

**2008-2009**  
**BARGAINING AGREEMENT**

***WOODLAND EDUCATION ASSOCIATION***  
**and**  
***WOODLAND SCHOOL DISTRICT NO. 5***

**Effective July 1, 2008 thru 12:00 a.m.**  
**The Day Before the First Day**  
**of School for the 2009-2010**  
**School Year**

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# **ARTICLE I RECOGNITION**

## **1.1 BOARD RECOGNITION OF WEA**

The Board of Education of Woodland Community Unit District No. 5, Livingston County, hereinafter referred to as the "Board", recognizes the Woodland Education Association, IEA-NEA, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent for all regularly employed full and part-time certificated and non-certificated employees, hereinafter referred to as "employees", except for the Superintendent's secretary, district bookkeeper, and managerial, supervisory, and confidential employees.

## **1.2 DEFINITION OF TEACHER**

The term "teacher" means employees whose position requires a teaching certificate issued under Article 21 of the School Code.

## **1.3 DEFINITION OF ESP/EDUCATIONAL SUPPORT PERSONNEL**

The term "educational support personnel" or "ESP" includes all non-certificated employees, including those who may have, but are not required to have a teaching certificate by job description or actual duties. Teacher aide categories include:

**Instructional Paraprofessional – Level 1:** Approved by the State Teacher Certification Board and have completed 60 semester hours or more of college training.

**Instructional Paraprofessional – Level 2:** Has completed an approved instructional paraprofessional program and recognized as having achieved the status of "highly qualified" under applicable law and holds a position requiring that the employee be "highly qualified".

**Program Aide:** A position that does not require certification or college credit hours, but requires a high school diploma or the equivalent.

**Personal Aide:** A position that does not require certification or college credit hours, but requires a high school diploma or the equivalent. This position is assigned to a specific student as per the student's Individualized Educational Plan. Personal aides also are expected to perform other program aide duties as long as it does not interfere with their responsibilities for the student to whom they are assigned.

Laurie Cole, Lori Crone, Linda Gallick, and Susan Grabowski were personal aides during the 2007-2008 school year who have been re-designated as level 2 instructional paraprofessionals, commencing with the 2008-2009 school year. These four employees will continue to be assigned to individual students as personal aides until such time as their respective student's IEPs no longer require personal aides, or until those students no longer attend school at Woodland. However, these four employees, will not be subject to the provision in section 9.10.1 providing that personal aides are paid one hour and sent home if the student the personal aide serves is not in school on a particular day. This is an exception to the general rule of 9.10.1, and is unique to these four employees and is applicable to no other employee.

# **ARTICLE II**

## **NEGOTIATIONS PROCEDURE**

### **2.1 BARGAINING FOR A SUCCESSOR AGREEMENT**

The parties agree to negotiate under and abide by the provisions of the Illinois Educational Labor Relations Act. The parties shall commence bargaining for a successor Agreement on a mutually agreed upon date, but not earlier than March 15.

### **2.2 PROCEDURE IF EITHER PARTY REQUESTS MEDIATION**

Should either party request mediation the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS), or another mediation service mutually agreed to by the parties should the FMCS be unavailable. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

### **2.3 RETROACTIVE PAY**

In the event the school year begins without a ratified contract, the Board of Education shall, upon eventual contract ratification, issue retroactive pay increases due employees (if any) in a check separate from regular paychecks. Said check, if required, shall be issued on or before the 20<sup>th</sup> day of the month following the month in which the contract was ratified by both parties.

## **ARTICLE III NO STRIKE PROVISION**

### **3.1 NO STRIKE DURING TERM OF AGREEMENT**

During the term of this Agreement, employees shall not participate in a strike in whole or in part.

### **3.2 DEFINITION OF STRIKE**

Strike means an employee's refusal in concerted action with others, to report for duty, or his or her willful absence from his or her position, or his or her stoppage of work, or his or her absence in whole or in part from full, faithful, or proper performance of his or her duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of public employment.

### **3.3 LOCK-OUT**

The Board also agrees that it will not lock out any employee during the term of this Agreement.

## **ARTICLE IV EMPLOYEE AND ASSOCIATION RIGHTS**

### **4.1 EMPLOYEE DISCIPLINE**

Rules and regulations governing employee conduct shall be reasonable. Discipline shall be imposed by the Board of Education or Administration in a fashion that does not violate this agreement. Discipline shall be limited to oral warnings, written warnings, and suspension without pay. No employee may be suspended without pay without just cause.

This provision does not affect the right of the Board of Education to assign or reassign employees, to make changes in the assignments of employees, to non-renew the employment of probationary employees, to seek the termination of tenured teachers pursuant to provisions of the School Code or to terminate the employment of non-probationary education support employees for cause. The provisions of the School Code are not incorporated by reference into this contract.

4.1.1 The Board of Education may place employees on paid administrative leave pending investigations of alleged employee wrongdoing. Paid Administrative leave is not deemed disciplinary.

4.1.2 Removal of extra-curricular assignments, or reassignments, shall not be considered disciplinary.

## **4.2 RIGHT OF REPRESENTATION**

When an employee is required to appear before the Board or an administrator concerning any matter that could adversely affect the employee's position, or the employee's salary, the employee shall be entitled to have an Association member of the employee's choice present. Further, when an employee is required to appear before the Board, the employee shall be given at least two (2) days prior written notice of the reasons for such a meeting.

### **4.2.1 Interviews by Governmental Agency Representatives**

The Superintendent and/or his/her designee shall be present if allowed by the Governmental agency when any employee is interviewed by representatives of governmental agencies in regard to school matters at school. No employee shall be required to participate in such interviews until the Superintendent and/or his/her designee is present at the interview if allowed by the Governmental agency. The employee has the right to not answer questions, which would tend to be self-incriminating.

## **4.3 PERSONNEL FILE**

There shall be only one personnel file for each employee. However, employee files may be kept in a variety of computer or electronic records, for example, payroll, sick leave, personal leave, vacation accrual, tax withholding, social security, and Medicaid. Employee grievance records shall be separately maintained. Records concerning disability or other physical or mental health condition of the employee shall be maintained separately in locked files so as to enhance the security of that private and personal information. Each employee and/or his/her designated representative shall have the right upon notice and during regular school office hours, to review the contents of said employee's personnel file and to place therein written reactions to any of its contents. An administrator, or his/her designee, must be present and the originals must remain in the Main Office area.

## **4.4 RIGHT TO ORGANIZE**

The Board and the Association shall not discriminate against any employee with respect to hours, wages, terms, and conditions of employment for reasons of membership or non-membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this Agreement.

## **4.5 DUES DEDUCTION**

The District shall deduct from each member's pay the current dues of the Association, provided that the District has an annual employee-executed authorization for dues deduction, the amount of which shall be annually certified by the employee. The employee may revoke it in the authorized manner and upon written request to the District. Upon receipt of any revocation, the District shall notify the Association in

writing of same. All dues deducted by the District shall be remitted to the Association within ten (10) working days.

#### 4.6 FAIR SHARE

All job candidate will be informed of their Fair Share responsibilities by a document prepared by the WEA and approved by the Superintendent to be given out in their pre-employment packet.

4.6.1 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 equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

4.6.2 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.

4.6.3 Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

4.6.4 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

(a) The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and

(b) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

4.6.5 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 non-negligent compliance with this Article.

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 or the Board's imperfect execution of the obligations imposed upon it by this Article.

4.6.6 The obligation to pay a fair share fee will not apply to any employee who objects on the basis of a *bona fide* religious tenet or teaching of a church or religious body of which such employee is a member, or on the basis of a religious belief sincerely held with the strength of traditional views. 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.

4.6.7 Notwithstanding the foregoing, no employee who was not a member of the Association as of January 16, 1992, shall be required to pay a fair share fee unless such employee subsequently becomes a member.

- 4.6.8 Under no circumstances shall the Board be required to deduct or pay sums in excess of earnings or unpaid fees in arrears when it has complied with the provisions hereof. Fair share fees shall be deducted in substantially equal installments following certification by the Association of the amount thereof, from the earnings of the employee.
- 4.6.9 The Association will comply with the rules and regulations of the Illinois Educational Labor Relations Board in respect to establishment, posting, notice and collection of the fair share fee.

#### **4.7 RIGHT TO INFORMATION**

The Office of the Superintendent shall provide to the Association President a packet containing all public information provided to the Board at the same time it is presented to the members of the Board.

#### **4.8 MEETINGS, NOTICES, AND GENERAL INFORMATION**

The Association may utilize school facilities and specified equipment when approved by the appropriate administrator and in accordance with the following terms:

- 4.8.1 The Association may utilize the following equipment when approved by the appropriate administrator: photocopying machines, computers, printers, telephones (non-toll calls only), bulletin boards in the teachers' lounges and school mail boxes. The Association shall provide paper for photocopying equipment and computer printers, and/or may pay the District the established per copy charge for all copies, whether produced by photocopiers or printers.
- 4.8.2 The Association shall have the right upon approval of the Building Principal or Unit Superintendent, to use the school building for meetings at a time when school is not in session provided that such meetings do not interfere with instructional and/or extra-curricular programs or other previously scheduled events. All meeting areas shall be approved by the Superintendent. Whenever special custodial services are required, the Board may make a reasonable charge for the service.

#### **4.9 MEMORANDUM COMMITTEE**

A committee consisting of two Board members, four bargaining unit members, and two administrators shall meet the second Thursday of each month (unless both parties agree that a meeting is not necessary) for the purpose of discussing internal school affairs. The time of the meetings shall be determined by mutual consent of the parties involved. The organization, makeup, function, or conclusions of this committee shall be excluded from any grievance procedure expressed or implied in Article VII of this document or anywhere else in this agreement.

#### **4.10 TRANSFER PROCEDURES**

##### **4.10.1 Vacancy**

A vacancy exists when a position is open and the Board agrees the position needs to be filled.

##### **4.10.2 Posting**

The Superintendent or his/her designee shall post on bulletin boards in the faculty lounges and administrative offices, a list of all known vacancies as they occur. The posting shall be for at least ten(10) business days. The Association President shall be notified at the time of a posting. Vacancies occurring during the school year will be posted on the district's internal e-mail and the district website.

In the event an opening occurs within either three (3) weeks prior to or three (3) weeks after the start of school, the posting requirement shall be reduced to three (3) business days.

Business days shall mean days the administrative office is open. During the summer, the days and hours that the administrative office is open shall be listed on the notice.

This shall not prevent the temporary filling of vacancies while the posting period is pending.

#### 4.10.3 **Application**

All Employees who desire to apply for a vacancy shall file a written statement of such desire. All requests to fill a vacancy will be reviewed and no personnel will be permanently assigned until the conclusion of the required posting period. The board may temporarily fill any vacancy during a posting period.

Any employee desiring to apply for a vacant position may meet with the Principal or Superintendent to discuss qualifications and interest.

The Board is not compelled to fill a declared vacancy

## **ARTICLE V EMPLOYMENT CONDITIONS**

### **5.1 SCHOOL CALENDAR**

The Association shall have the opportunity to present a recommended calendar to the Superintendent for consideration. The recommended calendar will be considered in determining the final calendar. The Association shall be notified in writing of the adopted calendar no later than the last full day of student attendance before the end of the school year, unless matters beyond the control of the Board prevent this. The Board does retain the authority to adopt and amend the school calendar each year.

5.1.1 The regular work year for teachers shall not exceed 181 days.

If legislation should require that student attendance days be added to the school calendar, or student attendance days be added to the school calendar in order for the district to receive additional state aid, then such days shall be added to the calendar without violation of this agreement. In case any such law becomes effective during the term of a collective bargaining agreement, the parties will collectively bargain over the impact of the increase in the school calendar.

