



Winnetka Professional Agreement

2014-2019

2019-2021

OFFICIAL COPY

**WINNETKA
PROFESSIONAL
AGREEMENT**

2014-2019, 2019-2021

TABLE OF CONTENTS

PREAMBLE	1
PART I RECOGNITION.....	3
PART II STAFF RIGHTS	3
1. TO ORGANIZE	3
2. NON DISCRIMINATION FOR ASSOCIATION ACTIVITY	4
3. NON DISCRIMINATION	4
4. STAFF PERSONNEL FILES	4
5. PHYSICAL ASSAULT OF STAFF	4
6. INDEMNIFICATION OF STAFF	5
7. VACANCIES AND PROMOTIONS	5
8. TRANSFERS	5
9. REPRESENTATION OF STAFF/INVESTIGATORY CONFERENCES.....	6
10. NOTICE OF STAFF BUILDING ASSIGNMENT	6
11. CLASS SIZE (CERTIFIED STAFF)	7
12. SCHOOL YEAR.....	7
13. JUST CAUSE.....	7
14. CERTIFIED STAFF MEMBER EVALUATION	8
PART III ASSOCIATION RIGHTS	10
1. MEETINGS.....	10
2. USE OF DISTRICT EQUIPMENT	10
3. USE OF BULLETIN BOARDS.....	10
4. USE OF DISTRICT MAIL SERVICE	10
5. RECEIPT OF BOARD AGENDA AND BOARD PACKET	11
6. RECEIPT OF BOARD MINUTES.....	11
7. MATERIAL FOR NEGOTIATIONS	11
8. AVAILABILITY OF STAFF NAMES	11
9. CALENDAR COMMITTEE MEMBERSHIP	11
10. PAYROLL DEDUCTIONS	12
11. FAIR SHARE.....	12
PART IV LEAVES.....	13
1. SICK LEAVE.....	13
2. SICK LEAVE BANK TO CARE FOR FAMILY MEMBERS.....	16
3. PERSONAL LEAVE FOR STAFF	17
4. CHILDBIRTH/ADOPTION LEAVE FOR STAFF	18
5. UNPAID PARENTAL LEAVE FOR BIRTH/ADOPTION FOR TENURED CERTIFIED STAFF	18
6. UNPAID LEAVE OF ABSENCE STAFF	19
7. SABBATICAL LEAVE FOR CERTIFIED STAFF.....	20
8. JURY DUTY FOR STAFF	21
9. ASSOCIATION LEAVE FOR STAFF	21
10. UNPAID FAMILY AND MEDICAL LEAVE FOR STAFF	21

PART V GRIEVANCE PROCEDURE	22
1. DEFINITIONS	22
2. PROCEDURE	22
3. OTHER PROCEDURES AND PRINCIPLES.....	24
PART VI NEGOTIATIONS PROCEDURES.....	25
PART VII COMPENSATION AND RELATED PROVISIONS	26
1. SALARY	26
2. FLEXIBLE BENEFIT PLAN FOR STAFF	27
3. LIFE INSURANCE FOR STAFF	27
4. FLEXIBLE SPENDING BENEFIT PLAN CONTRIBUTION FOR CERTIFIED STAFF.....	27
5. LONG TERM DISABILITY INSURANCE FOR STAFF.....	28
6. PAYMENT OF THIRD PARTY ADMINISTRATOR 403(b) SERVICE FEE FOR STAFF	28
7. SUPPLEMENTAL JOBS.....	28
PART VIII RETIREMENT BENEFITS	30
1. SALARY ENHANCEMENT RETIREMENT PLAN	30
2. DISCRETIONARY SICK LEAVE GIFTS	33
3. FRINGE BENEFITS.....	33
4. GENERAL PROVISIONS.....	34
PART IX TEACHER ASSOCIATES	34
PART X SPECIAL EDUCATOR WORKLOAD	34
PART XI DISTRICT AND BUILDING COMMUNICATION COUNCILS	34
1. DISTRICT AND BUILDING COMMUNICATION COUNCILS	34
2. COMMITTEE COUNCIL	35
PART XII SAVINGS CLAUSE.....	35
APPENDIX A CERTIFIED STAFF MEMBERS' SALARY SCHEDULE B.A. DEGREE	
APPENDIX B CERTIFIED STAFF MEMBERS' SALARY SCHEDULE M.A. DEGREE	
APPENDIX C NON-CERTIFIED STAFF MEMBERS' COMPENSATION	
ADDITIONAL SALARY SCHEDULE FOOTNOTES	
APPENDIX D CERTIFIED STAFF MEMBERS' STIPEND LIST	
APPENDIX E PROMISSORY NOTE	
APPENDIX F NEW CERTIFIED STAFF PLACEMENT	
MEMORANDUM OF UNDERSTANDING - USE OF FMLA LEAVE ASSOCIATED WITH PREGNANCY	

MEMORANDUM OF UNDERSTANDING REGARDING THE CREATION OF THE
WINNETKA UNIVERSITY

MEMORANDUM OF UNDERSTANDING PLANNING TIME

MEMORANDUM OF UNDERSTANDING - RETROACTIVE APPLICATION OF NEW
SICK LEAVE FORMULA FOR 2014-2015 CERTIFIED STAFF MEMBERS WITH MORE
THAN 3 YEARS OF SERVICE WITHIN THE DISTRICT

PREAMBLE

This Preamble describes the core values of child-centered education, democracy, and mutual cooperation that the parties to this agreement subscribe to and hold dear. In doing so, it outlines the shared goals and objectives that we strive to achieve.

The Board of Education, the Administration, the Winnetka Education Association and the Staff of School District 36, Winnetka, Illinois, acknowledge that we are a dynamic community of learners committed to respecting childhood, challenging the intellect, nurturing creativity, fostering reflection, encouraging action, and exploring possibilities for the future. We believe that a developmental, child-centered approach to education is the most effective way to meet the needs of our students and the high level of expectations we set for them. We are guided by a set of beliefs embedded in a culture that honors tradition, reflects on transitions, and makes choices about transformations.

Our ultimate aim is to provide the best possible education for the children of Winnetka. Central to the tradition of education in Winnetka is the belief that excellence is best served by a process of our continuous and cooperative effort in an atmosphere of mutual trust and respect. To that end, the Board and the Administration have and will maintain meaningful involvement of the Staff in the process of formulating the development of educational policy in the District, the establishment of educational goals, and the allocation of available resources to those goals. We shall work together to maintain an environment where time, workload and professionalism are respected, where members of the District are treated equitably, and where decisions are made through procedures that are widely understood, transparent, consistent with our progressive and democratic traditions, and well communicated.

We believe that communication, the interchange of knowledge, ideas, criticism, and advice in all of its diverse forms, are the bonds that hold the fragile elements of democracy together. The absence of any single constituency diminishes the forces that make democracy work. The critical balance between the needs of the individual and the good of the whole is put in perspective by constant communication among all stakeholders. Therefore, each individual has the responsibility to listen, encourage, and impart ideas. Each individual also has the right to be heard respectfully. In a democracy, individuals are encouraged to interpret and analyze, ask questions, challenge, make choices, think reflectively, and collaborate with others.

We believe that when students work with and learn from individuals of character and intellect, they interact with role models whom they may wish to emulate. Therefore, allocating time for learning is as important for teachers as for children. The District is committed to addressing the educational needs and interests of its Staff as well as the educational needs and interests of children.

We believe that a school district's identity is defined by how it responds to changes in our modern world. The value of this philosophy is how we organize our educational culture. This living philosophy embodies a continuous process of change that is both unpredictable and constant. It assumes that many of the beliefs that we hold today are tentative and partial and that they may require rethinking tomorrow in light of new information and insight.

It is also recognized that the preservation and further development of educational excellence in the Winnetka Public Schools requires many intangible contributions from each of us. While the agreement that follows sets forth some of the ways and means by which the parties will maintain cooperation in pursuit of their mutual goals, other important aspects of the professional educational effort are more appropriately pursued in a collegial atmosphere. In consequence, we do commit ourselves to a process and a spirit of cooperative endeavor significantly in excess of the arrangements that are here set down. That commitment, will in the future, be the true measure of the success of public education in Winnetka, just as it has been for decades past.

AGREEMENT

The Board of Education of School District 36, Cook County, Winnetka, Illinois (the Board), and the Winnetka Education Association (the Association), hereby agree as follows:

PART I RECOGNITION

The Board hereby recognizes the Winnetka Education Association as the sole and exclusive negotiating agent for all regularly employed, certificated teaching personnel of the Winnetka Public Schools, including, resource center teachers, school psychologists, and school nurse (hereinafter "Certified Staff"); and all regularly employed non-certified associates, and entrance monitors (hereinafter "Non-Certified Staff"). The Board also acknowledges the affiliation of the Winnetka Education Association with the Illinois Education Association and the National Education Association. The Certified Staff and Non-Certified Staff shall not include the Superintendent, Assistant Superintendent of Personnel and Educational Programming, Director of Curriculum, Chief Financial Officer/CSBO, Director of Technology, Director of Student Services, Executive Assistant to the Superintendent and School Board, Administrative Assistant to the Director of Technology and the Director of Curriculum, Administrative Assistant to the Chief Financial Officer/CSBO, Administrative Assistant to the Assistant Superintendent, Administrative Assistant to the Director of Student Services, Accounts Payable, Benefits Coordinator, Bookkeeper, Payroll, Receptionist, Human Resources Assistant, School Secretaries, Registered Nurses, Informational and Database Coordinator, Network Coordinator, Tech Support Coordinator, Web Coordinator, Communications Coordinator, Director of Buildings and Grounds, HVAC Supervisor, Publications Director, "On-Deck" Before- and After-School Child Care Program Director, District Caterer and other central office staff, principals, short-term personnel, interim principals acting under administrative contract, other paraprofessionals including, but not limited to, registered nurses, substitute teachers, and other positions not specifically described which include significant responsibility for faculty supervision; and other supervisory, managerial, confidential, and short-term employees as defined under the Illinois Educational Labor Act.

During the term of this agreement, the Board will negotiate only with the Association regarding matters covered herein.

The term "Staff" is used herein to refer to all Certified and Non-Certified staff for which recognition has been granted.

PART II STAFF RIGHTS

1. TO ORGANIZE

The Staff shall have the right to organize, join, and assist the Association, and to participate in professional negotiations with the Board, through representatives of their own choosing.

2. NON DISCRIMINATION FOR ASSOCIATION ACTIVITY

The Board shall not discriminate against any member of the Staff by reason of his/her membership in the Association, his/her participation in any authorized activities of the Association, or in negotiations with the Board.

3. NON DISCRIMINATION

The Board and the Association affirm their continued support of a policy of non-discrimination on account of race, religion, color, nationality, gender, sexual orientation, marital status, age, or disability in accordance with prevailing law. This provision shall not preclude the Board from adopting policy, rules or regulations with respect to these matters provided such may supplement, but shall not be inconsistent, with this Agreement.

4. STAFF PERSONNEL FILES

As of July 1, 1984, no material of any evaluative nature will be placed in the personnel file of any member of the Staff without the member of the Staff receiving a copy marked with the date of the Staff member's receipt at a conference with the Superintendent, principal, or designee.

Staff may request removal of evaluative material from the personnel file. Such material shall be removed no earlier than one calendar year from the date of receipt of request and only upon the mutual agreement of the individual Staff member and the Superintendent. Material entered before July 1, 1984, shall be eligible for removal upon mutual agreement of the individual Staff member and Superintendent no earlier than one calendar year from date of filing.

Staff shall be permitted to write a rebuttal to any evaluative material placed in the Staff member's personnel file provided the Staff member shall do so within thirty (30) calendar days of having first become aware of such material.

5. PHYSICAL ASSAULT OF STAFF

Any case of physical assault upon a Staff member shall be promptly reported to the Superintendent or his/her designee. Per Board policy [8:30](#) titled "Visitors to and Conduct on School Property", the Board shall render all necessary assistance to the Staff member and law enforcement agencies in the investigation of such incident.

If the Staff member is at the time of the physical assault acting in such manner as to meet the test of job relatedness under the workers' compensation law, then the salary of the Staff member shall be continued until the time for payment of workers' compensation begins, and any absence due to illness caused by such physical assault shall not be deducted from the Staff member's sick leave allotment.

6. INDEMNIFICATION OF STAFF

The Board acknowledges its responsibility under state law to defend and provide for the indemnification of Staff members arising from the performance of their duties within the lawful scope of their employment.

7. VACANCIES AND PROMOTIONS

The Superintendent or designee shall have posted in all school buildings a notice of all vacancies in permanent teaching or administrative positions and non-certified bargaining unit positions as they occur. Such notice shall be accompanied by a statement of minimum qualifications and anticipated salary range. If a vacancy occurs during summer vacation, notice thereof shall be emailed or, if so requested, mailed to the President of the Association or designee and to any Staff member who requests such notice and who leaves with the Superintendent or designee an addressed, stamped envelope in which the notice is to be mailed.

