soccer

Middle School Coaches (7th & 8th Grade)-all at 7%

Baseball Softball 8-Girls Basketball 7-Girls Basketball 7-Boys Basketball 8-Boys Basketball 8-Boys Basketball Girls Track Boys Track

Band-8% Chorus- 6%

#### EXTRA DUTY PAY CONTINUED

The following extra duty positions' percentages will be based on the base salary, \$36,158.

5.5%

HS Student Council HS FBLA

**HS Drama Director** HS Drama-Art

**HS Drama-Music** HS Yearbook

MS Track Assistant

MS Scholastic Bowl

MS Cheerleading

1.5% 1.1%

MS 8th Grade Advisor HS Junior Advisor (2) HS Newsletter/Webpage MS Home Ec Club

**HS National Honor Society** MS Drama

MS Yearbook MS Art Club

MS Cardinal Council MS Redbird Scholars

1%

**HS SADD** 

HS Spanish Club

HS Freshman Advisor

**HS Sophomore Advisor** 

**HS Senior Advisor** 

HS WYSE

MS Robotics Club

**HS** Bass Fishing

#### **OTHER**

Lunchroom Supervision \$1500 annually (all student attendance days) Breakfast Supervision \$1000 annually (all student attendance days)

Extra Duty at Events-Covering for Administration \$50 per event

Dr. Ed.-BTW \$17/hour APPENDIX A

## SALARY MATRIX FOR INITIAL PLACEMENT OF NEW HIRES - 2019-2020

STEP	BA0	BA15	MA0	MA8	MA15	MA30
0	\$37,000	\$39,051	\$41,943	\$43,389	\$44,835	\$47,727
1	\$37,740	\$39,832	\$42,782	\$44,257	\$45,732	\$48,634
2	\$38,495	\$40,629	\$43,637	\$45,142	\$46,646	\$49,558
3	\$39,265	\$41,441	\$44,510	\$46,045	\$47,579	\$50,499
4	\$40,050	\$42,270	\$45,400	\$46,966	\$48,531	\$51,459
5	\$40,851	\$43,115	\$46,308	\$47,905	\$49,501	\$52,437
6	\$41,668	\$43,978	\$47,235	\$48,863	\$50,491	\$53,433
7	\$42,501	\$44,857	\$48,179	\$49,840	\$51,501	\$54,448
8	\$43,351	\$45,754	\$49,143	\$50,837	\$52,531	\$55,483
9	\$44,218	\$46,670	\$50,126	\$51,854	\$53,582	\$56,537
10	\$45,103	\$47,603	\$51,128	\$52,891	\$54,654	\$57,611
11	\$46,005	\$48,555	\$52,151	\$53,949	\$55,747	\$58,706
12	\$46,925	\$49,526	\$53,194	\$55,028	\$56,862	\$59,821
13	\$47,863	\$50,517	\$54,258	\$56,128	\$57,999	\$60,958
14	\$48,821	\$51,527	\$55,343	\$57,251	\$59,159	\$62,116
15	\$49,797	\$52,558	\$56,450	\$58,396	\$60,342	\$63,296
16	\$50,793	\$53,609	\$57,579	\$59,564	\$61,549	\$64,499
17	\$51,809	\$54,681	\$58,730	\$60,755	\$62,780	\$65,724
18	\$52,845	\$55,774	\$59,905	\$61,970	\$64,035	\$66,973
19	\$53,902	\$56,890	\$61,103	\$63,210	\$65,316	\$68,245
20	\$54,980	\$58,028	\$62,325	\$64,474	\$66,622	\$69,542
21	\$56,080	\$59,188	\$63,572	\$65,763	\$67,955	\$70,863
22	\$57,201	\$60,372	\$64,843	\$67,079	\$69,314	\$70,863
23	\$58,345	\$61,579	\$66,140	\$67,079	\$69,314	\$70,863
24	\$59,512	\$62,811	\$66,140	\$67,079	\$69,314	\$70,863
25	\$60,702	\$62,811	\$66,140	\$67,079	\$69,314	\$70,863