### **5.2 UNSAFE OR HAZARDOUS WORKING CONDITIONS**

Bargaining unit members shall not be required to perform job related duties in the presence of unsafe or hazardous conditions.

Unsafe or hazardous conditions do not include circumstances where an employee has a health condition caused by, related to, or reactive to the elements of environment, circumstances or materials, if normal job expectations require exposure to such elements, and those elements are not normally considered injurious to human health.

The Board may make a reasonable accommodation to persons with disabilities, and such accommodations

shall not be deemed violative of this agreement

**5.3 HEPATITIS B VACCINE**

The employer will provide Hepatitis B vaccine at no cost or loss of pay to all employees who so request. Additionally, the employer will provide protective clothing such as latex gloves.

**5.4 BOMB THREAT-PROCEDURE**

No employee shall be required to search for bombs.

**5.5 PAY FOR EMERGENCY DAYS**

No employee shall suffer a loss of pay due to closure of a building due to emergency. For school year employees, the day will be made up at a later time, without additional compensation.

**5.6 MEDICATIONS**

No employee, except a properly qualified medical services employee, shall be required to administer medication to students. This shall not prohibit employees from volunteering to accept a position that involves providing medications to students. This shall not prohibit employees from providing emergency assistance to students or from monitoring student self-administration, and/or maintaining records of student self-administration of medication. Employees shall be required to implement IEPs.

**5.7 TRAINING & WORKSHOPS**

**5.7.1 Required by Administration or Board**

The Board will pay registration fees and travel expenses, if any, for any training or workshops required by the Administration or Board.

Faculty members who agree to teach other District employees will be compensated at the rate of \$20 per hour for actual instruction time and three hours of documented preparation time.

Employees participating in training and/or workshop sessions which are required by administration and conducted outside normal workday hours, and beyond hours specified in Art. 12.5.4 (Meetings & Conferences), shall be reimbursed in accordance with the following schedule:

- \$30 for sessions up to two hours in length
- \$55 for sessions in excess of two hours and up to four hours in length
- \$105 for sessions in excess of four hours and up to one full day

**5.7.2 Requested by Faculty or Staff**

The Board will pay registration fees and travel expenses, for trainings and workshops approved in advance by the superintendent, if any to off campus sites

**5.8 PHYSICAL ASSAULT [Combined from ESP and Certified into one paragraph]**

An employee shall promptly report to his/her building principal, or other person designated by the Superintendent, any case of physical assault on any employee performing his/her assigned duties. If the States Attorney decides to prosecute said person, the employee shall be released from assigned duties while testifying, without loss of salary or benefits

## **ARTICLE VI COMPENSATION AND FRINGE BENEFITS**

### **6.1 CREDIT UNION**

The Board agrees to make payroll deductions and automatic deposits for employees who wish to direct monies to the IEA Credit Union or any other local credit union of the employee's choice.

### **6.2 PAY DAYS - SCHOOL NOT IN SESSION**

If a regular pay date falls on a day when school is not in session during the school term, employees shall receive their checks on the last day of work prior thereto.

### **6.3 PAYROLL INSTALLMENTS**

Monthly pay dates shall be the 6th and 20th. All nine-month salaried employees may elect to be paid in eighteen (18) or twenty-four (24) equal installments. Salaried employees who work an extended year shall be paid in equal installments over their respective work year (for example, a ten month employee will be paid twice per month over ten months) or those employees may also elect to be paid in twenty four installments. Those electing to be paid over twenty four installments must sign an irrevocable form prior to the start of the school year, as required by Internal Revenue Code 409A.

Hourly paid employees shall be paid according to actual hours worked on the 6th and 20th following the end of the payroll period. Those two nine-month employees paid hourly, but who currently are paid over twelve months (Debbie Beutke and Patty Jonland) may continue to have their regularly anticipated wages for an entire school year divided and paid over twelve (12) months. These employees must sign a 409A agreement, agreeing to have their pay so deferred. The employees must also agree each paycheck to the deferral to comply with the Illinois Wage Payment and Collection Act. Adjustments to wages because of overtime, fewer hours than expected and other adjustments will be made in the paycheck for that period.

6.3.1 Upon written request by an employee, the District will provide direct deposit of employee earned compensation to a bank of the employee's choice, provided the bank has the capability of receiving and accepting direct deposits made by the district.

### **6.4 TAX SHELTERED ANNUITY**

The Board agrees to allow employees to participate in a 403(b) (commonly called "tax-sheltered annuity" program) in accordance with applicable law. Employee contributions shall be made by payroll deduction, utilizing district-provided procedures and forms. The Board's written plans may limit employee contributions to those service providers or fund sponsors which calculate for the employee and district maximum annual contribution calculations, and agree to abide by all applicable law.

### **6.5 COMPENSATION FOR EXTRA-CURRICULAR POSITIONS**

The Board of Education shall have the right to create and fill extra duty positions, including the assignment and/or reassignment of employees, as determined by the Board to be in the best interests of the District. The Board is not obligated to fill positions listed in Appendix C.

Compensation for extra-curricular positions listed in Appendix C shall be prorated over the entire school year and included with regular scheduled salary payments. If payment is issued for services that are not performed or not completed, the employee shall reimburse the district upon demand or in the alternative, the board may deduct the specified amount from the employee's regular salary.

6.5.1 Nothing requires that extracurricular positions be filled with bargaining unit employees if a non-bargaining unit candidate has superior capability as determined by the administration.

Once an extra-curricular position is filled with a qualified non-bargaining unit, that position is no longer considered vacant until the non-bargaining unit member resigns the position or is released by the Board of Education of the position. Extra-curricular positions held by bargaining unit or non-bargaining unit persons will not be released annually for the sole purpose of opening the position for a bargaining unit member.

EXAMPLE: The Board of Education institutes the extracurricular activity of tennis. No experienced tennis coach is employed by the district. However, a qualified and experienced tennis coach is employed by a neighboring school district. The Board of Education may hire the non-bargaining unit member, rather than hiring a bargaining unit member for this position, even if a bargaining unit member applies.

Extra duty compensation applies only to members of the bargaining unit. In the event that compensation is offered to a non-bargaining unit member, the extra duty stipend shall not exceed the scheduled amount listed in Appendix C.

6.5.2 Only in-district experience will count towards placement on Appendix C. When moving between like classifications (i.e.; JH basketball to HS basketball, or JH Scholastic Bowl to HS Scholastic Bowl, or vice-versa, etc.) prior in-district service shall be credited.

## **6.6 LOSS OF DUTY FREE LUNCH**

Any employee who forfeits a duty free lunch period due to required attendance at any meeting conducted as a result of an administrative directive, shall be compensated at the rate of \$15.

# **ARTICLE VII GRIEVANCE PROCEDURE**

## **7.1 DEFINITION**

Any claim by an employee or the Association that there has been a violation of this Agreement shall be a grievance. All grievances must be filed within fifteen (15) working days of the knowledge of a grievable action. All time limits consist of school days, except where noted or when a grievance is submitted fewer than fifteen (15) days before the close of the current school year. Then the time limits shall double and consist of all calendar days.

## **7.2 PROCEDURES**

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediate supervisor to resolve problems through informal and free communications. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

### **7.2.1**

### **Step 1**

The employee or the Association may present the grievance in writing to the immediate supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. Within ten (10) days of the meeting, the grievant and the Association shall be provided

with the supervisor's written response.

#### 7.2.2

#### **Step 2**

If the employee or the Association is not satisfied with the Step 1 response, the employee or Association may present the grievance within ten (10) days to the Superintendent who will follow the same provisions found in Step 1.

#### 7.2.3

#### **Step 3**

If the Association is not satisfied with the disposition of the grievance at Step 2, or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to final and binding arbitration with the Federal Mediation and Conciliation Service (FMCS). If a demand for Arbitration is not filed within thirty (30) days of the date for the Step 2 answer, then the grievance shall be deemed withdrawn.

7.2.4a Neither the Board of Education nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which has not previously been disclosed to the other party.

7.2.4b The arbitrator, in his opinion, shall be limited to deciding only the issues presented to him in writing by the School District and the Association, and his decision must be based upon his interpretation of the meaning or application of the express relevant language of the Agreement.

### **7.3 ASSOCIATION PARTICIPATION**

The Board acknowledges the right of the employee to have a local Association representative present, if requested in writing, at all meetings during any step of the grievance. No employee will be required to discuss a grievance in the absence of an Association representative, if said representative's attendance had been previously requested. The Association acknowledges that Administration may also have a representative present during any grievance procedure.

### **7.4 TIME LIMITS**

Failure of any employee or Association to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits shall be extended by mutual consent in writing.

### **7.5 CLASS GRIEVANCE**

Class grievances involving more than one (1) employee may be initially filed by the Association at Step 2.

### **7.6 INVESTIGATION, HANDLING, OR PROCESSING**

Any investigation, handling, or processing of any grievance by the grievant shall be conducted so that instructional programs and related work activities of the grievant or staff are not interrupted.

### **7.7 RECORDS**

All records related to a grievance shall be filed separately from the personnel file of the employees.

### **7.8 COSTS**

Costs for the arbitrator shall be shared equally by the parties. Each party shall bear the full cost of its

representation. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Association.

**7.9 NO REPRISALS**

No reprisals shall be taken by the Board or the Administration against an employee because of his/her participation in a grievance.

**7.10 GRIEVANCE WITHDRAWAL**

A grievance may be withdrawn at any level without establishing precedent.

**7.11 EXPIRATION OF THE CONTRACT**

Any grievance arising during the term of this agreement may be processed through the grievance procedure until resolution, despite expiration of the agreement.

**ARTICLE VIII  
LEAVES**

**8.1 SICK LEAVE**

For the 2008-2009 school year the Board shall implement a system of tracking teacher's use of sick and personal days in one-eighth (1/8) day increments. The Board will have the option whether to continue this practice after the 2008-2009 school year. Unless the administration notifies the Association by July 1, 2009 that the Board wishes to continue the one-eighth (1/8) day tracking, the system of recording sick and personal leave use will revert to the one-quarter (1/4) day tracking method. If the administration does notify the Association that the Board wishes to continue one-eighth (1/8) day tracking of sick and personal leave, that system will remain in place for subsequent school years. This will also apply to the tracking of leaves in Articles 14.7 and 14.9.

Certified staff shall be entitled to fifteen (15) days of sick leave per year. ESP employees shall be entitled to sick leave days per annum in accordance with Table 9.17 in Article IX of this agreement. Unused sick leave shall accumulate to a maximum of 340 days.

When a teacher reaches the maximum sick leave accumulation of 340 days, he/she shall be granted the fifteen (15) days per school year at the beginning of each school year. These days shall be used before using any of the accumulated 340 days. If there are days remaining over the 340 days at the end of the school year, those days shall be non-accumulating and shall be removed. In no case shall a teacher carry over more than the allotted 340 days.

8.1.1 Sick leave shall be interpreted to mean personal illness, or illness or death in the immediate family or household.

8.1.2 For the purpose of sick leave, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

8.1.3 After an absence of three (3) consecutive days for personal illness, the employee may be required to furnish a physician's certificate of treatment.

- 8.1.4 Excessive absenteeism, or a recurring pattern of absenteeism, shall be reviewed by the Superintendent. The Superintendent at any time may request a physician's statement from an employee suspected of abusing sick leave.
- 8.1.5 If all personal days have been used, absences for funerals other than those included in the sick leave provision, may be taken for up to three (3) days per year. These days for funerals, if not used, cannot be banked from year to year.