Under ordinary circumstances, teaching vacancies shall be permanently filled only after the elapse of eight (8) calendar days from the date of posting and/or mailing. Likewise, in the case of administrative positions, such vacancies shall be permanently filled only after the elapse of fifteen (15) calendar days from the date of posting and/or mailing. However, under compelling circumstances as determined by the District, teaching or administrative vacancies may be filled without posting or, if posted, without the required posting period provided the Superintendent or designee notifies the Association President of the nature of the compelling circumstance and the name of the appointee prior to public notification.

8. TRANSFERS

(A) Any Certified Staff member who has tenure, or who is eligible for tenure in the next school year, and any Non-Certified Staff member with at least four (4) years of full-time continuous service in the School District, may submit a written request to the Director of Human Resources for voluntary transfer to another school building where a vacancy exists, or to another assignment within his/her present building. If the Certified Staff member's request is denied, the Certified Staff member shall have the right to a conference with the administrator responsible for the decision in order to be advised of and to discuss the reasons for the denial.

(B) The Board of Education and the Winnetka Education Association agree, that whenever possible, an involuntary transfer should be avoided and should occur only, when in the Board's judgment, the welfare of the District requires it. Recognizing the importance of a sufficient amount of time to prepare for a new assignment, all involuntary transfers of Certified Staff members will be made prior to July 10 and all involuntary transfers of Non-Certified Staff members will be made prior to August 10, except where special circumstances and District welfare force a later decision.

For the purposes of this section, special circumstances shall exist under conditions such as, but not limited to:

1. To meet the educational needs of a student or students.
2. An increase or decrease in enrollment,
3. Late resignations, leaves, illnesses, accidents, or deaths,
4. A disruption of facility use such as:
 - A. Fire
 - B. Accident
 - C. School Closing
5. A program change that requires reassignment

A Certified Staff member who has received notice of an involuntary transfer shall have the right to resign rather than accept the transfer. Any Certified Staff member who has been involuntarily transferred to another school building and files an application for transfer back to the former school building within ten (10) months of the effective date of such transfer, shall have the involuntary transfer considered as an important favorable factor in such application.

9. REPRESENTATION OF STAFF/INVESTIGATORY CONFERENCES

Any Staff member who has been requested to appear before the Board, any Board committee or any administrative agent acting on behalf of the Board for an investigatory interview for which a person would reasonably believe discipline may result, or concerning the continuation of that Staff member in his/her employment, shall be given reasonable prior written notice of the reason for such appearance, including notice of right to representation, and shall at his/her option be permitted to have a representative of the Association present. Notice of such requests and the holding of investigatory conferences shall not occur, if at all avoidable, until after teaching hours in a regular school day when students are not present, unless an emergency exists in the judgment of the administration.

10. NOTICE OF STAFF BUILDING ASSIGNMENT

Every tenured Certified Staff member shall be given written notice of his/her building assignment for the following school year on or before June 12 and Non-Certified Staff members shall be given written notice via email and US Postal Service for the following school year on or before August 10. Any change in the building assignment from that specified in the notice shall be promptly conveyed to the tenured Certified Staff member or Non-Certified Staff member.

Changes in a Certified Staff member's building assignment shall not be made after July 10, except in the event of special circumstances, but the decision of the Board as to the existence of such special circumstances and any change in assignment made as a result

thereof shall not be the subject of a grievance. Any tenured Certified Staff member whose building assignment is changed after July 10 may require an explanation from the Board, but the contents of such explanation shall not be the subject of a grievance.

It is understood that the purpose of this provision is to provide each tenured Certified Staff member and Non-Certified Staff members with the assurance of fair notice of building assignment and to provide tenured Certified Staff members with an opportunity to discuss the matter with the Board and the Superintendent, and it is not intended that the Board's absolute right to make such building assignments as may be deemed appropriate to the provision of consistent quality education in the District shall be abridged in any way.

11. CLASS SIZE (CERTIFIED STAFF)

The Board and the Association acknowledge that it is desirable to maintain appropriate class size, consonant with effective instructional practices.

12. SCHOOL YEAR

The school year shall provide One Hundred Eighty Seven (187) days inclusive of five (5) emergency days and no more than 176 student attendance days. The remaining six (6) days shall be professional development days unless mutually agreed otherwise. Two (2) of the six (6) professional development days will be held the two days prior to the first student attendance day.

The 187-day school year as noted above may be increased by up to two (2) non-student attendance days in any school year during the term of this agreement upon the mutual agreement of the Board and Association. If the Board and Association mutually agree to add such two (2) additional non-student attendance days in any school year during the term of this agreement, the parties shall also agree on how these two (2) days will be used and each Certified Staff member shall be paid at the per diem rate of 1/182 of his/her annual salary as shown in Appendices A and B in addition to the Certified Staff member's regular salary.

13. JUST CAUSE

Tenured and Non-tenured Certified Staff members shall not be suspended without pay without just cause.

Non-Certified Staff. There shall be a probationary period of two (2) full consecutive school years in a full-time position for Non-Certified staff members beginning the first day of work in the District. For purposes of this provision, a full school year shall be in accordance with the "120 day rule" specified in IL School Code. Non-probationary Non-Certified Staff members shall not be suspended without pay or dismissed without just cause. A probationary Non-Certified Staff member may be suspended without pay and/or dismissed for any reason during the probationary period and such suspension without pay

and/or dismissal shall not be subject to the grievance procedure.

14. CERTIFIED STAFF MEMBER EVALUATION

The parties agree that this Article shall be construed in accordance with the *Illinois School Code* and the rules and regulations of the Illinois State Board of Education, including as such may be amended by law from time to time. The parties' respective rights regarding negotiations of the *Teacher Evaluation Performance Plan* shall be governed by the *Illinois Educational Labor Relations Act* and prevailing court decisions. Please refer to a copy of the *Teacher Supervision and Evaluation Plan* for complete details of the Plan. The Plan document shall not be considered part of this Agreement except for the provisions noted below.

A. Written Notice

Within reasonable proximity to the start of the school term (i.e., the first day students are required to be in attendance), the school district shall provide a written notice (either electronic or paper) that a performance evaluation will be conducted in that school term to each teacher affected or, if the affected teacher is hired after the start of the school term, then no later than 30 days after the contract is executed. The written notice shall include:

1. A copy of the rubric (e.g., The Framework for Teaching) to be used to rate the teacher against identified standards and goals and other tools to be used to determine a performance evaluation rating;
2. A summary of the manner in which measures of student growth and professional practice to be used in the evaluation relate to the performance evaluation ratings of "Excellent", "Proficient", "Needs Improvement", and "Unsatisfactory" as set forth in Sections 24A5(e) of the School Code; and
3. A summary of the District's procedures related to the provision of professional development or remediation in the event a teacher receives a "Needs Improvement" or "Unsatisfactory" rating, respectively, to include evaluation tools to be used during the remediation period.

B. Evaluation Cycle Requirements

The plan shall provide for an evaluation at least once every two years of each teacher in contractual continued service (i.e., tenured); however, a tenured teacher who has obtained a "needs improvement" or "unsatisfactory" rating on the previous year's evaluation shall be evaluated in the next school year after receiving that rating, with such evaluation shall be completed by May 15. A minimum of two (2) observations, one of which is formal, as described below, shall be conducted before May 1. All summative evaluations for tenure teachers,

in a normal evaluation cycle, shall be completed by May 15.

The plan shall provide for an evaluation at least once every year of each teacher not in contractual continued service (i.e., non-tenured). The summative evaluation for all non-tenured teachers shall be completed by April 1 annually.

C. Required Components of the Evaluation Process

1. Pre-Observation Conference

Each formal observation shall be preceded by a conference between the qualified evaluator and the teacher.

2. Formal Observation

Teacher submits in advance of conference a written lesson or unit plan and/or other evidence of planning for instruction to be observed. Evaluator may discuss and make recommendations for areas of focus during the observation. The observation must be a minimum of 45 minutes at a time, or a complete lesson, or during an entire class period. The evaluator provides feedback following a formal evaluation to the teacher in writing (electronic or paper).

3. Informal Observation

No Pre-Conference requirements or observation requirements are defined. The evaluator provides feedback to the teacher either orally or in writing (electronic or paper), but it must be in writing, within ten (10) teacher employment days following the observation, if it is to be included in the summative evaluation. The Evaluator must provide the Teacher an opportunity to have an in person discussion following an informal observation if the Teacher so requests.

4. Post-Observation Conference

Following a formal observation, the evaluator shall meet with the teacher to discuss the evidence collected about the teacher's professional practice. The Evaluator shall meet with the Teacher to discuss evidence collected and provide feedback within ten (10) teacher employment days following the observation. Teacher may provide additional information or explanation about the lesson presented.

5. The parties further recognize that the law (i.e., The *Illinois School Code*, The *Illinois Educational Labor Relations Act*, ISBE rules and regulations and related court or administrative agency decisions) continues to evolve regarding faculty evaluations. Therefore, the parties acknowledge that if any portion of this Agreement regarding evaluation is determined to be contrary to the law, the law shall prevail, with the understanding that if any such changes in the law contain “grandfather” rights provisions, such grandfather rights shall be considered part

of this Agreement unless mutually agreed otherwise. If any changes in the law regarding evaluation allow the parties' discretion, the parties agree that the procedural aspects of the evaluation plan and process shall be considered mandatory subjects of bargaining but that the substantive components of the plan or process shall be permissive subjects of bargaining unless mandatory by law or prohibited by law. In the event that the Illinois legislature amends the School Code to delete the requirement that student/growth/professional practice data be considered as a factor in evaluating teacher performance, the Board and Association agree that the evaluation committee will meet to review the evaluation plan and provide input as to suggested revisions to the substantive components of the evaluation plan pertaining to student growth/professional practice but that such input shall be advisory only. The Board shall still be obligated to bargain over the impact on wages, hours and terms and conditions of employment.

PART III ASSOCIATION RIGHTS

1. MEETINGS

The Association shall have the right to hold a reasonable number of meetings before or after school on school property in such manner as will not interfere with other school programs. Any additional expense caused by such meetings shall be borne by the Association.

2. USE OF DISTRICT EQUIPMENT

The Association shall have the right to a reasonable use of District equipment solely for Association business in such manner as will not interfere with other school programs. The expense of such use, including supplies, materials, repairs and replacement resulting from obvious misuse, shall be borne by the Association. Ordinarily, Association use of District equipment shall be authorized by the administrator responsible upon prior request by the Association. The Board shall provide two filing cabinets for Association use to be housed in a school building chosen by the Association.

3. USE OF BULLETIN BOARDS

The principal of each school shall designate a bulletin board in his/her school on which the Association shall have the right to post notices pertaining to matters with which it is directly concerned.

4. USE OF DISTRICT MAIL SERVICE

The Association shall have the right to use school mailboxes, e-mail (in accordance with District policy), and the inter-school mail distribution service to distribute a reasonable amount of communications related to Association affairs.

5. RECEIPT OF BOARD AGENDA AND BOARD PACKET

A copy of the agenda and board packets for all regular and special meetings of the Board, excluding any and all documents which are confidential or otherwise restricted from public disclosure, shall be placed in the school mailbox of the Association president at about the same time as such is delivered to members of the Board of Education.

6. RECEIPT OF BOARD MINUTES

A copy of the minutes of all Board meetings shall be placed in the school mailbox of the Association president on the next business day following their approval but, in the case of special circumstances, no later than seven days following Board approval.

7. MATERIAL FOR NEGOTIATIONS

The Board shall provide the Association, on request, a copy of regularly prepared public information for negotiations with the Association or for the processing of a grievance hereunto, such as the current annual audit, the adopted budgets, monthly financial statements for the current fiscal year, current annual financial report, register of certificated personnel and salary scattergram, provided, however, that the Association shall reimburse the Board for the expense of copy duplication. Nothing herein shall require the Board or its' staff to research, assemble, or specially prepare data.

8. AVAILABILITY OF STAFF NAMES

The Board shall make available to the Association president the names and addresses of newly hired Staff members upon request. On or before September 15th of each school year, the Director of Human Resources shall provide the Association president with the names, addresses, and District e-mail addresses of Staff hired for the then current year and a list of Staff who are no longer employed for the then current year. Both lists shall be periodically updated during the school year as changes may occur.

9. CALENDAR COMMITTEE MEMBERSHIP

The Board, in the normal course of the formulation of the school calendar, agrees to consult with the Association prior to its development and adoption. This consultation shall be in the form of a calendar committee. The committee will provide a recommendation to the Board. The calendar committee shall include four (4) WEA voting designees plus no more than four (4) other voting members designated by the Superintendent.

10. PAYROLL DEDUCTIONS

(A) DUES DEDUCTION

The Board shall make all lawful deductions as specified in the *Illinois School Code* 24, 21.1.

(B) CREDIT UNION

The Board will remit all authorized credit union payments coincidental with regular pay periods.

11. FAIR SHARE

- (A) Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, shall join the Association or pay a fair share fee to the Association, including local, state, and national dues. Employees who pay a fair share to the state and national association and who begin employment after the start of the school year, will pay fees proportionate to the percentage of the year employed. Such Fair Share fee payers who end employment before the close of the school year, will pay fees proportionately to the percentage of the year employed.
- (B) In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- (C) Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- (D) In the event of any legal action against the employer brought in a court or administration 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:
 - 1. The employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
 - 2. The employer gives cooperation to the Association and its counsel in making relevant information available at both trial and all appellate levels.
- (E) The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a

final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this article.

1. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board.
- (F) The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the rules and regulations of the Illinois Educational Labor Relations Board.

PART IV LEAVES

1. SICK LEAVE

(CERTIFIED STAFF)

The accumulation of unused sick leave days shall be unlimited and shall be known as "Accumulated Sick Days."

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. For purposes of this provision, immediate family shall include parents, spouse, domestic partner, brothers, sisters, children, foster children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

In the event the family member is someone other than that listed in the above definition for "immediate family" (e.g., aunt, uncle, niece, nephew), the staff member shall provide a written request to the District Communication Council (DCC) on a form approved by the DCC indicating the nature of the relationship, the reason for the request, the number of days requested, and the period of time the staff member intends to use such days. The DCC may request such additional information as it deems necessary to consider the request. For the purpose of this section, priority of use shall be as follows: Annual Sick Days and then Accumulated Sick Days.

For purposes of this Section, "birth" shall include not only the actual birth, but also any period of disability of the mother or child due to birth. Child-rearing leaves shall be available in accordance with the terms of Part IV, Paragraphs 4 and 5 of this Agreement and in accordance with the provisions of the District's Family and Medical Leave Policy ("FMLA").

For purposes of this Section, "adoption" and "placement for adoption" shall include those activities reasonably related and essential to the process for adoption or placement for

adoption, including travel time where necessary, as further set forth in Part IV, Paragraphs 4 and 5.

(A) **Annual Sick Days.** Each full-time Certified Staff member will be entitled to the following annual allotment of sick leave days with full pay per school term (the “Annual Sick Days”):

1. fifteen (15) days beginning years 1 through 2;
2. sixty (60) days beginning years 3 through 5;
3. fifteen (15) days beginning years 6 through 10;
4. sixteen (16) days beginning years 11 through 20;
5. seventeen (17) days beginning year 21.

Part-time Certified Staff members will be granted a prorated share of Annual Sick Days that reflects the part time work schedule of such Certified Staff member. For example, a .5 FTE Certified Staff member earns fifteen (15) .5 sick days (for District reporting) equivalent to seven and one half (7.5) full sick days (for TRS reporting).

Annual Sick Days shall be applied retroactively to the start of the 2014-2015 school year.

(B) **2014-2015 Retroactive Application of New Sick Leave Formula for Certified Staff Members with More than Three (3) Years of Service in the District and Who Are Not Within Four (4) Years of Eligibility to Retire From TRS.** Existing Certified Staff members who have more than three (3) years of service within the District as of the start of the 2014-2015 School Year and who will not be eligible to retire from TRS prior to June 30, 2019 will be awarded sick leave days retroactively in accordance with a Memorandum of Understanding – Retroactive Application of New Sick Leave Formula for 2014-2015 Certified Staff Members with More Than 3 Years of Service within the District attached hereto and incorporated herein. Certified Staff member who will be eligible to retire under TRS prior to June 30, 2019, shall instead be permitted to use the Seventy Five (75) Day Special Allocation in lieu of the retroactive application of sick leave days, as further explained in Paragraph (C) below.

(C) **Seventy Five (75) Day Special Allocation For Certified Staff Members with More than Three (3) Years of Service in the District and Who Are Within Four (4) Years of Eligibility to Retire From TRS.** Existing Certified Staff members who have more than three (3) years of service within the District as of the start of the 2014-2015 School Year and who will be eligible to retire from TRS prior to June 30, 2019 will continue to participate in the “Seventy Five (75) Day Special Allocation” benefit as that benefit existed in the 2009-2014 Agreement with the exception that the “Seventy Five (75) Day Special Allocation” benefit days will be used last instead of first. The “Seventy Five (75) Day Special Allocation” days are only available for catastrophic use. Therefore, they may only be used solely in the event of the Certified Staff member’s own serious illness or disability and shall be used after the exhaustion of all other available sick leave days. To illustrate, where a Certified Staff member has suffered a catastrophic illness or disability and as a result, he/she is unable to work, sick leave shall first be deducted from

the Certified Staff member's Annual Sick Days, then the member's Accumulated Sick Days, then, if more days are needed, the "Seventy Five (75) Day Special Allocation" benefit days may be used. Part-time Certified Staff members will be granted a prorated share of the "Seventy Five (75) Day Special Allocation" benefit that reflects the part-time work schedule of such Certified Staff member. Certified Staff members described under this Paragraph (C) are not eligible to participate in the new Retroactive Application of New Sick Leave Formula described above in Paragraph (B). Because these "Seventy Five (75) Day Special Allocation" benefit days may only be used in the case of catastrophic illness or disability, such days cannot be reported to TRS for service credit.

(D) **Written Statement.** On or before September 15th, the Board shall furnish each Faculty member with the number of his/her available sick days.

(NON-CERTIFIED STAFF)

The accumulation of unused sick leave days shall be unlimited and shall be known as "Accumulated Sick Days."

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. For purposes of this provision, immediate family shall include parents, spouse, domestic partner, brothers, sisters, children, foster children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

For purposes of this Section, "birth" shall include not only the actual birth, but also any period of disability of the mother or child due to birth. Child-rearing leaves shall be available in accordance with the terms of Part IV, Paragraph 4 of this Agreement and in accordance with the provisions of the District's Family and Medical Leave Policy ("FMLA").

For purposes of this Section, "adoption" and "placement for adoption" shall include those activities reasonably related and essential to the process for adoption or placement for adoption, as further set forth in accordance with the provisions of the District's FMLA Policy.

Annual Sick Days. Each full-time Non-Certified Staff member will be entitled to the following annual allotment of sick leave days with full pay per school term (the "Annual Sick Days"):

1. Twelve (12) days beginning years 1 through 10;
2. Thirteen (13) days beginning years 11 through 15;
3. Fourteen (14) days beginning years 16 through 20;
4. Fifteen (15) days beginning with year 21.

Part-time Non-Certified Staff members will be granted a prorated share of Annual Sick Days that reflects the part time work schedule of such Non-Certified Staff member. For example, a .5 FTE Non-Certified Staff member earns fifteen (15) .5 sick days (for District reporting) equivalent to seven and one half (7.5) full sick days (for IMRF reporting).

Annual Sick Days shall be applied retroactively to the start of the 2014-2015 school year.

2. SICK LEAVE BANK TO CARE FOR FAMILY MEMBERS

(CERTIFIED STAFF)

The District shall maintain a Sick Leave Bank for use by a Certified Staff member to care for a member of the Certified Staff member's family due to such family member's serious illness or serious disability. For purposes of the Sick Leave Bank, the Certified Staff member's "family" shall be defined to include parents, spouse, children, or domestic partner (as defined within the District).

Each Certified Staff member who has been employed by the District for two or more years shall be required to make an initial donation of one sick leave day to the Sick Leave Bank. The District shall match such donations. After the initial period of donation, each Certified Staff member shall be required to make an additional donation of one sick leave day to replenish the bank upon written notice from the District that the number of days in the Bank has fallen below three hundred (300) in number. Upon each such additional donation, the District shall make a matching donation.

After the first two years of employment in the District as a teacher, any such Certified Staff member who wishes to request use of days from the Bank shall provide a written request to the District Communication Council (DCC) on a form approved by the DCC indicating the reason for the request, the number of Bank days requested, and the period of time the Certified Staff member intends to use such days. The DCC may request such additional information as it deems necessary to consider the request. The total maximum number of Bank days any individual Certified Staff member may use shall not exceed forty (40) days per year in number.

For the purposes of this section, priority of use shall be as follows: Annual Sick Days, Accumulated Sick Days, then Sick Leave Bank days granted by the DCC.

The accounting, eligibility, operation and use of Bank days pursuant to this Sick Leave Bank shall be determined by the DCC provided such use shall be consistent with the terms of this Agreement.

In the event the parties determine to dissolve the Bank, the number of days remaining in the Bank shall be distributed half to the District and half to the Certified Staff on a per Certified Staff member prorated basis.

(NON-CERTIFIED STAFF)

The District shall maintain a separate Sick Leave Bank for use by a Non-Certified Staff member to care for a member of the Non-Certified Staff member's family due to such family member's serious illness or serious disability. For purposes of the Sick Leave Bank, the Non-Certified member's "family" shall be defined to include parents, spouse, children, or domestic partner (as defined within the District).

Each Non-Certified Staff member who has been employed by the District for two (2) years shall be required to make an initial donation of one sick leave day to the Sick Leave Bank. The District shall match such donations. After the initial period of donation, each Non-Certified Staff member shall be required to make an additional donation of one sick leave day to replenish the bank upon written notice from the District that the number of days in the Bank has fallen below one hundred fifty (150) in number. Upon each such additional donation, the District shall make a matching donation.

After the first two years of employment in the District as a Non-Certified Staff member, any such Non-Certified Staff member who wishes to request use of days from the Bank shall provide a written request to the District Communication Council (DCC) on a form approved by the DCC indicating the reason for the request, the number of Bank days requested, and the period of time the Non-Certified Staff member intends to use such days. The DCC may request such additional information as it deems necessary to consider the request. The total maximum number of Bank days any individual Non-Certified Staff member may use shall not exceed forty (40) days per year in number.

For the purposes of this section, priority of use shall be as follows: Annual Sick Days, Accumulated Sick Days, then Sick Leave Bank days granted by the DCC.

The accounting, eligibility, operation and use of Bank days pursuant to this Sick Leave Bank shall be determined by the DCC provided such use shall be consistent with the terms of this Agreement.

In the event the parties determine to dissolve the Bank, the number of days remaining in the Bank shall be distributed half to the District and half to the Non-Certified Staff on a per Non-Certified Staff member prorated basis.

3. PERSONAL LEAVE FOR STAFF

Three (3) full days each year without deduction from pay or sick leave shall be allowed for absence of a Staff member for the purpose of attending to personal business or sick leave. The reason for the absence need not be given, but prior approval, as far in advance as practicable, shall be obtained from the Superintendent or designee, except in the case of an emergency. Such leave may not be taken the day before or after a school holiday,

winter and spring breaks and summer vacation. Unused personal leave shall accumulate as sick leave.

4. CHILDBIRTH/ADOPTION LEAVE FOR STAFF

Staff members may use thirty (30) or forty (40) accumulated sick days for childbirth (thirty (30) for routine delivery/adoption and forty (40) for cesarean birth).

A Staff member may use his/her sick leave for disability related to the Staff member's pregnancy, or disability of the Staff member's spouse or domestic partner, if related to the spouse's or domestic partner's pregnancy. Medical documentation shall ordinarily not be required for the aforementioned 30/40 days use unless someone is accessing Family Medical Leave Act (FMLA).

5. UNPAID PARENTAL LEAVE FOR BIRTH/ADOPTION FOR TENURED CERTIFIED STAFF MEMBERS

A tenured Certified Staff member shall be eligible for parental leave without pay on the following conditions:

(A) The Certified Staff member shall advise the Superintendent of the pregnancy and provide the estimated date of delivery or adoption. The Superintendent may request that the Certified Staff member submit updated statements from the doctor with respect to physical condition and continuing ability to perform employment duties.

(B) Application for such leave shall be made in writing to the Superintendent at least ninety (90) calendar days before the estimated birth date or adoption date of the child. Failure to make timely application shall cause the Certified Staff member to forfeit the right to parental leave beyond that to which he/she is entitled to under the *Family Medical Leave Act*.

(C) Unpaid parental leave shall not exceed the balance of the school year in which it commences plus an additional school year. In the interest of preserving the continuity of instruction, a Certified Staff member on parental leave shall return to full employment only at the beginning of a school year, unless some other return date is mutually agreed to or in compliance with the *Family Medical Leave Act*. A Certified Staff member granted such leave shall give written notice of the intention to return, such notice to be given on or before February 1 of the previous school year or at such other time as may be directed by the Board at the time such leave is granted. Failure to give such notice or failure of the Certified Staff member to return to full time employment upon the expiration of the leave period determined for her/his case shall be treated as an election not to return to employment and as a resignation from the District.

(D) Except as otherwise provided by this Agreement or the law, Annual or Accumulated Sick Days shall not be applicable during the period of unpaid parental leave but previously Accumulated Sick Days (less any sick leave used in accordance with this

paragraph) shall be available to the faculty member upon return to full employment at the end of the leave. This paragraph shall not preclude childbirth/adoption leave as set forth in Section Four (4) above.

(E) Where such unpaid parental leave commences within ninety (90) school days of the end of the school year, excluding unused snow days, the Certified Staff member shall be given credit for the entire year for step advancement on the salary scale. A Certified Staff member returning to full employment at the termination of such leave shall not, except as above stated, receive credit for step advancement on the salary scale.

(F) A Certified Staff member not eligible or not desiring unpaid parental leave, may utilize Accumulated Sick Days during any period of illness related to the pregnancy and/or to the delivery of the child. If such Certified Staff member shall have exhausted Accumulated Sick Days, he/she shall be granted a leave of absence without pay during such period of illness, not to exceed ninety (90) days, or the balance of the school term, whichever shall be the lesser.