## SALARY MATRIX FOR INITIAL PLACEMENT OF NEW HIRES - 2020-21

STEP	BA0	BA15	MAO	MA8	MA15	MA30
0	\$37,750	\$39,051	\$41,943	\$43,389	\$44,835	\$47,727
1	\$38,505	\$39,832	\$42,782	\$44,257	\$45,732	\$48,634
2	\$39,275	\$40,629	\$43,637	\$45,142	\$46,646	\$49,558
3	\$40,061	\$41,441	\$44,510	\$46,045	\$47,579	\$50,499
4	\$40,862	\$42,270	\$45,400	\$46,966	\$48,531	\$51,459
5	\$41,679	\$43,115	\$46,308	\$47,905	\$49,501	\$52,437
6	\$42,513	\$43,978	\$47,235	\$48,863	\$50,491	\$53,433
7	\$43,363	\$44,857	\$48,179	\$49,840	\$51,501	\$54,448
8	\$44,230	\$45,754	\$49,143	\$50,837	\$52,531	\$55,483
9	\$45,115	\$46,670	\$50,126	\$51,854	\$53,582	\$56,537
10	\$46,017	\$47,603	\$51,128	\$52,891	\$54,654	\$57,611
11	\$46,937	\$48,555	\$52,151	\$53,949	\$55,747	\$58,706
12	\$47,876	\$49,526	\$53,194	\$55,028	\$56,862	\$59,821
13	\$48,834	\$50,517	\$54,258	\$56,128	\$57,999	\$60,958
14	\$49,810	\$51,527	\$55,343	\$57,251	\$59,159	\$62,116
15	\$50,807	\$52,558	\$56,450	\$58,396	\$60,342	\$63,296
16	\$51,823	\$53,609	\$57,579	\$59,564	\$61,549	\$64,499
17	\$52,859	\$54,681	\$58,730	\$60,755	\$62,780	\$65,724
18	\$53,916	\$55,774	\$59,905	\$61,970	\$64,035	\$66,973
19	\$54,995	\$56,890	\$61,103	\$63,210	\$65,316	\$68,245
20	\$56,095	\$58,028	\$62,325	\$64,474	\$66,622	\$69,542
21	\$57,216	\$59,188	\$63,572	\$65,763	\$67,955	\$70,863
22	\$58,361	\$60,372	\$64,843	\$67,079	\$69,314	\$70,863
23	\$59,528	\$61,579	\$66,140	\$67,079	\$69,314	\$70,863
24	\$60,702	\$62,811	\$66,140	\$67,079	\$69,314	\$70,863
25	\$60,702	\$62,811	\$66,140	\$67,079	\$69,314	\$70,863

## SALARY MATRIX FOR INITIAL PLACEMENT OF NEW HIRES - 2021-22

STEP	BA0	BA15	MA0	MA8	MA15	MA30
0	\$38,500	\$39,051	\$41,943	\$43,389	\$44,835	\$47,727
1	\$39,270	\$39,832	\$42,782	\$44,257	\$45,732	\$48,634
2	\$40,055	\$40,629	\$43,637	\$45,142	\$46,646	\$49,558
3	\$40,857	\$41,441	\$44,510	\$46,045	\$47,579	\$50,499
4	\$41,674	\$42,270	\$45,400	\$46,966	\$48,531	\$51,459
5	\$42,507	\$43,115	\$46,308	\$47,905	\$49,501	\$52,437
6	\$43,357	\$43,978	\$47,235	\$48,863	\$50,491	\$53,433
7	\$44,224	\$44,857	\$48,179	\$49,840	\$51,501	\$54,448
8	\$45,109	\$45,754	\$49,143	\$50,837	\$52,531	\$55,483
9	\$46,011	\$46,670	\$50,126	\$51,854	\$53,582	\$56,537
10	\$46,931	\$47,603	\$51,128	\$52,891	\$54,654	\$57,611
11	\$47,870	\$48,555	\$52,151	\$53,949	\$55,747	\$58,706
12	\$48,827	\$49,526	\$53,194	\$55,028	\$56,862	\$59,821
13	\$49,804	\$50,517	\$54,258	\$56,128	\$57,999	\$60,958
14	\$50,800	\$51,527	\$55,343	\$57,251	\$59,159	\$62,116
15	\$51,816	\$52,558	\$56,450	\$58,396	\$60,342	\$63,296
16	\$52,852	\$53,609	\$57,579	\$59,564	\$61,549	\$64,499
17	\$53,909	\$54,681	\$58,730	\$60,755	\$62,780	\$65,724
18	\$54,987	\$55,774	\$59,905	\$61,970	\$64,035	\$66,973
19	\$56,087	\$56,890	\$61,103	\$63,210	\$65,316	\$68,245
20	\$57,209	\$58,028	\$62,325	\$64,474	\$66,622	\$69,542
21	\$58,353	\$59,188	\$63,572	\$65,763	\$67,955	\$70,863
22	\$59,520	\$60,372	\$64,843	\$67,079	\$69,314	\$70,863
23	\$59,528	\$61,579	\$66,140	\$67,079	\$69,314	\$70,863
24	\$60,702	\$62,811	\$66,140	\$67,079	\$69,314	\$70,863
25	\$60,702	\$62,811	\$66,140	\$67,079	\$69,314	\$70,863