**8.2 FEDERAL MEDICAL LEAVE ACT**

No rights of any employee or the employer under the Federal Family Medical Leave Act are limited or changed by any provision in this agreement.

**8.3 UNPAID LEAVES**

Leave of absence without pay may be granted to non-probationary employees who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District as determined by the Board.

Prior to, or at the conclusion of any disability leave of absence, the employee may be required to provide a physician's statement indicating fitness to continue or resume employment in the District.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one (1) year may be granted to non-probationary employees according to the following conditions:

- 8.3.1 Written requests for leaves of absence without pay should be made at least ninety (90) days before the leave is desired, subject to approval of the Board.
- 8.3.2 Dates of departure and return must be acceptable to the administration.
- 8.3.3 The employee shall inform the Superintendent with written notice of his/her intent to return to a similar position not later than February 1. If the employee fails to inform the Superintendent prior to February 1, the employee waives his/her right to future employment in the District.
- 8.3.4 Leaves of less than one (1) month, if acceptable and approved by the Superintendent, will not require Board approval, nor three (3) month's notice.

**8.4 CHILD CARE LEAVE**

Employees who wish to apply for childcare leave of absence without pay shall make written application for the leave with the Superintendent no later than sixty (60) days prior to the date that the leave is to commence. The leave of absence shall be for a fixed period, mutually agreed upon by the employee and the Superintendent, but not to exceed one (1) calendar year in duration. Final disposition of the employee's request shall be determined by the Board of Education.

- 8.4.1 Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions shall be considered as any other medical disability and the employee may use sick leave days to the extent that she has them.
- 8.4.2 Sick leave benefits in relation to childcare leave shall be subject to the following:

8.4.2a No Leave Requested by the Employee

An employee who has not applied for a child care leave may continue to use sick leave benefits for maternity-based or other disability to the extent that sick leave is available. When an employee exhausts available sick leave, the employee thereafter shall be docked one (1) day's pay for each day of absence.

8.4.2b The Relationship of Sick Leave Benefits to Childcare Leave

If an employee has applied for and has been granted childcare leave to commence at some future date, but becomes disabled or ill prior to the commencement of the childcare leave, the employee shall have the option to either:

- 1. Withdraw the childcare leave request in order to use sick leave; or
- 2. Elect to immed

8.4.2c Childcare Leave As Scheduled

If an employee begins childcare leave, sick leave benefits shall be unavailable during the childcare leave of absence without pay. Sick leave shall again be available when the employee returns to active employment.

8.4.3 Employees who are granted childcare leave shall retain all tenure rights (if applicable) and seniority upon return.

8.4.4 Where an employee opts for 8.4.2 above, the Board may, upon request and mutual agreement, alter the previously agreed upon date for return from leave.

8.4.5 Where an employee opts for child care leave, the Board may, upon request and mutual agreement, alter the previously agreed upon date for return from leave.

**8.5 JURY SERVICE AND OTHER RELATED APPEARANCES**

Any employee called for jury duty or who is subpoenaed to testify during working hours in any judicial or administrative matter shall be paid his/her full compensation for such time without loss of leaves, seniority, or loss of any other benefits. The employee shall remit to the employer any witness fee, but shall not be required to remit payment for expenses such as travel and meals. This shall not apply to any proceeding in which an employee or the Association seeks legal relief against the employer or its administration.

**8.6 ASSOCIATION LEAVE**

The elected Representative of the Woodland Education Association, IEA-NEA, shall be allowed to attend the annual IEA-NEA Convention for two (2) days with pay and the district will pay the substitute, if applicable.

**ARTICLE IX**  
**APPLICABLE TO EDUCATIONAL SUPPORT PERSONNEL**

**9.1 ESP PROVISIONS**

The provisions which appear in Articles IX through XI are applicable only to educational support personnel, hereafter referred to as ESP.

**9.2 SUBSTITUTE ESP**

ESP who are employed as temporary or substitutes shall be deemed outside the bargaining unit. After 75 consecutive days in the same position, a temporary or substitute ESP shall be entitled to established pay and other benefits.

**9.3 SCHOOL YEAR ESP**

A school year ESP is an ESP in a position employed to work one hundred eighty one (181) days or fewer, and whose employment follows the school calendar rather than a fiscal or twelve month calendar.

**9.4 JUST CAUSE SUSPENSION AND DISMISSAL**

Rules and regulations governing ESP conduct shall be reasonable. Discipline shall be imposed by the Board of Education or Administration in a fashion which does not violate this agreement. Discipline shall include oral warning, written warning, suspension without pay, and termination. No non-probationary ESP shall be suspended without pay or terminated without just cause. The Board has a right to terminate the employment of probationary ESP without showing of just cause when, in the opinion of the Board, it is in the best interest of the Board to do so. ESP who are on probationary status may be disciplined without showing of just cause for the probationary periods. Administrative leaves with pay are not deemed disciplinary.

This provision does not affect the right of the Board of Education to assign or reassign ESP, to make changes in the assignments of the ESP, to renew the employment of probationary ESP, to seek the termination of non-probationary ESP pursuant to provisions of the School Code, or to terminate the employment of non-probationary ESP for cause. The provisions of the School Code are not incorporated by reference into this contract.

**9.5 PROGRESSIVE DISCIPLINE**

9.5.1 It shall be the responsibility of the Building Principal or immediate supervisor to bring to the attention of the ESP deficiencies in the ESP work program or performance of assigned work, and, when the matter is an oral or written reprimand, to make a record of the same in writing. One copy of said record is to be provided to the ESP with another copy of said record to be included in the ESP personnel file.

9.5.2 Disciplinary action will be progressive and except for gross misconduct or insubordination in accordance to the following schedule.

- |         |           |
|---------|-----------|
| Warning | 1. Verbal |
|---------|-----------|

Warning	2. Written
	3. Suspension
without pay	4. Discharge

**9.6 TERMINATION OF EMPLOYMENT - VACATION DAYS**

At the termination of employment for any reason of any ESP entitled to vacation benefits, the ESP shall receive vacation pay for all earned but unused vacation days.

**9.7 COMPLAINTS REGARDING AN ESP**

Any complaint deemed by the building principal or other administration sufficient to justify investigation or discipline shall be brought to the attention of the ESP involved. This provision shall not apply to investigations of alleged criminal conduct, or if a full investigation would be impaired by informing the ESP of the allegations. The administration, may, if it deems appropriate, schedule a conference to attempt to resolve the issue involved in the complaint. The ESP may at his/her option have Association representation at any conference held at which the ESP, principal or supervisor, and complaining party are present.

**9.8 ASSISTANCE FOR CONTROL AND DISCIPLINE OF STUDENTS**

All ESP shall bring matters of student misconduct to the attention of the Principal or Dean of Students. The Administration shall support proper action by any ESP regarding student discipline including ESP who have been assigned the duty to maintain student discipline in the absence of certificated employees.

**9.9 WORKDAY**

Workdays shall be as set out below:

9.9.1 Instructional Paraprofessionals – Levels 1 and 2, Program, and Personal Aides

The workday shall consist of no more than eight (8) work hours and, a thirty (30) minute duty free non-paid lunch period.

Instructional Paraprofessionals – Levels 1 and 2, Program, and Personal Aides attendance shall be required on all student attendance days and any other days that may be directed by the Superintendent.

If Instructional Paraprofessionals – Level 1 and 2, Program, or Personal Aides are required to perform work related duties during his/her lunch period, which results in forfeiture of his/her duty free lunch, the aide shall receive a paid lunch period.

If the student that the Personal Aide is assigned to is not in attendance and provides advance notice, the Personal Aide shall not report to work and payment is not made. If the student absence is unexpected, the Personal Aide shall be paid for one (1) hour and then released for the remainder of the day without pay.

With the exception of extenuating circumstances, the administration will endeavor to find qualified substitutes before reassigning instructional paraprofessional, program and personal aides.

9.9.2 Custodians and Maintenance

The workday shall be a shift of no more than eight and one-half (8½) hours in length and shall include a thirty (30) minute duty-free non-paid lunch period. For P.M. custodians, their shift of eight (8) hours shall include a thirty (30) minute duty-free, paid lunch break. The administration may designate whether custodial work hours may be split on days prior to student non-attendance days. This will allow the custodian to leave early prior to the non-student attendance day and complete the work the following day as long as this does not conflict with building use. The division of hours and days will be determined by the administration. Split shift hours shall not constitute overtime.

9.9.3 Cafeteria Workers

The workday for cooks shall be no more than eight (8) hours and shall include a thirty (30) minute paid lunch period taken as directed by the food service manager. Part-time cafeteria workers shall have work schedules as assigned by the administration.

The administration shall not assign cafeteria workers to extra hours unless the administration has first sought volunteers. No cafeteria workers will be assigned to extra hours unless no volunteer suitable to the administration is available.

9.9.4 Secretaries

The workday shall be no more than eight and one-half (8½) work hours which shall include a thirty (30) minute paid lunch period on student attendance days, but only if the employee remains on school premises and is performing work related duties.

Except in extraordinary circumstances, the principal, dean of students or student discipline monitor will monitor students who are attending school, but not in the classroom due to discipline. Secretaries will be called upon to monitor such students' behavior in the absence of the principal, dean of students, or student discipline monitor only in such circumstances that none of those individuals are able to monitor the students. The administration will endeavor to keep such circumstances to a reasonable minimum.

9.9.5 Breaks

ESP who are scheduled to work six (6) consecutive hours or more per day shall be entitled to two (2) fifteen (15) minute breaks; one (1) in the morning and one (1) in the afternoon. ESP who are scheduled to work four (4) consecutive hours, but less than six (6), shall be entitled to one (1) fifteen (15) minute break. Breaks will be scheduled with the approval of the employee's immediate supervisor and may be modified as building conditions or events occur.

9.9.6 Playground/Noontime Supervisors, Bus Monitors, In School Suspension Supervisor

The work schedule shall be assigned by Administration.

9.9.7 Study Hall Supervisor

The study hall monitor will be additionally compensated above their regular hourly rate if they agree to forfeit their free period according to the duties assumed during the free period. If they work as an internal substitute for a certified teacher they will be paid \$25. If they work as an

internal sub for certified staff during his/her regular study hall time, they will receive \$25 per period in addition to their regular hourly rate.

Any period that the study hall monitor's class load exceeds 25 students because of added student to the assigned study hall the monitor shall be paid an additional \$12.50 for that period. The total class size shall not exceed 35 students.

## **9.10 SUNDAY AND HOLIDAY PAY**

ESP will be assigned to work Sundays and holidays only in emergencies. If an ESP does work on a paid holiday, he or she will be paid for the hours worked at 1.5 times his/her regular rate in addition to the paid holiday.

EXAMPLE: AB is an ESP regularly scheduled to work every Monday through Friday, 8 hours per day, for 12 months, at a rate of \$10.00 per hour. On Tuesday, July 4th, a paid holiday for AB, an emergency occurs, and the employer requires AB to work 8 hours. AB shall be paid  $1.5 \times (8 \text{ hours} \times \$10/\text{hour} = \$120)$  in addition to straight-time pay for the holiday, \$80.

This paragraph shall not apply to building checks.

## **9.11 OVERTIME PAY**

9.11.1 Overtime at the rate of time and one-half ( $1\frac{1}{2}$ ) shall be paid for all hours of work in excess of forty (40) per week. All other work, including that before or after the regularly scheduled hours shall be paid at the regular rate specified in this contract.