Where a Certified Staff member fails to meet the conditions of this Section Five (5), the Board may in its sole discretion grant such leave for a period of time and upon such conditions as it alone shall determine. Failure of the Board to grant unpaid parental leave in such circumstances shall not be the subject of a grievance, nor shall the granting of such leave constitute a precedent for any other Certified Staff member.

6. UNPAID LEAVE OF ABSENCE FOR STAFF

The Board may in its discretion grant an unpaid leave of absence to any Staff member who has submitted a written application with the specific purposes of the leave set forth. A leave of absence without pay may, in the discretion of the Board, be granted to any Staff member for purposes which shall be specifically set forth in a written application therefore. A Certified Staff member returning to full employment after an unpaid leave of absence of one hundred twenty (120) days or more in a single school year shall not receive experience credit for the leave period. Staff members granted a leave of absence shall give written notice of their intention to return as directed by the Board at the time such leave is granted. Failure to give such notice or failure of the Staff member to return to full time employment upon the expiration of the leave period shall be treated as an election not to return to employment and as a resignation from the District. The decision of the Board shall not be the subject of a grievance, nor shall the granting of such leave constitute a precedent for any other Staff member.

(CERTIFIED STAFF EXAMPLE)

Example A: A Certified Staff member is employed on a full-time basis. During the 2012-2013 school year, he/she was on Step 5 of the salary schedule. The Certified Staff member worked the full 2012-2013 school year. The Certified Staff member took an unpaid leave of absence for the entire 2013-2014 school year and returned to full-time employment at the

start of the 2014-2015 school year. Upon his/her return at the 2014-2015 school year, he/she shall be placed on Step 6 of the salary schedule because he/she will receive credit for the 2012-2013 school year that he/she worked. He/she shall not receive experience credit for the 2013-2014 school year because he/she did not work more than 120 days during that school year due to the unpaid leave of absence.

Example B: Same facts as above except that the Certified Staff member worked the first 35 school days of the 2013-2014 school year and then took a leave of absence for the remainder of the 2013-2014 school year. Because he/she worked the first 35 days of the 2013-2014 school year, he/she was placed on Step 6 at the start of the 2013-2014 school year. Upon his/her return from leave at the start of the 2014-2015 school year, he/she shall remain on Step 6 because he/she worked less than 120 days during the 2013-2014 school year.

(NON-CERTIFIED STAFF EXAMPLE)

Example C: A Non-Certified Staff member is employed on a full-time basis. During the 2012-2013 school year, he/she was paid an hourly rate of \$16.00. The Non-Certified Staff member worked the full 2012-2013 school year. For the 2013-2014 school year, the hourly rate is \$16.20. During the 2014-2015 school year, the hourly rate is \$16.40. The Non-Certified Staff member took an unpaid leave of absence for the entire 2013-2014 school year and returned to full-time employment at the start of the 2014-2015 school year. Upon his/her return at the 2014-2015 school year, he/she shall be paid at the hourly rate of \$16.20 because he/she will receive credit for the 2012-2013 school year that he worked. He/she shall not receive experience credit for the 2013-2014 school year because he/she did not work more than 120 days during that school year due to the unpaid leave of absence.

Example D: Same facts as above except that the Non-Certified Staff member worked the first 35 school days of the 2013-2014 school year and then took a leave of absence for the remainder of the 2013-2014 school year. Because he/she worked the first 35 days of the 2013-2014 school year, he/she was paid \$16.20 at the start of the 2013-2014 school year. Upon his/her return from leave at the start of the 2014-2015 school year, he/she shall continue to be paid at the \$16.20 hourly rate because he/she worked less than 120 days during the 2013-2014 school year.

7. SABBATICAL LEAVE FOR CERTIFIED STAFF

Sabbatical leave may, in the discretion of the Board, be granted to any Certified Staff member upon written application therefore. Such leave shall be determined by the Board consistent with Section 5/24-6.1 of the *Illinois School Code*.

A Certified Staff member on sabbatical leave shall advance on the salary schedule as if regularly employed and shall have access to the same fringe benefits as those Certified Staff members employed full time.

8. JURY DUTY FOR STAFF

The Board shall pay the regular salary to Staff members called to serve as jurors or subpoenaed to appear as witnesses in matters other than those in which the Staff member or the Association are parties adverse to the Board.

9. ASSOCIATION LEAVE FOR STAFF

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, six (6) days shall be available. The representatives shall be excused without loss of salary, sick leave or personal business days. A written request shall be submitted to the Superintendent or his/her designee.

10. UNPAID FAMILY AND MEDICAL LEAVE FOR STAFF

(A) Unpaid Family and Medical Leave (FMLA Leave) For Staff – Possible Insurance Benefits.

Staff members may be entitled annually to a maximum of 12 weeks of unpaid leave (less any annual FMLA leave and/or Childbirth leave already used) for the birth of a child, to care for the newborn child within 12 months of birth or for placement of a child for adoption or foster care within 12 months of such placement. Although FMLA leave is unpaid, the Board shall continue to pay for group health insurance for the Staff member during the FMLA leave to the same degree the Board was paying for such coverage as if the Staff member were still working. Please refer to the Board's policy [\(5:185\)](#), rules and regulations regarding FMLA leave for the exact terms and conditions for use of such FMLA leave.

(B) Unpaid Disability Leave for Staff.

In the event a Staff member suffers a personal illness or disability in connection with pregnancy and the personal illness or disability continues beyond all available paid leave and FMLA leave, the Staff member may be entitled to a maximum 90 day unpaid leave of absence and, if necessary, may request an additional unpaid disability leave of absence. The granting or denying of leave beyond the 90 day leave mentioned above shall be within the sole discretion of the Board and shall be subject to the Board's right to require medical certification. Please refer to Part IV 7 of this Agreement for the terms and conditions for an unpaid leave of absence.

- (C) Unpaid Child-Rearing Leave Certified Staff – Tenured Entitlement – Non-Tenured Discretionary.

Subject to the terms and conditions of the District's FMLA policy, Certified members may be entitled annually to a maximum of twelve (12) weeks of unpaid leave for the birth of a child, to care for the newborn child within twelve (12) months of birth or for placement of a child for adoption or foster care within twelve (12) months of such placement. Although FMLA leave is unpaid, the Board shall continue to pay for group health insurance for the Certified Staff member during the FMLA leave to the same degree the Board was paying for such coverage as if the faculty member were still working.

PART V GRIEVANCE PROCEDURE

1. DEFINITIONS

(A) Any claim by the Association or a Staff member that there has been a violation, misinterpretation or misapplication of this agreement shall be a grievance.

(B) The term "days" in this part shall mean Certified Staff employment days for Staff grievances, except that when a grievance is submitted less than ten (10) such days before the last day of classes at the end of the term. Time limits shall include all calendar days in order that the matter may be resolved before the close of the school year or as soon thereafter as possible. The number of days mentioned at each level shall be considered as maximum, but such maximums may be extended by mutual agreement.

2. PROCEDURE

The parties hereto acknowledge that it is usually most desirable to resolve all problems through free and informal communications in a spirit of mutual trust and good will. Nothing contained in this part shall be construed as limiting the right of any Staff member of the Association having a complaint to discuss the matter informally with any appropriate member of the Administration, so long as the adjustment is not inconsistent with the terms of this Agreement. If, however, such informal processes fail to satisfy the Staff member of the Association, as the case may be, a formal grievance may be processed only as follows:

STEP 1 The Staff member of the Association shall file the grievance in writing with the supervisor immediately involved (usually the building principal), and such supervisor shall arrange for a meeting within four (4) employment days thereafter to discuss the grievance. The written grievance shall state the nature of the grievance, shall identify the specific clause or clauses of this agreement allegedly violated, and shall state the remedy requested. The filing of the grievance at this step must be within ten (10) employment days from the date of the occurrence. The supervisor who has authority to make a decision on the grievance shall make such a decision and communicate it in

writing with the rationale therefore to the grievant within nine (9) employment days after the meeting.

STEP 2 In the event a grievance has not been satisfactorily resolved in STEP 1, the grievant may file within six (6) employment days after receipt of the STEP 1 answer or within eight (8) days of the STEP 1 meeting, whichever is later, a copy of the grievance with the Superintendent. Within six (6) employment days after his/her receipt of such copy, the Superintendent shall meet with the grievant and other relevant persons whom the parties agree to have present in an attempt to resolve the grievance. The Superintendent shall make a decision and communicate it and the rationale in writing to the grievant and the Association and the STEP 1 supervisor within six (6) employment days of the meeting.

STEP 3 If the Association is not satisfied with the disposition of the grievance at STEP 2, or the time limit expires without the issuance of the Superintendent's written decision, the Association may submit the grievance to binding arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the parties from lists supplied by the American Arbitration Association or another mutually acceptable impartial source of such lists. If a demand for arbitration is not filed within twenty (20) calendar days of the Superintendent's written decision in STEP 2, or within twenty (20) calendar days of the expiration of the time limit for such decision where none is timely communicated to the Association, the grievance shall be considered withdrawn.

- (A) The decision of the arbitrator will be binding on the parties.
- (B) The arbitrator shall have no power to alter the terms of this agreement or to amend, modify, nullify, ignore or add to the provisions of this agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Association, and his/her decision must be based solely on his/her interpretation of the meaning or application of the express relevant language of this Agreement.
- (C) Each party shall bear the full cost for its representation and expenses in the arbitration. The cost of the arbitrator and the referring organization shall be divided equally between the parties.
- (D) If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties.

If the grievant and the Superintendent agree, STEP 1 of this procedure may be bypassed and the grievance brought directly to STEP 2.

3. OTHER PROCEDURES AND PRINCIPLES

- (A) Every Staff member shall have the right to present grievances in accordance with these procedures.
- (B) Any Staff member has the right to be represented at STEPS 1 and 2 in this procedure by another Staff member of his/her choice and at STEP 3 by any person of his/her choice, and no Staff member shall be required to discuss his/her formal grievance without such representation.
- (C) Where a Staff member is not represented by the Association and the Association is not represented in the formal grievance procedure, the Association will be notified in writing at each step of the disposition of the grievance, which disposition shall not be in conflict with any of the terms of this Agreement. Any final disposition of a formal grievance which is alleged by the Association to be in conflict with this Agreement shall be grievable by the Association.
- (D) Meetings, conferences and hearings 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 the personnel involved. When such meetings, conferences and hearings are held during school hours by mutual consent of all parties involved, all personnel whose presence is required shall be excused from their assignments for that purpose without loss of pay or benefits.
- (E) All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- (F) Neither the Association nor any Staff member may file or continue to present any grievance under this procedure where the grievant and the issue or issues are substantially equivalent to the complaining party and the issue or issues involved in a proceeding by the Association or such Staff member before any court, commission or other governmental body.
- (G) A formal grievance may be withdrawn prior to a decision at STEP I without establishing a precedent.
- (H) No reprisals of any kind shall be taken by the Board or Administration against any Staff member because of his/her participation in the grievance procedure.
- (I) Neither the Board nor the Association shall be permitted to assert any grounds or evidence before an arbitrator without disclosing the same to the other party sufficiently in advance as to allow time for rebuttal.

PART VI NEGOTIATIONS PROCEDURES

1. Representatives of the Board and the Association will negotiate with each other in periodic meetings to begin no later than the beginning of April of each year in which this agreement or part thereof terminates, and such negotiations shall deal with salaries, fringe benefits, any matter contained in this agreement, any other matters specifically agreed upon by the parties, except that where only a part of the agreement terminates, negotiations shall be limited to such part.
2. During negotiations, agreed upon material (tentative agreements) shall be prepared for the Board and the Association and signed prior to the adjournment of the meeting at which such agreement was reached or as soon thereafter as practicable.
3. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals, and to reach tentative agreements. When the Association and the Board reach tentative agreement on all matters being negotiated, the items will be put in writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.
4. If tentative agreement on all matters being negotiated has not been reached by June 15 or if the Association has not ratified or the Board not approved a tentative agreement within thirty (30) days of its submission for such action, either party may declare to the other in writing that an impasse exists.
5. When an impasse has been declared, the Federal Mediation Service will be requested by the parties to assign a mediator in accordance with its policies. If a mediator is not available from the Federal Mediation Service, then the parties shall choose a mutually acceptable mediator from another source. The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, or both, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences. The mediator shall not, without the consent of both parties, make finding of fact or recommend terms of settlement. The mediator shall not make public any recommendations or the positions of the parties without the express, written consent of both parties.
6. Any costs for the mediator shall be borne equally by the Association and the Board.
7. Notwithstanding all of the above of Part VI, the parties may mutually agree to engage in alternative models of collective bargaining.

PART VII COMPENSATION AND RELATED PROVISIONS

1. SALARY

(CERTIFIED STAFF)

(A) BA Salary for faculty members for the 2014-2015 through 2020-2021 school years shall be as set forth in the salary schedules attached hereto and incorporated in this Agreement as Appendix A. MA Salary and beyond for 2014-2015 through 2020-2021 school years shall be as set forth in the salary schedules attached hereto and incorporated in this Agreement as Appendix B.