## SALARY MATRIX FOR INITIAL PLACEMENT OF NEW HIRES - 2022-23

STEP	BAO	BA15	MA0	MA8	MA15	MA30
0	\$39,250	\$40,000	\$41,943	\$43,389	\$44,835	\$47,727
1	\$40,035	\$40,800	\$42,782	\$44,257	\$45,732	\$48,634
2	\$40,836	\$41,616	\$43,637	\$45,142	\$46,646	\$49,558
3	\$41,652	\$42,448	\$44,510	\$46,045	\$47,579	\$50,499
4	\$42,485	\$43,297	\$45,400	\$46,966	\$48,531	\$51,459
5	\$43,335	\$44,153	\$46,308	\$47,905	\$49,501	\$52,437
6	\$44,202	\$45,046	\$47,235	\$48,863	\$50,491	\$53,433
7	\$45,086	\$45,947	\$48,179	\$49,840	\$51,501	\$54,448
8	\$45,988	\$46,866	\$49,143	\$50,837	\$52,531	\$55,483
9	\$46,907	\$47,804	\$50,126	\$51,854	\$53,582	\$56,537
10	\$47,846	\$48,760	\$51,128	\$52,891	\$54,654	\$57,611
11	\$48,802	\$49,735	\$52,151	\$53,949	\$55,747	\$58,706
12	\$49,778	\$50,730	\$53,194	\$55,028	\$56,862	\$59,821
13	\$50,774	\$51,744	\$54,258	\$56,128	\$57,999	\$60,958
14	\$51,790	\$52,779	\$55,343	\$57,251	\$59,159	\$62,116
15	\$52,825	\$53,835	\$56,450	\$58,396	\$60,342	\$63,296
16	\$53,882	\$54,911	\$57,579	\$59,564	\$61,549	\$64,499
17	\$54,959	\$56,010	\$58,730	\$60,755	\$62,780	\$65,724
18	\$56,059	\$57,130	\$59,905	\$61,970	\$64,035	\$66,973
19	\$57,180	\$58,272	\$61,103	\$63,210	\$65,316	\$68,245
20	\$58,323	\$59,438	\$62,325	\$64,474	\$66,622	\$69,542
21	\$59,490	\$60,627	\$63,572	\$65,763	\$67,955	\$70,863
22	\$60,680	\$61,839	\$64,843	\$67,079	\$69,314	\$70,863
23	\$60,702	\$61,839	\$66,140	\$67,709	\$69,314	\$70,863
24	\$60,702	\$61,839	\$66,140	\$67,709	\$69,314	\$70,863
25	\$60,702	\$61,839	\$66,140	\$67,709	\$69,314	\$70,863

## SALARY MATRIX FOR INITIAL PLACEMENT OF NEW HIRES - 2023-24

STEP	BA0	BA15	MA0	MA8	MA15	MA30
0	\$40,000	\$40,750	\$41,943	\$43,389	\$44,835	\$47,727
1	\$40,800	\$41,565	\$42,782	\$44,257	\$45,732	\$48,634
2	\$41,616	\$42,396	\$43,637	\$45,142	\$46,646	\$49,558
3	\$42,448	\$43,244	\$44,510	\$46,045	\$47,579	\$50,499
4	\$43,297	\$44,109	\$45,400	\$46,966	\$48,531	\$51,459
5	\$44,163	\$44,991	\$46,308	\$47,905	\$49,501	\$52,437
6	\$45,046	\$45,891	\$47,235	\$48,863	\$50,491	\$53,433
7	\$45,947	\$46,809	\$48,179	\$49,840	\$51,501	\$54,448
8	\$46,866	\$47,745	\$49,143	\$50,837	\$52,531	\$55,483
9	\$47,804	\$48,700	\$50,126	\$51,854	\$53,582	\$56,537
10	\$48,760	\$49,674	\$51,128	\$52,891	\$54,654	\$57,611
11	\$49,735	\$50,668	\$52,151	\$53,949	\$55,747	\$58,706
12	\$50,730	\$51,681	\$53,194	\$55,028	\$56,862	\$59,821
13	\$51,744	\$52,714	\$54,258	\$56,128	\$57,999	\$60,958
14	\$52,779	\$53,769	\$55,343	\$57,251	\$59,159	\$62,116
15	\$53,835	\$54,844	\$56,450	\$58,396	\$60,342	\$63,296
16	\$54,911	\$55,941	\$57,579	\$59,564	\$61,549	\$64,499
17	\$56,010	\$57,060	\$58,730	\$60,755	\$62,780	\$65,724
18	\$57,130	\$58,201	\$59,905	\$61,970	\$64,035	\$66,973
19	\$58,272	\$59,365	\$61,103	\$63,210	\$65,316	\$68,245
20	\$59,438	\$60,552	\$62,325	\$64,474	\$66,622	\$69,542
21	\$60,627	\$61,579	\$63,572	\$65,763	\$67,955	\$70,863
22	\$60,702	\$61,579	\$64,843	\$67,079	\$69,314	\$70,863
23	\$60,702	\$61,579	\$66,140	\$67,079	\$69,314	\$70,863
24	\$60,702	\$61,579	\$66,140	\$67,079	\$69,314	\$70,863
25	\$60,702	\$61,579	\$66,140	\$67,079	\$69,314	\$70,863

This Agreement is signed on the date as shown below and was adopted by both parties on the <u>A4</u> day of <u>April</u>, 2019 to be effective <u>July 1</u>, 2019 through the day prior to the beginning of school year 2024-2025.

In witness thereof:

For the Warrensburg-Latham

Community Unit School District #11

Board of Education

Date 4 24-19

Star Buckey Date 4/24/19

Negotiator Date // Date // 19

For the Warrensburg-Latham Education Association

Slery White Date 4-25-19

How Parker Date 4-25-19 Negotiator

En Watt M Date 4-35-19