All work over and above forty (40) hours per week shall be compensated at the rate of one and one-half ( $1\frac{1}{2}$ ) times the normal rate of pay with the exception that cafeteria workers shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times for district paid banquets and special events for work hours that are in excess of the normal work day, regardless of the 40 hour limitation. In addition, the following days will apply toward the computation of overtime: holiday(s), sick day(s), in-service day(s), and jury duty. All work before or after regularly scheduled hours up to forty (40) shall be paid at the rates specified in this contract.

The Administration shall first assign overtime to qualified volunteers to the extent they are available. ESP may add or delete their names from a list of volunteers for overtime, in advance, monthly at the Superintendent's office. The Administration may adopt procedures and forms for this purpose. If there are no volunteers, the administration may assign workers among those qualified.

### 9.11.2 Relief Time and Overtime

Bargaining unit members working overtime will be entitled to an additional fifteen (15) minute break for every two (2) hours worked which are consecutive to the ESP's regular workday. Overtime which is not consecutive to the normal workday shall entitle ESP to an additional fifteen (15) minute break for each four (4) hours overtime.

### 9.11.3 Overtime Procedures

No overtime shall be allowed or incurred without prior approval of the building principal or superintendent, except in emergencies. The Administration shall endeavor to offer overtime

equally among ESP over the course of the school year (school year ESP) or calendar year (twelve month ESP). Overtime opportunities will generally be rotated among ESP who perform work of that type in that building. However, this provision shall not require the Administration to assign overtime to another ESP when work had already been commenced by a particular ESP. Nor does this provision require the Administration to assign work which would be overtime to one ESP but not overtime to another ESP who regularly performs work of that type. The Administration shall track overtime offered to ESP for the purpose of demonstrating compliance with this provision.

9.11.4 Call Back Work

All call back work shall be paid at a minimum of one (1.0) hour. ESP called back to work after their regular shift shall additionally be paid one-half (1/2) hour for travel. This shall also apply to building and boiler checks performed when school is not in session, and outside the normal work shift.

9.11.5 Fill in for Food Service Manager

When a cook takes on the duties of the Food Service Manager they will receive their regular hourly rate of pay for the hours work on that day plus twenty (\$20) dollars. On these days, the hour limits defined in ESP workdays (Section 9.9.3) will not be applied.

**9.12 JOB DESCRIPTIONS**

The Employer shall provide job descriptions to all ESP positions. The Association reserves the right to negotiate fundamental changes in such job descriptions.

**9.13 NOTIFICATION OF ASSIGNMENT**

ESP shall be given tentative assignments no later than thirty (30) days prior to the start of the school year. Changes in tentative assignments may be made in case of changed circumstances which are beyond the control of the district.

**9.14 VACATION**

Vacations shall generally be scheduled during non-student attendance days. The Superintendent may approve vacations to be taken during other periods. Vacation requests shall be made to the Superintendent fourteen (14) days in advance. Such requests shall not be unreasonably denied and consideration will be given to emergent situations. Denials shall be based upon situations where more than one ESP requests the same vacation date(s), or situations where work scheduling reasonably prohibits the scheduling of vacations during the requested period. In case of conflicting vacation requests, the ESP with the greater seniority shall be granted his/her preferred date(s).

**9.15 ACCUMULATED VACATION DAYS AND ANNUAL ALLOTMENT**

Vacation time must be used within eighteen (18) months of date earned. The employer may require ESP to take accumulated vacation time.

**9.16 PAID HOLIDAYS**

Paid holidays for twelve (12) month ESP shall include the following:

- New Years Day
- Martin Luther King
- Lincoln's Birthday or President's Day
- Good Friday
- Memorial Day

July 4<sup>th</sup>  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving  
Thanksgiving Friday  
Christmas Eve Day  
Christmas

If the State Board of Education grants a waiver permitting student attendance on one of the listed holidays, and the ESP is required to work on that day, or if the holiday falls on a weekend and is not observed during the workweek, the ESP shall be granted an additional paid vacation day to be taken at a time mutually agreeable to the ESP and superintendent.

**9.17 SCHEDULE OF BENEFITS**

Paid holidays, sick leave days, personal business days, vacation days, and medical insurance availability shall be in accordance with all applicable provisions herein and subject to carrier restrictions and limitations, and as further specified herein on the following Table.

INSERT TABLE 9.17 HERE

## 9.18.5 ESP COMPENSATION

### New Hires

Educational Support Personnel shall be awarded full credit for the first five (5) years of prior full time experience in a position similar to the job they will perform in the district. They will be placed in the schedule in Appendix B accordingly. Each additional year of experience will result in movement of one step up to step 13.

### Examples

A new secretary worked for a local business as a secretary for ten (10) years. The new employee would be placed on Step 6 of the step schedule.

A new custodian worked for a church as a custodian for two (2) full years. The new employee would be placed on Step 3 of the step schedule.

A new cook worked as a cashier at a restaurant for three (3) years. The new employee would get no credit on the step schedule.

### Currently Employed Educational Support Personnel

Bargaining unit educational support personnel employed by the first day of school 2008, shall be paid on the ESP Step Schedule. Each employee will advance one (1) step on the ESP step schedule for each school year of service.

Certain employees listed as "off schedule employee" on Appendix B shall be paid the indicated rate adjacent their initials for the 2008-2009 school year.

## 9.19 SUBCONTRACTING

During the term of this agreement, the Board of Education shall not subcontract work normally and customarily assigned exclusively to bargaining unit members. However, at the conclusion of this agreement, the Board shall have the right to subcontract work subject to the following conditions:

1. The Board will provide the Association with copies of bid specifications when the same are released for solicitation of bids. Any subsequent modifications to the bid specifications shall also be provided to the Association.
2. The opening of bids shall be public and shall occur no later than May 1 of the final year of the agreement, unless May 1 falls on a Saturday or Sunday, in which case the bid openings shall occur on the Monday immediately following the weekend. The Board will notify the Association of the time and place of bid openings.
3. Prior to awarding work to a subcontractor, the Board will negotiate with the Association concerning a decision to subcontract. Negotiations will continue no longer than thirty (30) days after the date upon which the Board offers to commence collective bargaining in respect to subcontracting.
4. If the parties have not reached an agreement within thirty (30) days of the date upon which the Board offered to commence collective bargaining, the parties shall request the services of a mediator. If the parties are unable to reach an agreement within thirty (30) days of the request for mediation, the Board shall have the right, in its discretion, to subcontract work.

This provision does not prohibit the Board of Education at any time, and without collective bargaining, from hiring independent contractors to perform work upon any of the following conditions:

- a) if the work in question is not, in substance or degree, regular work of the Association, or beyond the scope or magnitude of the Association. (EXAMPLE: Snow plowing following a large snow storm requiring timely removal and blowing of snow to ensure opening of the school would be beyond the capability of the workforce, given other duties.
- b) if subcontracting will not result in work loss to any regular ESP.
- c) if regular ESPs could not reasonably complete regularly assigned tasks, and also undertake the project in question, or
- d) if independent contractors have special equipment, training, manpower, or time efficiency which cannot be duplicated by present staff and equipment.

Example: The Board of Education determines that the gym needs to be painted. Regular ESPs the District have occasionally engaged in painting, but have not undertaken a project as large as painting the gymnasium. A painting firm has equipment and specially trained employees who could paint the gymnasium at much less expense than regular District ESPs. Moreover, District ESPs do not have time to paint the gymnasium and also attend to their other, normal work duties. The Board is free to subcontract this work, because of any one of these reasons:

- 1. The work is not regular work of the Association.
- 2. The work is outside the scope, in size, of projects undertaken by regular workers.
- 3. The workers cannot perform the work, because it conflicts with regular duties.
- 4. The contractor has trained employees and equipment, which the district does not have.

The limitations on the Board of Education imposed by this provision concerning subcontracting apply only to work normally and exclusively assigned to bargaining unit members. Mowing and snow removal (except minor snowfalls) is not normally and exclusively assigned to bargaining unit members, and is not currently assigned to the bargaining unit. The Board may assign any work to any person if such work is not normally assigned to bargaining unit members.

**9.20 ESP EVALUATION**

All ESP shall be subject to job performance evaluation at all times by school administrators with the input of any supervising teacher and/or case manager.

A written job performance report and evaluation conference will be held annually. The job evaluation tool will be shared with the Association.

Job performance shall be evaluated in terms of individual job requirements as specified in the job description for each respective position. Job descriptions are not incorporated into this agreement by reference.

ESP will be promptly notified if their job performance is deemed unsatisfactory. The Administration, with input from the ESP, will provide expected performance standards and develop an improvement plan for the ESP whose performance has not been satisfactory. Input from supervisory staff may be considered. Failure to correct or remediate unsatisfactory performance shall be grounds for dismissal.

ESP evaluations are also intended to identify and commend those who perform their assigned tasks in an exemplary manner.

Within 10 working days of an ESP's employment the ESP shall receive an orientation packet containing the

job description and the evaluation procedure.

The effectiveness of evaluation procedures shall be reviewed annually. The Association shall be granted the opportunity to provide input on the effectiveness of job performance evaluation procedures.

## **9.21 LEVEL 1 AND LEVEL 2 INSTRUCTIONAL PARAPROFESSIONAL, PROGRAM, AND PERSONAL AIDE TUITION REIMBURSEMENT**

Upon successful completion of a grade of "B" or higher, Level 1 and Level 2 Instructional Paraprofessional, Program, and Personal Aide staff shall be reimbursed at a rate not to exceed the current Illinois Valley Community College rate per credit hour for up to six (6) hours earned during the District's fiscal year, which is July 1<sup>st</sup> thru June 30<sup>th</sup>. The Superintendent shall have sole authority to approve courses based on their direct relationship to the Level 1 and Level 2 Instructional Paraprofessional's, Program, or Personal Aide's job assignment.

## **ARTICLE X ESP SENIORITY**

### **10.1 SENIORITY**

Seniority shall be defined as the length of an ESP's service to the District within each category of position. Accordingly ESP seniority shall be tracked separately for each category of position. Part-time service shall be credited towards seniority. ESP's regularly scheduled to work over 3½ hours per day shall gain one (1) full year of seniority in a fiscal year. ESP's regularly scheduled to work less than 3½ hours per day shall gain one-half (1/2) year of seniority in a fiscal year.

#### **EXAMPLES:**

Cook AB is regularly scheduled to work 4 hours a day, Monday through Friday. Cooks usually work 6 hours per day, Monday through Friday, on all student attendance days. At the end of one full school term, AB will have one year of seniority in the Cook category of position.

Custodian CD is regularly scheduled to work 8 hours per day, Monday, Wednesday and Friday. Custodians normally work Monday through Friday. At the end of one fiscal year, CD will have accrued 3/5 of one year of seniority in the Custodian category of position. This is also equal to 60% of one year of seniority in the Custodian Category of position.

Level 1 and Level 2 Instructional Paraprofessional, Program, or Personal Aide EF is regularly scheduled to work Monday and Tuesday each week that students are in attendance, for three hours per day. At the end of one full school term, EF will have  $2/5 \times 1/2 = 1/5$  of one school year in the Level 1 and Level 2 Instructional Paraprofessional, Program, or Personal Aide category of position. This is also equal to 20% school year in the Level 1 and Level 2 Instructional Paraprofessional, Program, or Personal Aide category of position.

Seniority in a category of position is never lost if the ESP is transferred by the employer into another position, and the ESP will accrue seniority in the new category of position. Seniority in the prior category of position is not added to the seniority in the new position.