(B) Payment To Teacher's Retirement System and Teacher Health Insurance Security Fund.

From the compensation schedule, the Board shall deduct and remit for each Certified Staff member from the amount due such Certified member pursuant to the compensation schedules to the State of Illinois Teachers Retirement System (TRS) an amount equal to the required statutory TRS contribution to be applied for the retirement account of such Certified Staff member (rather than the survivors annuity account) and from the amount due such Certified Staff member pursuant to the compensation schedules to the State of Illinois Teacher Health Insurance Security Fund (THIS) an amount equal to the required statutory THIS contribution. It is the intent of the parties by this agreement to qualify these payments as employer payments under Section 414 (H) of the *Internal Revenue Code*. The Certified Staff members have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the TRS or THIS.

The balance of the amount due each Certified Staff member pursuant to such compensation schedule shall be payable to the Certified Staff member as salary in installments as otherwise provided herein, provided the Board shall deduct there from all monies as required by law or as authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to the State of Illinois TRS or THIS for the account of such Certified Staff member.

The Association and each Certified Staff member will indemnify and hold harmless the Board of Education, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits or other liability by reason of a faithful payment of contributions to the TRS or THIS pursuant to the provision of this section. No such claim, demand, action, or suit shall be settled or compromised in any manner without the express written consent of both parties.

(NON-CERTIFIED STAFF)

Salary for Non-Certified staff members for the 2014-2015 through 2020-2021 school years shall be as set forth in the salary schedules attached hereto and incorporated in this Agreement as Appendix C.

2. FLEXIBLE BENEFIT PLAN FOR STAFF

The Board shall establish a plan of flexible compensation for the benefit of Staff covered by this agreement which is in compliance with Section 125 of the *Internal Revenue Code of 1986*, as amended (the "Code"), and in compliance with Sections 79, 104, 105, 106, 125, 129 of the Code. Eligible Staff may elect to purchase with pre-tax dollars, the following plans maintained by the District:

1. Health Insurance
2. Term Life Insurance
3. Dental Insurance
4. Long-Term Disability Insurance
5. Reimbursement Uncovered Medical Expenses
6. Dependent Care Reimbursement
7. Vision Insurance

The Board agrees to the formation of a joint Board, Administration and Staff Insurance Committee whose function will be to evaluate, discuss, and advise the Board on those insurance programs included in the fringe benefit package.

The Board shall select the insurance carriers for all of the above insurance programs. Each Staff member shall select his/her insurance benefits under this provision on or before August 31 or within thirty (30) calendar days of employment, whichever is later, and such selection shall be irrevocable for the current school year.

3. LIFE INSURANCE FOR STAFF

The Board shall purchase group life insurance on each Staff member's behalf in the form of a term life insurance policy with a benefit value of \$50,000 for Certified Staff and \$10,000 for Non-Certified staff up to age 74 subject to any underwriting conditions imposed by the Board's insurance provider. Upon reaching his/her 75th birthday, the benefit value for Staff shall be reduced to one-half the benefit subject to any underwriting conditions imposed by the Board's insurance provider.

4. FLEXIBLE SPENDING BENEFIT PLAN CONTRIBUTION FOR CERTIFIED STAFF¹

The Board will contribute to each Certified Staff member's health flexible spending benefit account an amount equal to fifty percent (50%) of the individual Certified Staff member's premium for in-network dental insurance single coverage to be used to reimburse eligible medical expenses in accordance with the District's Section 125 plan in

¹ The amount of the District's contribution to the flexible spending benefit account was tied to the premium for in-network dental insurance single coverage because the Board offered a paid dental benefit for teachers. However, the dental benefit contribution was changed to a contribution to a flexible spending account because it was determined that teachers would not take advantage of the dental benefit because it was still cost prohibitive.

effect in the District. Dependent coverage will be available at the Certified Staff member's expense.

5. LONG TERM DISABILITY INSURANCE FOR STAFF

The Board shall pay an amount equal to one hundred percent (100%) of the individual Staff member's premium for long-term disability insurance in accordance with the plan in effect in the District.

6. PAYMENT OF THIRD PARTY ADMINISTRATOR 403(b) SERVICE FEE FOR STAFF

The Board will pay, on behalf of each Certified Staff member participating in the Board's 403(b) plan, the 403(b) service fee actually assessed to each Certified Staff member by the third party who administers the Board's 403(b) plan.

7. SUPPLEMENTAL JOBS

(CERTIFIED STAFF)

(A) Payment for Supplemental Jobs shall be as described in Appendix D which shall reflect payments for 2014-2015. For 2015-2016 through 2020-2021 increases shall be a percentage equal to the percentage calculated pursuant to the *Property Tax Limitation Act* (maximum 5%) for the applicable school year.

(B) When a regular substitute is not available and, as a result, a teacher is required to relinquish planning time or is required to combine classes in order to cover a class for a fellow teacher who is absent, the teacher shall be compensated as follows:

Skokie/Washburne	Crow Island, Greeley, Hubbard Woods	
One Period	20-60 minutes	1/4 Substitute Pay
Two Periods	61-120 minutes	1/2 Substitute Pay
Three Periods	121-180 minutes	3/4 Substitute Pay
Four Periods	181-240 minutes	Full Substitute Pay

In all such cases the building principal shall be notified as soon as reasonably possible for approval.

For purposes of this provision, and to take into consideration the various school day configurations throughout the District, the term "one period" shall be defined as a Skokie or Washburne class period. In elementary school, compensation is determined by time in minutes. The periods vary in time depending on school schedule and subject. The parties agree that periods of time less than twenty (20) consecutive minutes shall not be eligible for internal substitution pay.

(C) On or before the first day of each school year, the District shall provide Certified Staff members with written notification of the rates of compensation for the Supplemental Jobs described in Appendix D above together with the rate of compensation for internal substitution as described in paragraph B above.

(D) No Certified Staff member shall be obligated to accept a supplemental job, but this provision shall not be construed to relate in any way to duties or compensation of a Certified Staff member's primary employment obligation.

(E) There are two dates each year by which notification must be received in order for a Certified Staff member to move from the Bachelor's to Master's schedule. If eligibility notification is received by September 30, the pay increase will be retroactive to the first paycheck of the current school year. If notification is received by January 31, the pay increase would be pro-rated based on the January 31 date and will begin with the second paycheck in February.

(F) Either the Board of Education or the Association may call for a reopening of negotiations related to Certified Staff retirement costs and/or benefits (whether statutory, contractual, Board policy or District practice) if the State laws governing the Illinois Teachers' Retirement System change so as to affect either the Board's costs or Certified Staff benefits.

(NON-CERTIFIED STAFF)

(A) Internal Substitution. The Administration may, at its discretion, assign Non-Certified Staff members to substitute teach on any given day, provided that the Non-Certified Staff member is legally qualified to perform the duties of a substitute teacher. When a Non-Certified Staff member is removed from his/her Non-Certified position and directed during the school day that he/she is required to cover a class for a Certified Staff member who is absent, the Non-Certified Staff member shall be compensated as follows:

Time Performing as Substitute Teacher Duties	Compensation
0 to 30 minutes	Regular Hourly Rate
31 minutes or more (but less than 240 minutes)	Regular Hourly Rate + \$14 Dollars Per Hour

If a Non-Certified Staff member is notified that he/she must serve as a substitute teacher for an entire school day, the Non-Certified Staff member shall be paid at the higher of the daily Substitute Teacher rate or his/her hourly rate.

(B) Elementary Lunchroom Coordinators: \$15.15 per hour

(C) Pioneer Room - \$11.45 per hour

PART VIII RETIREMENT BENEFITS FOR CERTIFIED STAFF

Introduction

This section is intended to inform Certified Staff members of the District's Salary Enhancement Retirement Benefit Plan including eligibility requirements and monetary retirement benefits which are available to qualified Certified Staff members.

1. SALARY ENHANCEMENT RETIREMENT PLAN

Eligibility: A Certified Staff member becomes eligible for the District's Salary Enhancement Retirement Benefit Plan when:

(A) the Certified Staff member (a) is at least 55 years of age at the time of retirement; (b) has 20 or more years of service credit at the time of retirement; (c) has served continuously as an employee in the District for fifteen (15) years or more prior to retirement²; and (d) obtained approval of the Board of Education after submission of timely written notification of application for retirement. An unpaid leave of absence of up to two (2) years duration shall not be deemed to interrupt such service, but any unpaid leave of absence for an entire school term shall not constitute a year of service. A year of service shall be defined as any year, full-time or part-time, as long as such service meets the minimum service requirements for creditable service under either the Illinois Teachers' Retirement System (TRS) or the Illinois Municipal Retirement Fund (IMRF); and

(B) has submitted an irrevocable written letter of resignation and an individual TRS report verifying the teacher's then known age, creditable service and creditable earnings to the Board of Education EITHER (1) by February 1 (those submitting during the 2017-2018 school year have until June 1, 2018) of the school year prior to the Certified Staff member's fifth, fourth, third, second, or first year in which the Certified Staff member becomes eligible to retire under Section 1.A AND eligible to retire under the provisions of TRS without an early retirement option penalty or without an early discounted annuity, OR (2) by February 1 (those submitting during the 2017-2018 school year have until June 1, 2018) of the school year prior to the Certified Staff member turning sixty years old, has served continuously as an employee in the District for 15 years or more, obtained approval from the Board of Education AND is eligible to retire under the

² District Certified Staff who leave the employ of the District for comparable service with the Winnetka Public School Foundation, and then return to teaching service with the District, shall be considered continuously employed for the purposes of the 15 year requirement of this section.

provisions of TRS without an early retirement option penalty or without an early age discounted annuity. All other retirees who would otherwise qualify to receive the benefits of and retire under this Section but who choose to forego the benefit by failing to submit the requisite notices in a timely manner and/or by working beyond when they would have to retire to receive this benefit will not receive this benefit.

GRANDFATHER CLAUSE: Those Certified Staff members not already participating in the 2018-2019 Salary Enhancement Retirement Plan and who have already worked beyond their eligibility for a non-discounted annuity shall be permitted to elect the new plan provided that they retire no later than the below listed dates and submit their notice of retirement no later than the date that corresponds with their retirement date, as listed below:

Notice No Later Than	Retirement Date
June 1, 2019	June 30, 2024
June 1, 2020	June 30, 2025

(C) who must not have received an increase in creditable earnings of greater than 6% in any year preceding commencement of the salary enhancement plan which, if combined with the years of this plan, would have resulted in a TRS penalty to the District (so-called “look back”)³; and

(D) who has submitted a signed promissory note (in the form appearing as Appendix E to this Agreement) wherein the Certified Staff member promises to pay back the difference between the total salary enhancements received under this plan and the actual salary member would have received in accordance with the regular salary schedule of the District if a change in the Certified Staff member’s retirement date results in any TRS penalty to the District. However, the repayment obligation will not apply if the Certified Staff member’s change in retirement date is a result of the following circumstances: permanent disability, death in the immediate family, serious health condition of the Certified Staff member or serious health condition of another individual which requires the care of the Certified Staff member. Other special circumstances may be considered at the Board’s discretion. For purposes of this section, the Certified Staff member’s “family” shall be defined to include parents, spouse, children or domestic partner (as defined within the District). The Certified Staff member will not be responsible for repayment of the retirement incentives if the Certified Staff member’s change in retirement date does not result in the District incurring a TRS monetary penalty payment obligation based upon the Certified Staff member’s creditable earnings increase in excess of the TRS 6.0% annual limit. The Board reserves the right to waive this provision on a non-precedential basis.

Benefit:

³ This provision shall not preclude participation in this plan in any instance when the District and a Certified Staff member mutually agree to an additional assignment with the requisite compensation even though said compensation shall cause total creditable earnings to exceed six percent (6%) above the prior year’s creditable earnings. If such assignment is agreed, the District shall be responsible for any excess salary contribution to the Teachers’ Retirement System. Any such agreement shall be in writing with a copy to the Certified Staff member and the WEA president.

(E) Salary Enhancement Election: If eligible as described in Sections 1.A-1.D, the Certified Staff member may elect to move “off schedule” and thereby receive a salary increase equal to 106% of the member’s prior year’s total creditable earnings (less any earnings for services not rendered to the District)⁴ in lieu of the regularly scheduled total creditable earnings. The member may make this election, if eligible, for one (1), two (2), three (3), four (4) or five (5) consecutive years provided the following:

If a Certified Staff member gives the Board an irrevocable written notice of retirement five (5) years prior to the year of retirement and five (5) years prior to becoming eligible for a non-discounted annuity as described in Section 1.B, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining five (5) years of service, less compensation for any services not rendered.

If a Certified Staff member gives the Board an irrevocable written notice of retirement four (4) years prior to the year of retirement and four (4) years prior to becoming eligible for a non-discounted annuity as described in Section 1.B, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining four (4) years of service, less compensation for any services not rendered.

If a Certified Staff member gives the Board an irrevocable written notice of retirement three (3) years prior to the year of retirement and three (3) years prior to becoming eligible for a non-discounted annuity as described in Section 1.B, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining three (3) years of service, less compensation for any services not rendered.