#### **EXAMPLE**

Level 1 and Level 2 Instructional Paraprofessional, Program, or Personal Aide GH works for four years as a Level 1 and Level 2 Instructional Paraprofessional, Program, or Personal Aide, and then is reassigned to work one year as a secretary. After the 5<sup>th</sup> year, GH has one year of seniority as a secretary, not five. GH also continues to have 4 years of seniority as a Level 1 and Level 2 Instructional Paraprofessional, Program, or Personal Aide, even though the employer has changed GH's category of position.

If two affected ESP have identical seniority, in case of reduction in force, ties in seniority will be broken by the date of hire *in that category of position* as shown by the Board of Education minutes.

#### EXAMPLE

The Board has decided to reduce force in the area of secretary. GH from the previous example, has identical seniority with JK in the secretary category of position, but JK was first hired as a secretary. GH will be reduced in forced as a secretary. GH will have the right to "bump" any Level 1 and Level 2 Instructional Paraprofessional, Program, or Personal Aide who has less seniority than GH, since GH never lost her Level 1 and Level 2 Instructional Paraprofessional, Program, or Personal Aide category seniority when she became a secretary.

Substitute ESP do not accrue seniority. Short term, temporary, or emergency re-assignments do not cause a change in category of position.

### 10.2 POSTING

The Superintendent shall post an annual seniority list each February 1, current through that school year. The seniority list shall set forth the seniority of each ESP by category of each position in which the ESP has been employed, except short term, temporary or emergency re-assignments. The Association shall be given a copy of the list. Any ESP who believes his/her seniority is incorrectly shown, shall submit to the Superintendent in writing an explanation of any claimed error, and shall have the right to meet with the Administration to correct errors.

### 10.3 LOSS OF SENIORITY

Seniority is lost upon the following:

1. Resignation from the District
2. Dismissal in accordance with this agreement
3. Retirement

Seniority is not lost due to Board approved leaves, or as otherwise allowed under terms of this agreement.

### 10.4 TRANSFER - EFFECT ON SENIORITY

When an ESP is transferred from one category of position to another by Administration or Board action, the ESP shall retain any accrued seniority in that category of vacated position.

Approved transfers, initiated at the ESP's request, shall carry forfeiture of seniority in the vacated category of position.

### 10.5 CATEGORIES OF POSITION

Categories of position shall be as follows:

Maintenance

Custodial  
Cooks-including part-time  
Secretarial  
Level 1 and Level 2 Instructional Paraprofessional  
Program Aides  
Personal Aides  
Playground/Noontime Supervisors/Bus Monitors  
In School Suspension Supervisor

#### MISCELLANEOUS

- a. Level 1 and Level 2 Instructional Paraprofessionals, Program, and Personal Aides will be separate categories of position.
- b. Probationary Periods
  1. Sixty (60) calendar days for Cooks, Level 1 and Level 2 Instructional Paraprofessionals, Program Aides, Personal Aides, Noontime/Playground Supervisors, Bus Monitors, In School Suspension Supervisor.
  2. Ninety (90) calendar days for Custodial, Maintenance, and Secretarial.
  3. There shall be no extension of the above probationary periods.

### **ARTICLE XI ESP REDUCTION IN FORCE**

#### **11.1 NOTIFICATION TO ASSOCIATION**

Should the Board of Education determine to reduce the total number of ESP discontinue a particular educational support service or reduce the hours of an ESP, the Board of Education or the Superintendent shall notify the Association of such intent at the same time the employee received notice and at least ten (10) days before the effective date of the reduction in force.

#### **11.2 NOTICE TO ESP**

ESP shall be dismissed or have hours reduced on the basis of seniority within categories of position. No layoff or reduction in hours shall be deemed to occur if there is no reduction in pay.

#### **11.3 RECALL**

Non-probationary ESP, whose position is the subject of reduction in force action occurring after the effective date of this agreement, shall have recall rights for a period of one (1) year measured from the first day of the school term following reduction in force.

##### 11.3.1 Notice of Recall

An ESP subject to recall shall be notified in writing of the vacant position. Should an ESP refuse to accept a vacant position within seven (7) business days of mailing notice, that ESP's recall

rights shall be terminated for the position offered at that time, and the position shall be offered to the next senior qualified ESP with recall rights to the position. ESP on layoff are obligated to advise the administration office of their current address and telephone number so as to facilitate notice of recall.

#### 11.3.2 Retained Rights After Recall

Recalled ESP shall retain accumulated sick leave, salary schedule position, and seniority they had when honorably dismissed.

### **11.4 BUMPING RIGHTS**

ESP working in the categories of position listed in the left column shall be deemed eligible to "bump" into the positions listed opposite in the right column. An ESP may bump to the right only if he/she has more seniority in the category on the left than an ESP in the opposite category on the right and meets legal and district qualifications to perform duties required. If an ESP exercises bumping rights in accordance with this paragraph, the ESP must notify the Superintendent's office of the category into which the ESP wishes to bump, in writing, no later than seven (7) business days following receipt of notice of reduction in force. Failure to so notify the Superintendent's office shall terminate rights to bump to another category of position.

Level 1 and Level 2 Paraprofessional: Level 1 and Level 2 Paraprofessional, Program Aide/Playground/Noontime/In-School Supervisor

Program Aide: Level 1 and Level 2 Paraprofessional/Program Aide/Playground/ Noontime/In-School Supervisor / Bus Monitor

Personal Aide: Level 1 and Level 2 Paraprofessional/Program Aide/Playground/Noontime/In-School Supervisor/Bus Monitor

Custodian: Custodian/Maintenance/Playground/Noontime/In-School Supervisor/Bus Monitor

Maintenance: Maintenance/Custodian/Playground/ Noontime/In-School Supervisor/Bus Monitor

Secretary: Secretary/Playground/Noontime/In-School Supervisor /Bus Monitor

Cook: Cook/Playground/Noontime/In-School Supervisor/Bus Monitor

In School: Playground/Noontime/In-School Supervisor/Bus Monitor  
Suspension  
Supervisor

## **ARTICLE XII APPLICABLE TO CERTIFICATED EMPLOYEES**

### **12.1 INTERNAL SUBSTITUTIONS**

The normal practice shall be to hire a substitute teacher if a teacher is ill or otherwise unavailable for his or her own assigned classes. If no substitute can be found or is available, volunteer teachers will be sought to cover a class of the absent teacher by internal substitution. The teacher accepting the class by forfeiting their preparation period or accepting responsibility of another class in addition to their own will receive \$ 25.00 additional compensation for covering the class.

### **12.2 NOTIFICATION OF ASSIGNMENTS**

All teachers shall be given written notice of their tentative assignments for the forthcoming year no later

than the last day of the school year. In the event that changes in such assignments are proposed, the teacher affected shall be notified promptly. In no event shall changes in the teacher's assignments be made later than fifteen (15) days preceding the commencement of the next school term unless an emergency situation exists. In the event of such an emergency, the Association shall be notified, and the teacher shall be allowed to resign if such changes are not acceptable to the teacher.

### 12.3 REDUCTION IN FORCE

The following provisions apply to tenured teachers removed or dismissed as a result of a decision by the Board of Education to reduce the number of teachers employed or to discontinue some particular teaching service (hereinafter, RIF).

- 1a) A vacancy is not created when all or part of a certified teaching position is eliminated by RIF

A tenured teacher who has been RIFed shall be entitled to recall only if qualified to teach each and every part of a vacant position. "Vacant positions" will be defined by the Board of Education. No teacher shall have the right to recall into only a portion of a position.

Tenured teachers who have been RIFed shall be placed on the substitute teacher's list.

The recall period shall extend for one calendar year from the first day of the school term following the notice of RIF.

If there are no qualified ESP who have recall rights to a particular position, tenured teachers who have been RIFed shall have the opportunity to interview for an ESP position for which such tenured teacher may be qualified.

A teacher with recall rights does not waive or lose recall rights by accepting a full or part-time ESP position. However, rights of teachers to recall shall terminate upon acceptance of a full-time certified position within the district.

In order to protect rights of recall to a certified position, teachers will be notified of vacant positions (other than substitute teaching positions) by certified mail. Should a teacher with recall rights fail to respond to a recall notice within seven (7) business days of mailing, (counting Monday through Friday as business days) that teacher's recall rights will be deemed waived for that position. The district will attempt to contact that teacher or designee for whom a position is available by telephone. Nothing in this paragraph prohibits the Board of Education from filling a vacancy on a temporary basis pending a recall decision by a teacher with recall rights.

- 1b) The Board of Education shall establish a recall list showing the areas of certification and qualification of each teacher. The Board of Education shall have no obligation to recall a teacher to a position unless the teacher has notified the Board in writing, prior to the time that the vacancy is filled, that the teacher has become certified and qualified in an additional area.
- 1c) Recalled teachers shall lose no tenure, seniority, or salary schedule placement. However, during the period of lay-off, teachers shall not accrue seniority or advance on the salary schedule.
- 1d) A teacher on recall may waive recall to a particular vacancy and remain on the recall list.

2. Teachers who have been reduced in force and who have participated in the school health insurance plan prior to their reduction in force shall continue

to be entitled to the Board contribution health insurance for coverage through the month of August.

3. A teacher who has received notice of reduction in force may, during the balance of the school year in which the notice is given, use up to two (2) sick leave days for the purposes of seeking employment (job interview). This shall require one (1) week notice, if possible, or by obtaining permission from the district's superintendent when one (1) week notice is not possible.

4. If requested, letters of reference for each RIFed teacher will be provided by the district's superintendent. Upon request, each RIFed teacher will be provided with a walking letter of reference from the superintendent.

5) If requested, each RIFed teacher will be provided one copy of his or her complete personnel file and a copy of the teacher's individual salary statement at no cost to the employee.

6) A sick leave affidavit from the Teacher Retirement System will be filed promptly at the close of the school year by the District secretary for each RIFed teacher released. A copy of the affidavit will be provided to the respective teacher.

## **12.4 SCHOOL RECORD DAYS**

Students will be released at an approved early release time for the purpose of record keeping. These school record days will include the first school day following the close of each of the first three (3) grading periods and the day preceding the last attendance day of the year, and the day preceding the officially designated school closing day, but only if that day is a student attendance day.

## **12.5 WORK DAY**

### **12.5 WORK DAY**

On a normal teaching day, each full-time teacher shall report to his/her assigned building fifteen (15) minutes before the scheduled starting time for student instruction and remain in his/her assigned building until seventeen minutes after the regular dismissal time for students. Exceptions to this schedule may be made on days with holiday dismissal or other shortened schedule, or if a teacher has been authorized to leave earlier due to special circumstances. A teacher is expected to be available beyond the time specified in Section 12.5 before and after the regular student attendance day for meetings with students, parents, and administrators. Attempts will be made to schedule such meetings during an employee's scheduled preparation and conference time. [Note: This last sentence is moved here from former section 12.5.2, and is the same concept.]

#### **12.5.1 Duty Free Lunch**

During the work day full-time teachers shall have a duty-free lunch period not less than 30 minutes in duration. ECSE, Pre-K and K-5 teachers shall be allotted a forty(40) minute lunch period, thirty (30) minutes of which will be duty free.

#### **12.5.2 Preparation Time – ECSE, Pre-K and K-5**

The master class schedule shall provide each full-time ECSE, pre-K and K-5 teacher at least two-hundred minutes preparation time per week.

### **12.5.3 Teaching Load and Preparation Time for High School and Junior High School**

The normal instructional day for high school and junior high school teachers shall consist of eight (8) equal periods of 44 minutes. The normal teaching load shall be seven teaching periods, or six teaching periods and a study hall period. If a full-time teacher agrees to forfeit the teacher's preparation period to teach an additional class, that teacher shall receive an additional overload compensation at the rate of twelve and one-half percent (12.5%) of the teachers annual teaching salary or if the eighth period is a study hall, eight percent (8%) of the teacher's annual salary.