If a Certified Staff member gives the Board an irrevocable written notice of retirement by two (2) years prior to the year of retirement and two (2) years prior to becoming eligible for a non-discounted annuity as described in Section 1.B, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining two (2) years of service, less compensation for any services not rendered.

If a Certified Staff member gives the Board an irrevocable written notice of retirement one (1) year prior to the year of retirement and one (1) year prior to becoming eligible for a non-discounted annuity as described in Section 1.B, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for his/her remaining one (1) year of service, less compensation for services not rendered.

⁴ For 2014-2015 through 2018-2019 retirees, the District shall take into consideration the one hundred eighty seven (187) day school year agreed upon in this Agreement when determining whether additional services of a retiree are required to achieve full retirement earnings.

⁵ On an annual basis starting with the first year of salary enhancements, The teacher’s creditable earnings will not be reduced if the teacher performs a District approved substantially equivalent amount of stipend activities in subsequent school years. If the base year is 2018-19, the teacher shall be responsible for performing District approved services through retirement in 2024.

Once a Certified Staff member submits an irrevocable written notice of retirement before February 1 as provided above, that employee shall be removed from the salary schedules. All calculations for increased TRS creditable earnings will be based on the TRS creditable earnings in the year prior to the submission of the irrevocable written notice of retirement, less compensation for services not rendered. Once the employee submits an irrevocable written notice of retirement, in no case will the employee's TRS creditable earnings increase exceed 6% of the previous year.

(F) Except as otherwise provided, terms used herein shall have the same definition as that found in the Teachers' Retirement System of the State of Illinois. 40 ILCS 5/6-101 *et seq.*

(G) Bridge to Benefits: The full benefits of this Salary Enhancement Retirement Plan shall be available to any eligible Certified Staff member who submits his/her irrevocable letter of resignation during the term of this Agreement for benefits to be received within successive years immediately following receipt of said notice regardless of the fact that some or all of the benefits of this Plan may not be due and owing until after the expiration of this Agreement (e.g., an eligible member who submits his/her irrevocable letter of resignation during the 2018-2019 school year for the five year plan shall be eligible to receive the salary enhancement for 2021-22 through 2025.)

2. DISCRETIONARY SICK LEAVE GIFTS

To the extent permitted by TRS, the Board shall retain the right to award sick leave gifts to retiring Certified Staff members if it is determined by the Board that such gifts shall be in the best financial interest of the District. The District shall be responsible for TRS sick leave gift penalties as a result of its exercise of the right to award sick leave gifts.

3. FRINGE BENEFITS

(A) Retirees under the Salary Enhancement Retirement Benefit Plan will be allowed to enroll in the Health and Life Insurance programs of the District, or of TRS, for which they are eligible so long as the insurance carrier, if any, writing such coverage continues to approve such participation by retirees.

(B) The cost of such health insurance coverage for retirees, shall be paid by the Board for the TRS Health and Prescription Drug Insurance Plan at the applicable rates; and for the existing District plan only in the event the employee is not eligible for the TRS plan. The total amount paid by the Board for the cost of such retiree's single membership in any health and life insurance plans shall be limited to \$3,000 on an annual basis. Such payments shall continue for no longer than five years from the date of retirement in any case. Certified Staff members shall not have the option of receiving cash in lieu of the District's payment of health insurance premiums.

4. GENERAL PROVISIONS

Upon the death of an individual who has retired under this policy, the Board will pay the remaining payments, if any, to the retiree's designated beneficiary, or, if none is designated, to his or her estate.

PART IX TEACHER ASSOCIATES

The Board of Education agrees to employ a teacher's associate for each first grade section in the District.

PART X SPECIAL EDUCATOR WORKLOAD

Special Educator Workload

Pursuant to the Rules and Regulations of the Illinois State Board of Education (23 Illinois Administrative Code 226.735), school districts are required to adopt a [plan](#) specifying limits on the workload of its special educators. The Rules and Regulations require that each plan be developed in collaboration with its special educators and in accordance with the *Illinois Educational Labor Relations Act* (IELRA).

In accordance with the aforementioned, the parties agreed to adopt the following process for managing workload limits for special educators:

- (A) The special educator shall schedule a meeting with his/her immediate supervisor to discuss workload concerns whenever such concerns arise; and
- (B) For such scheduled meetings, the special educator shall bring the necessary data regarding workload concerns including, but not limited to, service minutes, consultation time and other duties that might be contributing to concerns over workload; and
- (C) The immediate supervisor, in consultation with the special educator, shall develop a written document of options and strategies to address such workload concerns; and
- (D) The special educator shall schedule a follow-up meeting with his/her immediate supervisor to determine whether the aforementioned options and strategies have been effective in addressing the workload concerns. If it is determined that such strategies have not been effective, the Director of Student Services shall be contacted for continued discussion and review.

PART XI DISTRICT AND BUILDING COMMUNICATION COUNCILS

1. DISTRICT AND BUILDING COMMUNICATION COUNCILS

The parties agree that on-going communication between the Board, the District Administration, the Building Administration, and the Association Leadership is important and that such

communication should not wait until formal negotiations. In an effort to maximize the likelihood that such communication shall occur, the parties agree to form communication councils at both the District level and the Building level as follows:

The Superintendent and the Association President shall form the District Communication Council (DCC). The Building Principal or designee and the Association Building Representative or designee shall form the Building Communication Council (BCC). Each shall be permitted to invite one additional person as a permanent member of the Councils and others as temporary resources to the Councils. The Councils shall meet no less than once per month on a regularly scheduled date to be determined by the DCC and the BCC. Additional meetings may be scheduled by mutual agreement of the members. In the event that the Superintendent or Association President is unable to attend a regularly scheduled date, the Superintendent or Association President may determine to cancel such meeting and reschedule or, if mutually agreeable, appoint a designee to attend in his/her absence. Each Council shall appoint a respective member who shall communicate in writing with his/her counterpart prior to each meeting with respect to proposed agenda items for the upcoming meeting in an effort to assist the parties in advance preparation for discussion of any such items. These meetings shall not be considered "formal negotiations" unless the parties mutually agree. Therefore, there shall be no constraints on the topics for discussion, except to the extent required by law. The parties are encouraged to use principles of interest based problem solving where appropriate.

The Council(s) shall determine any other operational protocols except as follows: the parties agree and acknowledge that any proposed action coming from the Council(s) is subject to the right of final decision by the Board of Education to the extent provided under law and/or the bargaining rights of the Association to the extent provided under law, and to the extent either the Board or the Association elects to exercise such rights.

2. COMMITTEE COUNCIL

The parties agree to form a joint committee of members appointed by the administration and the Association for the purpose of monitoring the establishment, number, and functioning of committees throughout the District. The Committee Council shall meet by September 30th of each year, appoint co-chairs, meet a minimum of four (4) times per school year and maintain a list of active and inactive committees. While the Committee Council shall not have the right to interfere with the Board's and/or Administration's establishment of committees, it is intended to alert the Board and/or Administration to any concerns regarding the number of committees, the functioning of any committee, the interplay between any committee's work and compliance with the prevailing collective bargaining agreement, and the interplay between any committee's work and compliance with the *Illinois Educational Labor Relations Act*.

PART XII SAVINGS CLAUSE

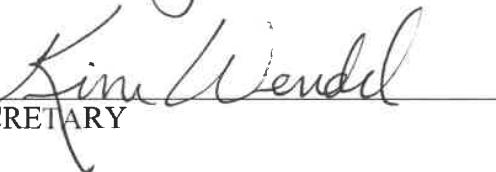
Should any part or clause of this Agreement be declared illegal or void by a court of competent jurisdiction, then that part or clause shall be deleted from this Agreement. The remaining parts and clauses shall remain in full force and effect, if not affected by the deleted material.

This Agreement, signed this 9th day of June, 2015 shall be effective as of the first day of the 2014-2015 school year, and shall remain in effect until the day before the 2021-2022 school year. The salary and compensation rates listed in Appendices A, B and C and sick leave allotments shall be applied retroactively to the first day of the 2014-2015 school year. The Certified Staff member stipends listed in Appendix D shall be applied retroactively only for those stipend positions that began before November 17, 2014 and performance of such position continued after November 18, 2014 or the stipend position began after November 18, 2014. Non-Certified Staff member pay rates for the supplemental jobs set forth Part VII, (Non-Certified Staff) Section 7(A) shall be paid at the new pay rates beginning on November 17, 2014.

WINNETKA EDUCATION ASSOCIATION



PRESIDENT



SECRETARY

WINNETKA BOARD OF EDUCATION



PRESIDENT



SECRETARY

304321_1

APPENDIX A
CERTIFIED STAFF MEMBERS' SALARY SCHEDULE
Winnetka Public Schools
B.A. DEGREE
2014-2015 through 2020-2021

2014-2015		2015-2016		2016-2017		2017-2018		2018-2019	
BA	SALARY	BA	SALARY	BA	SALARY	BA	SALARY	BA	SALARY
STEP	14-15	STEP	15-16	STEP	16-17	STEP	17-18	STEP	18-19
0	\$47,636	0	\$48,350	0	\$49,075	0	\$49,812	0	\$50,559
1	\$48,826	1	\$49,559	1	\$50,302	1	\$51,057	1	\$51,823
2	\$50,047	2	\$50,798	2	\$51,560	2	\$52,333	2	\$53,118
3	\$51,298	3	\$52,581	3	\$52,849	3	\$53,642	3	\$54,446
4	\$53,863	4	\$53,895	4	\$54,170	4	\$54,983	4	\$55,807
5	\$55,210	5	\$55,243	5	\$55,524	5	\$56,357	5	\$57,203
6	\$56,590	6	\$56,624	6	\$56,912	6	\$57,766	6	\$58,633
7	\$58,005	7	\$58,039	7	\$58,335	7	\$59,210	7	\$60,098
8	\$59,455	8	\$59,490	8	\$59,794	8	\$60,690	8	\$61,601
9	\$60,941	9	\$60,978	9	\$61,288	9	\$62,208	9	\$63,141
10	\$62,465	10	\$62,502	10	\$62,821	10	\$63,763	10	\$64,719
11	\$64,026	11	\$64,065	11	\$64,391	11	\$65,357	11	\$66,337
		12	\$65,666	12	\$66,001	12	\$66,991	12	\$67,996
		13	\$67,308	13	\$67,651	13	\$68,666	13	\$69,696

APPENDIX A
CERTIFIED STAFF MEMBERS' SALARY SCHEDULE
Winnetka Public Schools
B.A. DEGREE
2014-2015 through 2020-2021

2019-2020		2020-2021	
BA	SALARY	BA	SALARY
STEP	19-20	STEP	20-21
0	\$50,812	0	\$51,066
1	\$52,082	1	\$52,343
2	\$53,384	2	\$53,651
3	\$54,719	3	\$54,992
4	\$56,087	4	\$56,367
5	\$57,489	5	\$57,776
6	\$58,926	6	\$59,221
7	\$60,399	7	\$60,701
8	\$61,909	8	\$62,219
9	\$63,457	9	\$63,774
10	\$65,043	10	\$65,369
11	\$66,669	11	\$67,003
12	\$68,336	12	\$68,678
13	\$70,045	13	\$70,395

APPENDIX B - CERTIFIED STAFF MEMBERS' SALARY SCHEDULE - Winnetka Public Schools

M.A. DEGREE

2014-2015 through 2018-2019

2014-2015	
MA Step	MA 2014-2015
0	\$53,659
1	\$55,000
2	\$56,375
3	\$57,784
4	\$59,229
5	\$62,190
6	\$63,745
7	\$65,339
8	\$66,972
9	\$68,647
10	\$72,079
11	\$73,881
12	\$75,728
13	\$77,621
14	\$79,562
15	\$83,540
16	\$85,628
17	\$87,769
18	\$89,963
19	\$92,212
20	\$96,823
21	\$99,243
22	\$101,725
23	\$104,268
24	\$106,874
25	\$109,546

2015-2016			
MA Step	MA 2015-2016	WU+15	WU+30
0	\$54,445	\$55,806	\$57,201
1	\$55,806	\$57,201	\$58,631
2	\$57,201	\$58,631	\$60,097
3	\$58,631	\$60,097	\$61,600
4	\$60,097	\$61,600	\$63,140
5	\$63,102	\$64,679	\$66,296
6	\$64,679	\$66,296	\$67,954
7	\$66,296	\$67,954	\$69,653
8	\$67,954	\$69,653	\$71,394
9	\$69,653	\$71,394	\$73,179
10	\$71,394	\$73,179	\$75,008
10a	\$73,179	\$75,008	\$76,884
11	\$75,008	\$76,884	\$78,806
12	\$76,884	\$78,806	\$80,776
13	\$78,806	\$80,776	\$82,795
14	\$80,776	\$82,795	\$84,865
15	\$84,815	\$86,935	\$89,108
16	\$86,935	\$89,108	\$91,336
17	\$89,108	\$91,336	\$93,619
18	\$91,336	\$93,619	\$95,960
19	\$93,619	\$95,960	\$98,359
20	\$95,960	\$98,359	\$100,818
20a	\$98,359	\$100,818	\$103,338
21	\$100,818	\$103,338	\$105,922
22	\$103,338	\$105,922	\$108,570
23	\$105,922	\$108,570	\$111,284
24	\$108,570	\$111,284	\$114,066
25	\$111,284	\$114,066	\$116,918