#### **12.5.3.1 Preparation Time Activities**

Teachers are required, unless given prior administrative permission, to spend the paid preparation period on school premises. The preparation period shall be used for preparing for classes, professional development and other student, class or extra-curricular related activities. The administration will not schedule training during preparation time. This does not preclude teachers from using reasonable amounts of the preparation period as necessary to deal with medical or home emergencies, family matters or other personal matters that would require the teacher's immediate attention, and administrative permission for the teacher to leave campus for any necessary such purpose shall not be unreasonably withheld.

12.5.4 Teachers required to conduct evening Parent/Teacher conferences at the end of the first and third grading periods of the year shall be given release time on the days of conferences so that the teaching day and evening conference of that same day, and conferences the next day, shall not extend the work week.

12.5.5 Teachers are expected to be available for conferences/meetings individually or collectively with their building principal or designated supervisor before or after the normal workday, but not to exceed two (2) hours per month. Attempts will be made to schedule such conferences/meetings during a teacher's scheduled preparation and conference times.

## **12.6 SENIORITY-TENURED TEACHERS**

12.6.1 Beginning with the 2004-2005 school year, seniority shall be defined as the length of a Teacher's service within the school district commencing on the date employment was formally offered through Board of Education action. Any ties in seniority will be determined through a lottery. All tenured teachers as of 2003-04 will maintain their seniority placement. Part-time service will be credited toward seniority.

12.6.2 The Woodland C.U.S.D. shall prepare, maintain, and post a seniority list. Revised and updated lists shall be prepared and posted annually on February 1<sup>st</sup> per Illinois School Code. A copy of the seniority list and all subsequent revisions shall be furnished to the Association.

## **12.7 LONG-TERM ADDITIONAL LOAD COMPENSATION**

Any ECSE – PreK -5 teacher who agrees to forfeit his/her preparation period for the year, semester, or one (1) or more grading periods to assume more than the required teaching load, as set forth in this agreement, shall receive additional load compensation. Any teacher who agrees to forfeit a portion of his/her preparation period shall be compensated prorated based upon his/her annual salary using the following formula:

The preparation time minutes used by a teacher each day for the additional load shall be the

numerator. The number of minutes per day (352) shall be the denominator. The resulting fraction shall be multiplied by the teacher's daily rate of pay for each day of the additional load.

EXAMPLE: A 5<sup>th</sup> grade teacher agrees to perform twenty (20) minutes per day of additional instruction to an "included" special education student because another qualified teacher is on leave. This continues for ninety (90) school days. The teacher's annual salary is \$42,500. The teacher's daily rate is  $\$42,500/181 = \$250.00$ . The total overload pay is ninety (90) days X  $(20/352) \times \$250.00 = \$1,278.41$ .

## **12.8 OUTSIDE EMPLOYMENT**

Any employee seeking part-time and/or extra-curricular employment with another school district must inform the Superintendent of such intent, and must receive a waiver of release.

The Superintendent may deny release for outside employment with another school district if it is determined that such employment will conflict with the member's assigned duties at Woodland Community Unit School District No. 5.

## **12.9 TERMINATION OF CONTRACTUAL SERVICE**

When an employee is officially employed (upon Board action) by another school district, the employee shall give written notification within ten (10) calendar days to the Woodland School District. The teacher must also give the notice at least 30 days before the start of school, unless the board waives the late notice.

## **12.10 Dual Credit/Advance Placement Compensation**

A teacher teaching a dual-credit or an advanced placement course will be paid \$250 per semester per course.

## **12.11 Stipend for Completion of National Board Certification for Teachers**

Teachers who achieve National Board Certification for Teachers will receive stipends of \$500 at the end of the first year after completion and \$1,000 after the second year of completion as long as you are employed by Woodland CUSD 5.

# **ARTICLE XIII TEACHER EVALUATION**

## **13.1 DEVELOPMENT OF EVALUATION TOOL**

Modification to the district evaluation plan shall be made in cooperation with the Association. The purposes of evaluation are to improve the quality of educational services and that evaluation result in immediate remedial action being taken when necessary.

## **13.2 NUMBER OF EVALUATIONS PER TEACHER**

Each teacher in contractual continued service shall be evaluated at least once in the course of every two (2) school years.

Each teacher not in contractual continued service shall be evaluated at least once each semester of the school year.

Administrators may conduct informal observations at any time. A copy of all notes taken done during the informal observation, if any, will be given to the teacher within five (5) school days following the observation. Documented observation shall be maintained in the Personnel File in accordance with Article 4.3.

### **13.3 INFORMATION REGARDING PROCEDURE**

Within two (2) weeks of the beginning of each school year, the building principal or immediate supervisor shall inform all teachers on the evaluation procedures.

13.3.1 A new Employee hired after the beginning of the school year, shall be notified by the building principal or immediate supervisor of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day in the new assignment.

13.3.2 The evaluator shall provide a written schedule of pre-observation conferences, observation\_times, and post-observation conferences for formal observations. However, if an unexpected circumstance occurs to interrupt these schedules, such an interruption would not be considered a grievable situation.

### **13.4 POST-OBSERVATION CONFERENCE**

At the conclusion of a formal observation, the evaluator will notify the teacher within five (5) school days if an additional formal observation is needed. The evaluator will conduct a conference with a teacher within twenty (20) school days after all formal observations of that teacher are completed.

### **13.5 REVIEW**

The Woodland Education Association and Board of Education mutually agree to conduct a review of the effectiveness of the evaluation plan by September 30<sup>th</sup> of each year.

## **ARTICLE XIV COMPENSATION AND FRINGE BENEFITS**

### **14.1 SALARY SCHEDULES**

Salary schedules shall be as set forth in Appendix A.

#### **14.1.1 Teacher Salary Schedule Placement**

New teachers shall be awarded full credit for prior full time teaching experience that has been recognized by the Illinois Teacher Retirement System. Each employee shall receive one (1) full year of teaching experience if full time teaching duties commence prior to November 1, and continue through the end of the school year.

#### **14.1.2 Vertical/Horizontal Movement**

Vertical movement on the salary schedule will automatically occur during the term of this contract. Horizontal movement will occur with the September 6 or March 6 paycheck to the extent permitted by the salary schedule if the required supporting documentation is received by the district office. Documentation must be received ten (10) working days prior to the September 6 or March 6 paycheck.

## 14.2 TEACHER EXTENDED CONTRACTS

Extended year work may be offered by the Board for positions such as athletic director, guidance services, library services, speech therapy, and vocational agriculture. The need, length, and scope of work for extended year work shall be at the discretion of the Board. Should the Board offer extended year work, assigned teachers will be compensated for each full day of employment at a rate equivalent to one/one hundred eighty one (1/181) of their annual salary as specified in Appendix A. Compensation for partial days worked shall be on a pro rata basis.

Only work days beyond the customary 181 teacher responsibility days per academic school year will be eligible for classification under this section.

## 14.3 RETIREMENT BENEFITS-TEACHERS

14.3.1 Board-Paid TRS Contribution. The salary schedule for the 2008-2009 school year is attached as Appendix A, The salary schedule reflects that the Board will pay each teacher's 9.4% TRS contribution. Appendix A shows IRS salary, Board- paid TRS contribution and the sum of IRS and TRS contribution, which equals the TRS salary. The Board's payment is equal to a "factor" of 10.375276% of each teachers IRS salary and is also equivalent to 9.4% of each teacher's salary.

2008-2009 amount greater such 14.3.2 Change in TRS Contribution. Should applicable law after the adoption of this collective bargaining agreement increase teachers' required TRS contribution to an percentage than nine and four-tenths percent (9.4%) of teachers TRS earnings, any additional TRS contribution shall be deducted from each teacher's earnings.

earnings one hundred payment to TRS for 14.3.3 T.H.I.S Contribution. The District shall deduct from each teachers TRS percent (100%) of the sum of the teacher's T.H.I.S. contribution and make the T.H.I.S program as required by law.

14.3.4 TRS and T.H.I.S Contributions Deemed "Picked-up." Any required TRS contribution more than nine-and four tenths percent (9.4%), and the T.H.I.S. contribution, although deducted from teacher earnings, shall be deemed "picked up" by the Board within the meaning of 414(h)(2) of the Internal Revenue Code as amended.

## 14.4 DISTRICT EARLY RETIREMENT INCENTIVE PROGRAM-TEACHERS

### 14.4.1 Retirement Benefit Incentive Payment

A Teacher in conformance with the following conditions shall be eligible for a retirement incentive in each of his or her final four years of teaching service, subject to the following conditions:

1. The teacher shall have a minimum of twenty (20) years of continuous full-time service in the District by the intended date of retirement.
2. The teacher shall be at least sixty (60) years of age on or before December 31 of the year of retirement, or will be at least fifty-five (55) years of age on or before December 31 of the year of retirement and will have at least thirty-five (35) years of creditable service.
3. The teacher will not retire under the statutory Teachers Retirement System Early Retirement Option (ERO) causing the District to have to pay a contribution or other monies to the Teachers' Retirement System in respect to that teacher's ERO retirement.

4. The teacher shall have tendered to the superintendent (a) final, binding and irrevocable resignation and (b) application for the incentive, for which the District may have a standard form, and (c) a Retirement Incentive Agreement that governs the payment of the retirement incentive, and obligates the Employee to reimburse the district for the entire cost of the retirement incentive if the teacher takes ERO or other action causing the district to pay TRS further funds after the Employee has received all or any part of the retirement incentive.
5. The teacher may qualify for this benefit up to four (4) school years prior to the date of retirement, including the school year of retirement, but must be received by the superintendent at least 90 days before the last day of school of a school year to be effective to increase the teacher's salary for that school year, unless the Board waives the delay.

14.4.2 The pre-retirement period may be from one (1) to four (4) school years in length, depending upon the date the teacher's final, binding and irrevocable resignation, retirement incentive application are received by the superintendent, and the date of retirement specified by the employee.

14.4.3 Upon the teacher becoming eligible for the retirement incentive, the district shall remove the teacher from compensation based upon the salary schedule, and instead, for each year of eligibility the teacher's creditable earnings will be increased by six percent (6%) over the teacher's reportable creditable earnings for the prior year of employment. For purposes of this calculation, the six percent increase to creditable earnings means a six percent (6%) increase in total gross creditable earnings, and therefore shall include any District-paid TRS contribution.

Examples:

A teacher applies for the incentive before December 15, 2008, during the final year of employment before retirement. The teacher's creditable earnings for 2007-2008 was \$42,000. The teacher's final year creditable earnings will be \$44,520 ( $\$42,000 \times 1.06 = \$44,520$ ).

A teacher applies for the incentive on December 15, 2008, during the third school year prior to retirement at the end of the 2010-2011 school year. The teacher's creditable earnings for the 2007-2008 school year was \$42,000. The teacher's creditable earnings will be:

2008-2009	\$44,520 ( $\$42,000 \times 1.06 = \$44,520$ )
2009-2010	
2010-2011	\$50,023 ( $\$47,191 \times 1.06 = \$50,023$ )

\$47,191

A teacher applies for the incentive on December 15, 2008, during the fourth school year prior to retirement at the end of the 2011-2012 school year. The teacher's creditable earnings for the 2007-2008 school year was \$42,000. The teacher's creditable earnings will be:

2008-2009	\$44,520 ( $\$42,000 \times 1.06 = \$44,520$ )
2009-2010	\$47,191 ( $\$44,520 \times 1.06 = \$47,191$ )
2010-2011	\$50,023 ( $\$47,191 \times 1.06 = \$50,023$ )
2011-2012	\$53,024 ( $\$50,023 \times 1.06 = \$53,024$ )

14.4.4 If a teacher has an extra duty obligation at the commencement of the retirement incentive period and ceases to perform those services during the retirement incentive program period, the calculation of the teacher's six percent (6%) increase shall be reduced by the amount of the extra duty compensation.