2016-2017			
MA Step	MA 2016-2017	WU+15	WU+30
0	\$55,528	\$56,917	\$58,340
1	\$56,917	\$58,340	\$59,798
2	\$58,340	\$59,798	\$61,293
3	\$59,798	\$61,293	\$62,825
4	\$61,293	\$62,825	\$64,396
5	\$62,825	\$64,396	\$66,006
5a	\$64,396	\$66,006	\$67,656
6	\$66,006	\$67,656	\$69,347
7	\$67,656	\$69,347	\$71,081
8	\$69,347	\$71,081	\$72,858
9	\$71,081	\$72,858	\$74,680
10	\$72,858	\$74,680	\$76,547
10a	\$74,680	\$76,547	\$78,460
11	\$76,547	\$78,460	\$80,422
12	\$78,460	\$80,422	\$82,432
13	\$80,422	\$82,432	\$84,493
14	\$82,432	\$84,493	\$86,605
15	\$84,493	\$86,605	\$88,771
15a	\$86,605	\$88,771	\$90,990
16	\$88,771	\$90,990	\$93,265
17	\$90,990	\$93,265	\$95,596
18	\$93,265	\$95,596	\$97,986
19	\$95,596	\$97,986	\$100,436
20	\$97,986	\$100,436	\$102,947
20a	\$100,436	\$102,947	\$105,520
21	\$102,947	\$105,520	\$108,158
22	\$105,520	\$108,158	\$110,862
23	\$108,158	\$110,862	\$113,634
24	\$110,862	\$113,634	\$116,475
25	\$113,634	\$116,475	\$119,387

2017-2018			
MA Step	MA 2017-2018	WU+15	WU+30
0	\$56,917	\$58,340	\$59,798
1	\$58,340	\$59,798	\$61,293
2	\$59,798	\$61,293	\$62,825
3	\$61,293	\$62,825	\$64,396
4	\$62,825	\$64,396	\$66,006
5	\$64,396	\$66,006	\$67,656
5a	\$66,006	\$67,656	\$69,347
6	\$67,656	\$69,347	\$71,081
7	\$69,347	\$71,081	\$72,858
8	\$71,081	\$72,858	\$74,680
9	\$72,858	\$74,680	\$76,547
10	\$74,680	\$76,547	\$78,460
10a	\$76,547	\$78,460	\$80,422
11	\$78,460	\$80,422	\$82,432
12	\$80,422	\$82,432	\$84,493
13	\$82,432	\$84,493	\$86,605
14	\$84,493	\$86,605	\$88,771
15	\$86,605	\$88,771	\$90,990
15a	\$88,771	\$90,990	\$93,265
16	\$90,990	\$93,265	\$95,596
17	\$93,265	\$95,596	\$97,986
18	\$95,596	\$97,986	\$100,436
19	\$97,986	\$100,436	\$102,947
20	\$100,436	\$102,947	\$105,520
20a	\$102,947	\$105,520	\$108,158
21	\$105,520	\$108,158	\$110,862
22	\$108,158	\$110,862	\$113,634
23	\$110,862	\$113,634	\$116,475
24	\$113,634	\$116,475	\$119,387
25	\$116,475	\$119,387	\$122,371

2018-2019			
MA Step	MA 2018-2019	WU+15	WU+30
0	\$58,183	\$59,638	\$61,129
1	\$59,638	\$61,129	\$62,657
2	\$61,129	\$62,657	\$64,223
3	\$62,657	\$64,223	\$65,829
4	\$64,223	\$65,829	\$67,475
5	\$65,829	\$67,475	\$69,161
5a	\$67,475	\$69,161	\$70,890
6	\$69,161	\$70,890	\$72,663
7	\$70,890	\$72,663	\$74,479
8	\$72,663	\$74,479	\$76,341
9	\$74,479	\$76,341	\$78,250
10	\$76,341	\$78,250	\$80,206
10a	\$78,250	\$80,206	\$82,211
11	\$80,206	\$82,211	\$84,266
12	\$82,211	\$84,266	\$86,373
13	\$84,266	\$86,373	\$88,532
14	\$86,373	\$88,532	\$90,746
15	\$88,532	\$90,746	\$93,014
15a	\$90,746	\$93,014	\$95,340
16	\$93,014	\$95,340	\$97,723
17	\$95,340	\$97,723	\$100,166
18	\$97,723	\$100,166	\$102,670
19	\$100,166	\$102,670	\$105,237
20	\$102,670	\$105,237	\$107,868
20a	\$105,237	\$107,868	\$110,565
21	\$107,868	\$110,565	\$113,329
22	\$110,565	\$113,329	\$116,162
23	\$113,329	\$116,162	\$119,066
24	\$116,162	\$119,066	\$122,043
25	\$119,066	\$122,043	\$125,094

2019-2020			
MA Step	MA 2019-2020	WU+15	WU+30
0	\$59,347	\$61,127	\$62,655
1	\$60,830	\$62,655	\$64,222
2	\$62,351	\$64,222	\$65,827
3	\$63,910	\$65,827	\$67,473
4	\$65,508	\$67,473	\$69,160
5	\$67,145	\$69,160	\$70,889
5a	\$68,824	\$70,889	\$72,661
6	\$70,545	\$72,661	\$74,477
7	\$72,308	\$74,477	\$76,339
8	\$74,116	\$76,339	\$78,248
9	\$75,969	\$78,248	\$80,204
10	\$77,868	\$80,204	\$82,209
10a	\$79,815	\$82,209	\$84,264
11	\$81,810	\$84,264	\$86,371
12	\$83,855	\$86,371	\$88,530
13	\$85,952	\$88,530	\$90,743
14	\$88,100	\$90,743	\$93,012
15	\$90,303	\$93,012	\$95,337
15a	\$92,561	\$95,337	\$97,721
16	\$94,875	\$97,721	\$100,164
17	\$97,246	\$100,164	\$102,668
18	\$99,678	\$102,668	\$105,235
19	\$102,170	\$105,235	\$107,865
20	\$104,724	\$107,865	\$110,562
20a	\$107,342	\$110,562	\$113,326
21	\$110,025	\$113,326	\$116,159
22	\$112,776	\$116,159	\$119,063
23	\$115,595	\$119,063	\$122,040
24	\$118,485	\$122,040	\$125,091
25	\$121,447	\$125,091	\$128,218

2020-2021			
MA Step	MA 2020-2021	WU+15	WU+30
0	\$60,534	\$62,350	\$63,908
1	\$62,047	\$63,908	\$65,506
2	\$63,598	\$65,506	\$67,144
3	\$65,188	\$67,144	\$68,822
4	\$66,818	\$68,822	\$70,543
5	\$68,488	\$70,543	\$72,306
5a	\$70,200	\$72,306	\$74,114
6	\$71,955	\$74,114	\$75,967
7	\$73,754	\$75,967	\$77,866
8	\$75,598	\$77,866	\$79,813
9	\$77,488	\$79,813	\$81,808
10	\$79,425	\$81,808	\$83,853
10a	\$81,411	\$83,853	\$85,950
11	\$83,446	\$85,950	\$88,098
12	\$85,532	\$88,098	\$90,301
13	\$87,671	\$90,301	\$92,558
14	\$89,862	\$92,558	\$94,872
15	\$92,109	\$94,872	\$97,244
15a	\$94,412	\$97,244	\$99,675
16	\$96,772	\$99,675	\$102,167
17	\$99,191	\$102,167	\$104,721
18	\$101,671	\$104,721	\$107,339
19	\$104,213	\$107,339	\$110,023
20	\$106,818	\$110,023	\$112,773
20a	\$109,489	\$112,773	\$115,593
21	\$112,226	\$115,593	\$118,482
22	\$115,032	\$118,482	\$121,445
23	\$117,907	\$121,445	\$124,481
24	\$120,855	\$124,481	\$127,593
25	\$123,876	\$127,593	\$130,783

SALARY SCHEDULE FOOTNOTES

GENERAL

Recently, there has been a misconception among some staff that step placement on the District's salary schedule automatically equals years of service. The parties recognize that in most years a teacher will move one step on the schedule for each year of service to District 36 and, so, the notion of steps equaling years is easily inferred. However, this inference wrongly presumes that for all teachers, and for all years, the District's placement practices, step movement practices and salary schedule configuration remained the same. In fact, throughout the long history of District 36, as well as the recent past, changes have occurred which do not support the notion that steps equal years of service. For example, in some years, steps have been collapsed, in other years expanded and, still, in other years' movement has been frozen. These changes usually occur in response to an effort by the District and the Association to ensure that teachers receive an equitable raise for the years under negotiation. In other instances, step placement is affected by leaves of absence, less than full-time service and out-of-district placement; just to name a few. This phenomenon occurs in all school districts. With that said, there may be instances where an individual's years of service with the School District do match the individual's step placement; however, in such instances the step placement is merely a function of the terms of the Agreement and the structure of the salary schedule at that moment in time, with no guarantee that it will not change at some point in the future.

SALARY SCHEDULE FOOTNOTES APPLICABLE TO CERTIFIED AND NON-CERTIFIED STAFF

Either party may call for a reopening of negotiations related to Part VII "Professional Compensation and Related Provisions" of the Contract if, at any time during the term of this Contract, the Board's payment of any health insurance premiums or provision of other health-related benefit under this Contract is deemed to constitute a discriminatory benefit or other benefit under law or regulation or other official guidance or official interpretation of law subjecting the Board or Staff member to potential penalties, civil fines, fees, employee benefit plan failures or increased tax payments. Further, either party may call for a reopening of negotiations if its provision of health insurance will expose the District, directly or indirectly, to an obligation to pay a tax or other fee, including but not limited to the excise tax imposed by Internal Revenue Code Section 4980, associated with the Patient Protection and Affordable Care Act, Pub. L. No. 111-148, as amended by the Health Care and Education Reconciliation Act of 2010, Pub. L. No. 111-152 (2010).

The salary and compensation rates set forth in Appendices A, B, and C for the 2014-2015 school year shall be applied retroactively to the start of the 2014-2015 school year.

SALARY SCHEDULE FOOTNOTES APPLICABLE TO CERTIFIED STAFF BA AND MA SCHEDULES

In addition to the salary paid above, the Board agrees to contribute toward the established premium for the District's health insurance on behalf of each teacher who elects and is eligible for such insurance as follows: single HMO – 90%, single PPO – 80%, single + one HMO – 70%, family HMO – 70% or family PPO – 70%. Each eligible and participating teacher shall be responsible for paying any remaining percentage toward such premiums on a timely basis as reasonably established by the District.

SALARY SCHEDULE FOOTNOTES APPLICABLE TO CERTIFIED STAFF MA SCHEDULE ONLY

Certified Staff who are paid an annual salary beyond the last step on the salary schedule shall be entitled to an additional 2.5% for each lane moved beyond the masters.

Certified Staff who are paid an annual salary beyond the last step on the salary schedule shall be entitled to a longevity increase in each year of the agreement. The longevity increases for each year of the agreement are as follows: (1) 2014-2015 school year – 6%; (2) 2015-2016 school year – 3.5%; (3) 2016-2017 school year – 3.3%; (4) 2017-2018 – 3.8%; and (5) 2018-2019 – 3.5%; (6) 2019-2020 – 3.1%; (7) 2020-2021 – 3.1%. The percentage increase in each school year is over the prior year's base salary.

New faculty shall not be entitled to post masters lane movement except for credit earned and approved while employed at District 36.

Language Memorializing Placement of Certified Staff on "a" MA Salary Schedule Steps.

Certified Staff members on step 10 or step 20 in the 2014-2015 school year, will bypass steps 10a and 20a respectively in 2015-2016 and will be placed on steps 11 and 21 in the 2015-2016 school year. In any year after the 2015-2016 school year, except the 2019-2020 and 2020-2021 school years as noted below, all those on step 10 and 20 will be placed on 10a and 20a in subsequent years.

Certified Staff members on step 5 or step 15 in the 2015-2016 school year, will bypass steps 5a and 15a respectively in the 2016-2017 school year and will be placed on steps 6 and 16 in 2016-2017. In any year after the 2016-2017 school year, except the 2019-2020 and 2020-2021 school years as noted below, all those on steps 5 and 15 will be placed on steps 5a and 15a in subsequent years.

During the term of the extension of this Agreement (school years 2019-2020 and 2020-2021), Certified Staff members will bypass steps 10a and 15a respectively and will be placed on steps 11 and 16.

SALARY SCHEDULE FOOTNOTE APPLICABLE TO NON-CERTIFIED STAFF ONLY

In addition to the salary paid above, the Board agrees to contribute toward the established premium for the District's health insurance on behalf of each Non-Certified Staff member who elects and is eligible for such insurance as follows: single HMO – 100%, single PPO – 80%, single + one HMO – 70%, family HMO – 70% or family PPO – 70%. Each eligible and participating Non-Certified Staff member shall be responsible for paying any remaining percentage toward such premiums on a timely basis as reasonably established by the District.