Example:

A teacher applies for the incentive on December 15, 2008, during the third school year before retirement at the end of the 2010-2011 school year. The teacher's Employee's creditable earnings

for the 2007-2008 school year was \$42,000. The teacher also performed an extra duty with an annual stipend of \$2,000, raising the teacher's total creditable earnings to \$44,000 for 2007-2008. The teacher's Employee's creditable earnings will be

2008-2009	\$46,640	(\$44,000 X 1.06 = \$46,640)
2009-2010	\$49,438	(\$ 46,640 X 1.06 = \$49,438)

In the last year of the pre-retirement period that same teacher ceases to perform the extra duty assignment, which still has a stipend of \$2,000. The teacher's final year creditable earnings will be

2010-2011 \$ 50,285 (( \$ 49,438 - \$2,000) X 1.06 = \$50,285).

- 14.4.5 Once the teacher is eligible for the retirement incentive, the teacher will not be assigned any additional extra duties or TRS reportable duties not currently being performed by the teacher, without the consent of the employee.
- 14.4.6 If a teacher who has received the retirement incentive in whole or part retires under the ERO causing the District to have to pay a contribution or other monies to the Teachers' Retirement System in respect to that teacher's ERO retirement, the District shall be entitled to damages for breach of contract against the Teacher in an amount equal to the retirement incentive payments received by the teacher, including tax and withholdings. Upon complete reimbursement of these monies to the District by the teacher the teacher shall be entitled to any salary increases on the salary schedule during the pre-retirement period.
- 14.4.7 In the event the retirement incentive provided for in this article would cause the District to have to pay any charge, contribution, cost or other monies to the Teachers' Retirement System, or would conflict with any state statute or final rule or regulation promulgated by the Teachers' Retirement System, the provisions of this section shall become void and the parties agree to reopen this agreement and attempt to midterm bargain changes necessary to correct any defect created by this incentive.
- 14.4.8 Nothing in this Agreement requires the board or administration to assign or permit a teacher to perform work if it is reasonably anticipated by the administration that the district will be compelled to pay to TRS any additional sum ("penalty") in connection with that teacher's retirement into TRS and resulting from that teacher's creditable compensation increasing by more than six percent (6%) over the prior year's creditable compensation. However, if a teacher performs authorized work, the teacher shall be paid in accordance with this Agreement, even if the work causes an increase in creditable compensation in excess of six percent (6%).
- 14.4.9 Once the Employee has become eligible for the retirement incentive payments, the incentive payments shall be paid to the teacher over the remaining regular paychecks of the school year. If a teacher becomes eligible for the incentive payments during a school year in which the teacher has previously received salary based upon the salary schedule in a school year, the District will with reasonable promptness adjust the remaining paychecks so that the teacher receives the entire incentive in the remaining paychecks due for that school year.
- 14.4.10 If during the teacher's pre-retirement period his or her employment percentage changes relative to full time employment the teacher's salary shall be adjusted consistent with the employment percentage, but in no case during the pre-retirement period shall the teacher be paid more than 106% of the teacher's total TRS creditable earnings for the prior school year.

## 14.5 INSURANCE

Full-time teachers who select single plan medical insurance coverage, the Board will pay the full cost of the monthly insurance premium.

Full-time teachers who select family plan medical insurance coverage, the Board will pay 75% of the total monthly insurance premium.

Subject to carrier restriction or limitation, all other teachers who are employed at least half time may participate in the District's medical insurance plan by paying the full cost of insurance premiums through payroll deduction and the District's Section 125 Plan. Employees who are granted an unpaid leave of absence greater than thirty (30) days shall be responsible for the full cost of the insurance premium during the unpaid leave. Employee shall make payment to the district by the 1<sup>st</sup> of each month following the first 30 days of unpaid leave.

#### **14.6 TEACHER TUITION REIMBURSEMENT**

Upon successful completion of a grade of "B" or better, teachers shall be reimbursed at a rate not to exceed the current Illinois State University rate per credit hour for up to 15 graduate hours earned during the District's fiscal year which is July 1 to June 30. The Superintendent shall have sole authority to approve courses based on the appropriateness of the course to teaching assignments and/or teaching quality. All courses required to fulfill the obligations of an approved graduate education curriculum will be eligible for reimbursements.

As a condition of reimbursement, the teacher must execute a contract with the Board on the following schedule:

Semester hours 1 to 4 per fiscal year:

--No reimbursement paid by teacher.

Semester hours 5 to 10 per fiscal year:

--Teacher will be obligated to reimburse to the Board if the teacher leaves services of this school district to accept other employment in education in Illinois or if the teacher leaves the services of this school district and then accepts employment in education in Illinois within 100 days of the last day of employment in this school district and the employee's 1st day of service is within one calendar year after having received the tuition reimbursement.

Semester hours 11 to 15 per fiscal year:

--Teacher will be obligated to reimburse to the Board if the teacher leaves services of this school district to accept other employment in education in Illinois or if the teacher leaves the services of this school district and then accepts employment in education in Illinois within 100 days of the last day of employment in this school district and the employee's 1st day of service is within two calendar year after having received the tuition reimbursement.

This reimbursement requirement shall not apply if the teacher leaves Woodland CUSD employment and accepts employment elsewhere due to the serious illness of a parent, child, or spouse, or if the teacher must move his/her residence due to the transfer or change of the spouse's employment, and that change in residency makes the continued employment at Woodland CUSD not practical.

#### **14.7 TEACHERS' DOCKING RATE**

Salary reduction for all teachers shall be figured at a rate of one/one-hundred eighty one (1/181) of the teacher's annual salary.

All dock leave will be calculated to the nearest one-eighth (1/8) of a day.

#### **14.8 TEACHERS' COMPENSATION FOR GRANT WRITING / PROGRAM**

## **IMPLEMENTATION / COORDINATION**

A teacher shall be paid the current average hourly rate of all teachers for the number of hours worked when writing and/or implementing and/or coordinating grants on behalf of the district. The Superintendent shall approve all requests for grant writing. The Superintendent shall approve all grant work. The Superintendent and writer/implementor/coordinator shall estimate and adjust, as necessary, the hours to be compensated for the writing/implementation/coordination of each district grant.

Hours eligible for compensation under terms of this provision shall be limited to those actual employee work hours that are beyond the scope of the normal work day as specified elsewhere in this agreement.

### **14.9 PERSONAL AND PROFESSIONAL LEAVE**

#### **A. Personal Leave**

Teachers shall be permitted two (2) personal days annually, with pay, for personal reasons. Written notice of requests for personal leave shall be made to the Superintendent at least three (3) days prior to the date requested.

No more than three (3) teachers will be granted personal leave on the same day. Any unused personal leave days occurring during the school year will result in a like number of sick days being added to the teacher's accumulated sick leave.

14.9.1 Personal leave may not be taken during the first or last five (5) days of school, on days when final examinations or special programs are scheduled.

14.9.2 Any unforeseen emergency which would make written notice impossible to abide by shall be handled by phoning the Superintendent. In the absence of the Superintendent, his designee (building principal) shall have the authority to approve requests made in the appropriate manner.

#### **B. Professional Leave**

Professional business days may be used for any professional purpose involving students and/or professional/instructional programs. The teacher shall request approval from the building principal, or designated supervisor, at least one (1) week in advance. The teacher shall be paid full compensation for such time with no loss of any leaves. The district will pay the substitute teacher.

### **14.10 COMPENSATION FOR SPECIAL ASSIGNMENT AND TEAM PARTICIPATION**

14.10.1 Employees required to perform specialized tasks that extend beyond the scope of the normal work day will be paid at an amount equivalent to their computed hourly rate of pay based on annual salary. This provision shall include specialized tasks and duties assigned by the Superintendent or a Building Principal, and shall be applicable only to actual work hours that extend beyond the scope of the normal work day. This provision shall include, but shall not be limited to CARES Team and the Crisis Management Team. CARES Team and Crisis Management Team are not incorporated into this agreement by reference.

Provisions of this article are not applicable to various other assignments whose compensation is specified in this agreement.

14.10.2 A teacher who acts as the CARES coordinator shall receive a stipend for duties required to coordinate the CARES program. That teacher will be placed at Pay Grade level 2 on Appendix C.

## **ARTICLE XV EFFECT OF THE AGREEMENT**

### **15.1 COMPLETE UNDERSTANDING**

Complete understanding set forth in this Agreement represents the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of both parties.

### **15.2 MANAGEMENT RIGHTS**

The Board shall not be required to bargain over inherent managerial policy which shall include the following areas of discretion or policy:

1. The function of the Board.
2. Standards of service.
3. The Board's overall budget.
4. Selection of new employees.
5. Direction of all employees.

### **15.3 INDIVIDUAL CONTRACTS**

The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.

### **15.4 SAVINGS CLAUSE**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law.

### **15.5 DUPLICATION OF THE AGREEMENT**

Within thirty (30) calendar days after ratification by both parties, a clean copy of this Agreement shall be proofed and printed jointly with the Board. Sufficient copies of this Agreement shall be promptly reproduced to make one (1) copy available to each employee. The cost of copies is to be borne equally by the Woodland Board of Education and the Woodland Education Association.

### **15.6 TERM OF AGREEMENT**

This Agreement will be in full force and effect on the date signed by the parties, with wages, salary, extra duty pay, and board contribution toward the cost of health care plan retroactive to July 1, 2008 for educational support personnel, and the first day of school of the 2008-2009 school year for certified employees. This agreement shall continue in effect until June 30, 2009 for educational support personnel

and midnight of the night before the first day of school for 2009-2010 school year for certified employees.

This Agreement is signed this \_\_\_\_ day of \_\_\_\_\_, 2008.