APPENDIX C
NON-CERTIFIED STAFF MEMBERS' COMPENSATION
2014-2015 through 2020-2021
Winnetka Public Schools

Associate/Entrance Monitor Salaries

Regardless of prior service in the District, all associates and entrance monitors will receive a minimum 6.26% increase in the 2014-2015 school year to reach a minimum base/beginning hourly salary of \$16.22. The associate's salary shall be increased for each school year (July 1 to June 30) of this Agreement based on the following:

<u>School Year</u>	<u>Increase</u>
<u>2015-2016</u>	4.33%
<u>2016-2017</u>	4.43%
<u>2017-2018</u>	4.84%
<u>2018-2019</u>	4.52%
<u>2019-2020</u>	4.00%
<u>2020-2021</u>	4.00%

Associates and entrance monitors beginning employment on or after July 1, 2015, will be paid the base hourly rate of \$16.22 which shall be increased by 2.5% to \$16.63 for 2015-2016 and annually by 2.5% for the duration of this agreement.

APPENDIX D CERTIFIED STAFF MEMBER STIPEND LIST

Certified Staff Stipends

Activity	2014-2015*
Athletic Director	\$ 4,042.60
Cross Country**	1,781.33
Girls Volleyball***	2,192.40
Boys Volleyball	2,192.40
Boys and Girls Basketball	3,095.75
Volleyball, Basketball Scoreboard, & Score Book Operators (hourly)	22.33
Gym Supervisor & Event Staff (hourly)	22.33
Track and Field	1,781.33
Intramurals/House League - per game basis	30.45
Bus Duty, Crossing Guard, and Lunch Duty (hourly)	29.59
Washburne Department Chairs	4,041.60
CW Dept Chair, English	4,041.60
CW Dept Chair, Social Studies	4,041.60
CW Dept Chair, Science	4,041.60
CW Dept Chair, Math	4,041.60
CW Dept Chair, Related Studies	4,041.60
CW Dept Chair, Spec Ed	4,041.60
Grade Level 5 & Grade Level 6 Chairs	4,041.60
Special Ed Coordinator	4,041.60
Curriculum Work (hourly)	51.08
After School Sports/District sponsored Clubs (hourly)	50.98
Pioneer Room (annual)	801.85
Curriculum Chair (year 2 of the review cycle)	4,041.60
Curriculum Committee Beyond 7 Meetings (per hour)	35.00
WU Committee Members - \$1,250 each –	1,250.00
Mentor - Year 1	3,200.00
Mentor - Year 2	1,280.00
Science Olympiad Coach	4,000.00
Science Olympiad Assistant Coach	2,000.00
Chorus - SK	1,250.00
Chorus - CW	2,500.00
Principal Substitute - daily rate	185.00
Student Government (annual)	2,000.00
WGST (annual)	3,715.74
Faculty Member Mentor	1,280.00
Consulting Teacher	1,600.00
K-4 Grade Level Chair	640.00

CW Team Leader	4,041.60
Outdoor Education – Chaperone (annual)	300.00
Outdoor Education - Leader (5) (annual)	1,500.00

* Stipends to be increased by CPI for each subsequent year of the contract

** Paid at the 2013-14 level for the 2014-15 year (\$1,755)

*** Paid at the 2013-14 level for the 2014-15 year (\$2,160)

APPENDIX E

Winnetka School District No. 36 Salary Enhancement Retirement Plan

PROMISSORY NOTE

Employee Name:

Date:

I have requested to participate in the Salary Enhancement Retirement Plan as outlined in Part VIII, Section 1 of the 2014-2021 Collective Bargaining Agreement.

As a condition of participation in the Salary Enhancement Retirement Plan, I understand that I must meet all of the requirements of Part VIII, Section 1, which include among them the following pertinent part:

A Certified Staff member who has submitted a signed promissory note (in the form appearing as Appendix E to this Agreement) wherein the Certified Staff member promises to pay back the difference between the total salary enhancements received under this plan and the actual salary the faculty member would have received in accordance with the regular salary schedule of the District if a change in the faculty member's retirement date results in any TRS penalty to the District. The Board reserves the right to waive this provision on a non-precedential basis.

In the event that I decide to retire earlier than indicated in my initial notice of retirement, I understand that I must reimburse the District for any retirement salary enhancements the District paid if my decision to retire early will cause the District to pay an "excess salary contribution" or an Early Retirement Option ("ERO") contribution to TRS. If my early retirement causes the District to pay an "excess salary contribution" or ERO contribution to TRS, I will repay to the District an amount equal to the difference between the retirement salary enhancement and my ordinary, creditable earnings had I not participated in the Program. Such repayment shall be made by equal payroll deductions for the remainder of the school year in which I notify the Board of Education of my inability to fulfill the terms of the agreement. In the event that there are no remaining payroll checks due to me, any amount due to the Board of Education will be repaid over a time period established by the Board of Education.

I agree that should I default in the above referenced payment, I hereby waive any notice of default and service of process and confess to a judgment that may be entered against me in a court of competent jurisdiction. I further agree that in the event of a default of this Promissory Note I will pay all costs and fees incurred by the Board of Education of Winnetka School District No. 36 in collecting the balance due.

By signing this agreement, I agree to the terms stated above. Failure to return this agreement will negate my request for participation in the Plan.

I freely consent to the terms of this Agreement.

Name

Date

APPENDIX F – NEW CERTIFIED STAFF PLACEMENT

Effective with the 2014-2015 school year, new Certified Staff will be placed on the Winnetka District 36 salary schedule with respect to their prior experience, compensation, and those current employees with a similar level of experience.

In addition, all new hires with a Master Degree, regardless of hours beyond the Master Degree, will be placed on the Master lane. Lane movement will be based on Winnetka University credit earned after employment.

For example, the following guidelines represent the intent of placement:

Years of Experience - Bachelor Degree	Placement
0 to 3 Years	BA Step 0
4 Years	BA Step 1
5 Years	BA Step 2
6 Years	BA Step 3
7 Years	BA Step 4
8 Years	BA Step 5

Years of Experience - Master Degree	Placement
0 to 3 years	MA Step 0
4 Years	MA Step 1
5 Years	MA Step 2
6 Years	MA Step 3
7 Years	MA Step 4
8 Years	MA Step 5
9 Years	MA Step 6
10 Years	MA Step 7
11 Years	MA Step 8
12 Years	MA Step 9

MEMORANDUM OF UNDERSTANDING

USE OF FMLA LEAVE ASSOCIATED WITH PREGNANCY

During 2008-2009 contract negotiations the Winnetka Board of Education and the Winnetka Education Association mutually agreed to change the current practice regarding the administration of the *Family Medical Leave Act* (hereinafter “FMLA”) and establish a new procedure effective commencing with the 2009-2010 school year as follows:

- In accordance with the FMLA, the District will grant eligible employees family and medical leaves of absence for a combined total of 12 weeks (**60 work days**) per 12 month period beginning with the date of an employee’s first use of sick leave. Such leave may combine both paid and unpaid leave of absence.

Eligibility: Staff member must have worked 1,250 hours during the twelve (12) months preceding the start date of leave of absence.

- FMLA leave shall run concurrently with the use of sick leave days. In instances of the use of sick leave associated with pregnancy, a Staff member may use thirty (30) or forty (40) accumulated sick days for childbirth (30) for routine delivery and forty (40) for cesarean birth).
 - The counting of such days, thirty (30) or forty (40) weekdays shall run consecutively following the birth of the child, including school holidays. Sick leave days shall be deducted from the Staff member’s Accumulated Sick Days for work days only; *i.e.*, sick leave days shall not be deducted for week days when school is not in session.

The following two examples are intended for illustrative purposes only:

If the birth occurs on January 12, 2009, she/he uses a total of 28 paid sick days. Concurrently he/she has access to the following number of FMLA days (60 maximum):

14 FMLA days in January

19 FMLA days in Feb

17 FMLA days in March

10 FMLA days in April

If the birth occurs on May 18, 2009, she/he uses a total of 19 paid sick days until the end of the school year on June 12, 2009. Concurrently she/he has access to the following number of FMLA days (60 maximum):

9 FMLA days in May
10 FMLA days in June
1 FMLA day in August
21 FMLA days in September
19 FMLA days in October

By: Kristen Hertel
President, Board of Education

By: Stacy Wellman
President, Winnetka Educ. Assoc.

Date: 4.24.18


Date: 4/24/18

MEMORANDUM OF UNDERSTANDING REGARDING THE CREATION OF THE
WINNETKA UNIVERSITY

The parties have agreed that by November 30, 2014, a plan will be established to address how graduate course credits earned by Certified Staff members in an accredited graduate degree program since the start of the 2014-2015 school year and prior to the ratification date of this Agreement will be converted to Winnetka University credit.

In addition, by not later than June 30, 2015, a plan will be established creating the Winnetka University courses and the approval process to take/enroll in such courses.

By: 
President, Board of Education

By: 
President, Winnetka Educ. Assoc.

Date: 6/9/2015

Date: 6/9/2015

MEMORANDUM OF UNDERSTANDING

PLANNING TIME

This Memorandum is between the Board of Education (Board or District) and the Winnetka Education Association (WEA):

The parties have agreed to provide planning time to Staff as set forth below:

Certified Staff. Certified Staff members shall receive no less than Two Hundred (200) minutes of planning time per full work week. For less than full work weeks or for part-time teachers, the planning time shall be pro-rated. The primary purpose of this planning time shall be to assist the teacher in meeting his/her individual and collaborative professional responsibilities. The administration shall make an effort to not unreasonably infringe on such time. This paragraph shall not be construed as an effort to diminish prevailing planning time; however, if the Association perceives circumstances cause a diminishment of planning time, the Association may demand to negotiate the issue.

Non-Certified Staff. Non-Certified Staff are required to report for work on non-student attendance days. Non-Certified Staff members may use up to four (4) non-student attendance days, which is equal to a maximum of 28 hours or 1,680 minutes, each school year for planning time with Certified Staff members or Administration. Non-Certified Staff members must document their use of planning time each school year and may not exceed the maximum number minutes noted above in a single school year. Non-Certified Staff members will submit their documented use of planning time to the building principal.

By: Kristen Hertel
President, Board of Education

By: Stacy Wellman
President, Winnetka Educ. Assoc.

Date: 4/24/16

Date: 4/24/18

MEMORANDUM OF UNDERSTANDING
RETROACTIVE APPLICATION OF NEW SICK LEAVE FORMULA
FOR 2014-2015 CERTIFIED STAFF MEMBERS
WITH MORE THAN 3 YEARS OF SERVICE WITHIN THE DISTRICT

This Memorandum is between the Board of Education ("Board" or "District") and the Winnetka Education Association ("WEA"):

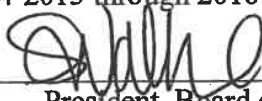
Part IV, Section 1, Subsection (B) of the 2014-2015 through 2018-2019 collective bargaining agreement, provides that Certified Staff members with more than 3 years of service at the start of the 2014-2015 school year shall receive a retroactive allotment of sick leave days pursuant to the new sick leave formula. This Memorandum of Understanding illustrates how these additional sick leave days will be retroactively applied to eligible Certified Staff members who are not in their final (4) four years of service during the 2014-2015 through 2018-2019 Agreement.

Example 1: Teacher A is hired as a full-time Certified Staff member at the start of the 2014-15 school year and worked on a full-time basis through the 2015-2016 school year. At the start of the 2016-2017 school year, Teacher A completed two years of full-time service and is beginning his/her third year of service in the District. Teacher A is awarded sixty (60) sick leave days.

Example 2: Teacher B was hired as a full-time Certified Staff member in the 2008-2009 school year and completed his/her fifth year of full-time service in the District at the end of the 2013-14 school year. At the start of the 2014-2015 school year, Teacher B began his/her sixth year of employment in the District. Teacher B, in addition to the Annual Sick Days provided for in Part IV, Section A for a Certified Staff member in his/her sixth year of employment, Teacher B, will receive an additional award of one hundred thirty five (135) sick leave days retroactively for his third, fourth and fifth school years only. Thus, the total number of sick leave days awarded to Teacher B at the start of the 2014-2015 school year shall be one hundred fifty (150) sick leave days.

Example 3: Teacher C is beginning his/her fourth year of full-time service in the District at the start of the 2014-2015 school year. Teacher C is entitled to receive the 45 Day retroactive allocation for his/her third year of service and her sixty (60) day allocation of sick leave for her fourth year of service which began at the start of the 2014-2015 school year. Thus, the total number of sick leave days awarded to Teacher C at the start of the 2014-2015 school year shall be one hundred and five (105) sick leave days.

The parties agree that Part IV, Section 1, Subsection (B) shall sunset upon the expiration of the 2014-2015 through 2018-2019 Agreement.

By: 
President, Board of Education

By: 
President, Winnetka Educ. Assoc.

Date: 6/9/2015

Date: 6/9/2015