In witness thereof:

**For the Woodland Education Association:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

**For the Board of Education of Woodland Community Unit School District No. 5**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

**2008-2009 Teacher Base Salary Schedule**

% Times Move		Exp.	Step									4% Move
Base	Down			BA	BA + 8	BA + 16	BA + 24	MA	MA + 8	MA + 16	MA + 24	Across
3.50%	\$976	0	1	\$ 27,899	\$ 29,015	\$ 30,131	\$ 31,247	\$ 32,363	\$ 33,479	\$ 34,595	\$ 35,711	\$1,116
4.50%	\$1,255	1	2	\$ 28,876	\$ 29,991	\$ 31,107	\$ 32,223	\$ 33,339	\$ 34,455	\$ 35,571	\$ 36,687	
		2	3	\$ 29,852	\$ 30,968	\$ 32,084	\$ 33,200	\$ 34,316	\$ 35,432	\$ 36,548	\$ 37,664	
		3	4	\$ 30,828	\$ 31,944	\$ 33,060	\$ 34,176	\$ 35,292	\$ 36,408	\$ 37,524	\$ 38,640	
		4	5	\$ 32,084	\$ 33,200	\$ 34,316	\$ 35,432	\$ 36,548	\$ 37,664	\$ 38,780	\$ 39,896	
5.50%	\$1,534	5	6	\$ 33,339	\$ 34,455	\$ 35,571	\$ 36,687	\$ 37,803	\$ 38,919	\$ 40,035	\$ 41,151	
		6	7	\$ 34,595	\$ 35,711	\$ 36,827	\$ 37,943	\$ 39,059	\$ 40,175	\$ 41,291	\$ 42,407	
		7	8	\$ 35,850	\$ 36,966	\$ 38,082	\$ 39,198	\$ 40,314	\$ 41,430	\$ 42,546	\$ 43,662	
		8	9	\$ 37,106	\$ 38,222	\$ 39,338	\$ 40,454	\$ 41,570	\$ 42,686	\$ 43,801	\$ 44,917	
5.50%	\$1,534	9	10	\$ 38,640	\$ 39,756	\$ 40,872	\$ 41,988	\$ 43,104	\$ 44,220	\$ 45,336	\$ 46,452	
11.00%	\$3,069	10+	11	\$ 41,709	\$ 42,825	\$ 43,941	\$ 45,057	\$ 46,173	\$ 47,289	\$ 48,405	\$ 49,521	
5.50%	\$1,534	11+	12					\$ 47,707	\$ 48,823	\$ 49,939	\$ 51,055	

**2008-2009 Board Paid TRS**

10.3753%

Exp.	Step	BA	BA + 8	BA + 16	BA + 24	MA	MA + 8	MA + 16	MA + 24
0	1	\$2,895	\$3,010	\$3,126	\$3,242	\$3,358	\$3,474	\$3,589	\$3,705
1	2	\$2,996	\$3,112	\$3,227	\$3,343	\$3,459	\$3,575	\$3,691	\$3,806
2	3	\$3,097	\$3,213	\$3,329	\$3,445	\$3,560	\$3,676	\$3,792	\$3,908
3	4	\$3,199	\$3,314	\$3,430	\$3,546	\$3,662	\$3,777	\$3,893	\$4,009
4	5	\$3,329	\$3,445	\$3,560	\$3,676	\$3,792	\$3,908	\$4,024	\$4,139
5	6	\$3,459	\$3,575	\$3,691	\$3,806	\$3,922	\$4,038	\$4,154	\$4,270
6	7	\$3,589	\$3,705	\$3,821	\$3,937	\$4,052	\$4,168	\$4,284	\$4,400
7	8	\$3,720	\$3,835	\$3,951	\$4,067	\$4,183	\$4,298	\$4,414	\$4,530
8	9	\$3,850	\$3,966	\$4,081	\$4,197	\$4,313	\$4,429	\$4,545	\$4,660
9	10	\$4,009	\$4,125	\$4,241	\$4,356	\$4,472	\$4,588	\$4,704	\$4,820
10+	11	\$4,327	\$4,443	\$4,559	\$4,675	\$4,791	\$4,906	\$5,022	\$5,138
11+	12					\$4,950	\$5,066	\$5,181	\$5,297

**2008 - 2009 TRS Salary Schedule**

Exp.	Step	BA	BA + 8	BA + 16	BA + 24	MA	MA + 8	MA + 16	MA + 24
0	1	\$30,794	\$32,025	\$33,257	\$34,489	\$35,721	\$36,952	\$38,184	\$39,416
1	2	\$31,871	\$33,103	\$34,335	\$35,567	\$36,798	\$38,030	\$39,262	\$40,494
2	3	\$32,949	\$34,181	\$35,413	\$36,644	\$37,876	\$39,108	\$40,340	\$41,571
3	4	\$34,027	\$35,259	\$36,490	\$37,722	\$38,954	\$40,186	\$41,417	\$42,649
4	5	\$35,413	\$36,644	\$37,876	\$39,108	\$40,340	\$41,571	\$42,803	\$44,035
5	6	\$36,798	\$38,030	\$39,262	\$40,494	\$41,725	\$42,957	\$44,189	\$45,421
6	7	\$38,184	\$39,416	\$40,648	\$41,879	\$43,111	\$44,343	\$45,575	\$46,806
7	8	\$39,570	\$40,802	\$42,033	\$43,265	\$44,497	\$45,729	\$46,960	\$48,192
8	9	\$40,956	\$42,187	\$43,419	\$44,651	\$45,883	\$47,114	\$48,346	\$49,578
9	10	\$42,649	\$43,881	\$45,113	\$46,344	\$47,576	\$48,808	\$50,040	\$51,271
10+	11	\$46,037	\$47,268	\$48,500	\$49,732	\$50,963	\$52,195	\$53,427	\$54,659
11+	12					\$52,657	\$53,889	\$55,121	\$56,352



Extra Duty Stipends are based upon a percentage of the base salary  
 Stipends are per teacher, sponsor or coach, except set stipends, which are split.  
 See Article 6.5 for additional details.

**2008-2009**

\$27,899 Base Salary

Pay Grade	Extra Duty Assignment	0-2 Years Woodland Experience Percentage	Amount	3 Years + Woodland Experience Percentage	Amount
1	H.S. National Honor Society (1)	1.25%	\$349	1.50%	\$418
	Foreign Language Club (1)				
	Art Club (1)				
	Future Homemakers of America (1)				
	Science Fair (1)				
	Great Books (1)				
	Future Business Leaders of America (1)				
	Z Club (1)				
2	Literary (1)	1.50%	\$418	2.00%	\$558
	Elementary Yearbook				
	JH Math Team Asst. (1)				
3	Vocal Music (1)	2.00%	\$558	2.50%	\$697
	Instrumental Music (1)				
	JH Dance Force (1)				
4	H.S. Drama or Choral Musical (1)	2.25%	\$628	3.00%	\$837
	J.H. Math Team (1)				
	Key Club (1)				
	FFA (1-2)				
	H.S. Math Contest (1)				
	5th/6th Boys Basketball				
	HS Discovery Series Coach (1-2)				
	JH Cheerleaders (1)				
	JH Drama (1)				
5	H.S. Scholastic Bowl (1-2)	3.00%	\$837	3.50%	\$976
	H.S. Student Council (1)				
	J.H. Scholastic Bowl (1-2)				
	JH Student Council (1)				
	HS Dance Force (1-2)				
6	H.S. Cheerleaders (1)	3.50%	\$976	4.00%	\$1,116
7	J.H. Volleyball Assistant (1)	3.50%	\$976	5.00%	\$1,395
8	(Open)	4.00%	\$1,116	5.50%	\$1,534
9	J.H. Boys Basketball Assistant (1)	6.00%	\$1,674	8.00%	\$2,232
	H.S. Track - Boys & Girls (1-2)				
	H.S. Yearbook (1)				

	JH Girls Basketball Assistant (1)				
	HS Golf (1)				
	HS Cross Country (1)				

10	J.H. Girls Basketball (1)	8.00%	\$2,232	10.00%	\$2,790
	J.H. Boys Basketball (1)				
	H.S. Football Assistant				
	H.S. Volleyball Assistant (1)				
	H.S. Assistant Boys Basketball (1)				
	H.S. Assistant Girls Basketball (1)				
	J.H. Volleyball (1)				
	J.H. Baseball (1)				
	J.H. Softball (1)				
	J.H. Track - Boys & Girls (1-2)				

11	H.S. Head Football (1)	11.50%	\$3,208	13.50%	\$3,766
	H.S. Head Boys Basketball (1)				
	H.S. Head Girls Basketball (1)				
	H.S. Volleyball (1)				
	H.S. Baseball (1)				
	H.S. Softball (1)				
	HS Wrestling (1)				
	All School Athletic Director (1)				
	Dean of Students				

Total Levels 1 – 11

Set Stipends

Freshman Class Sponsors (2)	\$424
Sophomore Class Sponsors (2)	\$424
Junior Class Sponsors (2)	\$636
Senior Class Sponsors (2)	\$424
Industrial Arts Club Sponsors	\$100/person
Special Olympics Coach	\$100/person

IHSA/IESA Game Scorer	\$15/\$12.50 per game
IHSA/IESA Game Timer	\$15/\$12.50 per game
IHSA/IESA Game Ticket Taker	\$20/event
IHSA/IESA Event Supervisor (if administrator not present)	\$25/event

**ARTICLE 9.17**

**2008-2009 SCHEDULE OF BENEFITS FOR EDUCATIONAL SUPPORT PERSONNEL**

# See Articles 9.17.1 thru 9.17.4 (Below) for additional provisions

CLASSIFICATION	EMPLOYMENT TERM	IMRF ELIGIBLE	PAID HOLIDAYS	SICK DAYS #	PERS. BUS. DAYS #	VACATION DAYS	MEDICAL INSURANCE
CUSTODIAL MAINTENANCE	12 MONTHS	YES	13	16	0	0 - 1st 6 mos. 5 - 2nd 6 mos. 10 - yr 2 thru 10 15 - 11th yr	YES
SECRETARY	10.5 MONTHS	YES	11	15	0	NONE	YES
CAFETERIA-COOKS #	SCHL CALENDAR	YES	9 or 4	14	0	NONE	NO
CAFETERIA PART TIME	SCHL CALENDAR	NO	0	0	0	NONE	NO
IPARAPROf., PROGRAM & PERSONAL AIDES #	SCHL CALENDAR	YES	4	14	0	NONE	NO
SUPERVISORS: PLAYGROUND LUNCH & BUS ISS	AS DEFINED BY ADMINISTRATION	NO	0	0	0	NONE	NO

**ARTICLE 9.17 SCHEDULE OF BENEFITS**

**9.17.1** CAFETERIA - COOKS: DIANE IMHOFF, THERESA QUAKA, AND THECLA "IRENE" RUSSOW, WHO OCCUPYING THESE POSITIONS ON JUNE 30, 1995, SHALL BE ENTITLED TO NINE (9) PAID HOLIDAYS PER YEAR FOR ALL FUTURE TENURE IN THESE POSITIONS AND SHALL ALSO RETAIN ELIGIBILITY IN THE DISTRICT'S HEALTH INSURANCE PROGRAM FOR ALL FUTURE TENURE IN THESE SAME POSITIONS. COOKS HIRED AFTER JULY 1, 1995, MAY ENROLL IN THE DISTRICT'S HEALTH INSURANCE PROGRAM PROVIDED THEY INDIVIDUALLY ASSUME THE COST OF ALL INSURANCE PREMIUMS.

**9.17.2** CAFETERIA AND INSTRUCTIONAL, PROGRAM, AND PERSONAL AIDES EMPLOYMENT TERM SHALL BE DEFINED BY THE SCHOOL CALENDAR AND AS OTHERWISE DIRECTED BY THE SUPERINTENDENT.

**9.17.3** SICK LEAVE AND PERSONAL BUSINESS DAYS: EMPLOYEES ELIGIBLE FOR SICK LEAVE SHALL BE PERMITTED TO UTILIZE Three (3) SICK LEAVE DAYS PER YEAR FOR MATTERS OF PERSONAL BUSINESS.

**9.17.4** CAFETERIA - COOKS HIRED AFTER JULY 1, 1995, AND ALL INSTRUCTIONAL, PROGRAM, AND PERSONAL AIDES, SHALL RECEIVE LABOR DAY, THANKSGIVING, CHRISTMAS, AND MEMORIAL DAY AS PAID HOLIDAYS AFTER COMPLETION OF TWO (2) YEARS OF CONTINUOUS SERVICE WITH THE DISTRICT.

NOTE - IMRF COLUMN: ELIGIBILITY IS ASSUMED FOR THOSE EMPLOYEES WHOSE ANTICIPATED HOURS OF EMPLOYMENT WILL BE 600 OR MORE PER YEAR. THIS COLUMN IS PROVIDED FOR EMPLOYEE INFORMATION ONLY.