FORMAL CONTRACT BETWEEN

WOLF BRANCH BOARD OF EDUCATION
SCHOOL DISTRICT #113

AND

THE WOLF BRANCH ASSOCIATION OF TEACHERS
LOCAL 6117, IFT/AFT, AFL-CIO

EFFECTIVE FOR

THE 2020-2021 THROUGH 2021-2022 SCHOOL YEARS

TABLE OF CONTENTS

Article I – RECOGNITION Page 4

Article II - NEGOTIATIONS PROCEDURE Page 4

Article III – CONTRACTUAL CONDITIONS AND FRINGE BENEFITS Page 4

Section 1 – Salary Schedule Placement and Advancement Page 4

Section 2 – Board Contributed Retirement Benefits Page 5

Section 3 – Insurance Program Page 6

Section 4 – Pay Dates Page 6

Section 5 – Personal & Professional Days Page 7

Section 6 – Sick Leave Program Page 7

a – Allotment Page 7

b – Sick Leave Bank Page 10

c – Funeral Leave Page 10

d - Custodian Vacation Page 10

e - Custodian Holidays Page 11

f - Overtime and Work Schedules Page 12

Section 7 – School Year Leave Page 12

Section 8 – Unpaid Leaves of Absence Page 12

Section 9 – Board Packet Distribution Page 12

Section 10 - Salary Schedules & Stipend Schedules Page 12

Section 11 – Superintendent/Union Meetings Page 13

Section 12 – Tentative Teacher Schedule/Assignment Notification Page 14

Article IV – RETIREMENT PLAN Page 14

Article V – SENIORITY Page 16

Article VI – REDUCTION IN FORCE Page 17

Article VII – RECALL OF STAFF Page 17

Article VIII – GRIEVANCE PROCEDURE Page 18

Article IX – NO STRIKE - NO LOCKOUT Page 20

Article X – EMPLOYER RIGHTS Page 20

Article XI – WAIVER OF ADDITIONAL BARGAINING Page 20

Article XII – EFFECT OF AGREEMENT Page 21

Article XIII – DUES DEDUCTION Page 21

Article XIV – TERMS OF AGREEMENT Page 21

EXHIBIT A –General Certified Staff Salary Schedule Page 22

EXHIBIT B – Individual Certified Staff Salary Schedule for 2020-2021 & 2021-2022 Page 32

EXHIBIT C – Teacher Assistant Salary Schedule for 2020-2021 & 2021-2022 Page 34

EXHIBIT D – Extracurricular Stipend Schedule Page 35

ARTICLE I. RECOGNITION

The Board of Education of School District #113, St. Clair County, Swansea, Illinois, hereinafter referred to as the "Board", recognizes the full-time and part-time regularly employed licensed teachers, and full-time and part-time teacher assistants, custodians, Pre-K teachers, Pre-K aides, RtI aides/coaches and personal care aides employed and paid by the Wolf Branch Board of Education, known as the Wolf Branch Association of Teachers, hereinafter referred to as the "Teachers and/or WBAT", except for the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Department Chairmen, and all other administrative or supervisory personnel having the authority to hire, transfer, assign, promote, discharge, discipline, evaluate, or process grievances of other employees or having the responsibility to make recommendations thereon, as the sole and exclusive negotiating agent for the above referred to teachers.

ARTICLE II. NEGOTIATIONS PROCEDURE

Section 1. The parties agree that their duly designated representatives shall negotiate in good-faith with respect to items within this contract.

Section 2. The parties will meet on or before April 1 in the final year of the contract to discuss negotiation ground rules and procedures for a successor contract.

ARTICLE III. CONTRACTUAL CONDITIONS AND FRINGE BENEFITS

Section 1. Placement and horizontal advancement on the salary schedule shall be determined as follows: Vertical advancement will be provided to those teachers that qualify for advancement on the salary schedule, but only if the parties' negotiated a step movement for that particular contract year. For the purpose of vertical advancement on the salary schedule, one year credit shall be given for those beginning full-time teaching who have completed 120 school days of teaching during a school term. For the purpose of vertical advancement, part- time teachers shall be given credit for one year after completing the equivalent of 120 full-time days of teaching service.

a. Hours gained towards advanced horizontal placement on the salary schedule shall be subsequent to courses required for baccalaureate graduation, proper certification, and shall be in the field of education.

b. Advanced approval of courses must be requested of and granted by the Superintendent. The Board will reimburse teachers up to the current SIUE tuition rate for 3 graduate credit hours for expenses for tuition and books per fiscal year.

c. An official transcript from the training institutions indicating satisfactory completion of the course must be filed in the Office of the Superintendent prior to the third Tuesday of September or the third Tuesday in January each year in order to receive additional placement. Notification in January will result in additional placement on the salary schedule for the second semester only and such placement shall not be retroactive to the beginning of that school year.

d. Teachers who start working in the District in the 2020-2021 school year and thereafter may receive credit for teaching outside the system in an approved school and may be granted up to 10 years, on a year for year basis, at the board's discretion. An approved school is a public school located in the state or any other state territory dependency or possession of the United States, or school operated by her under the auspices of the United States. All teachers who started working in the District in the 2009-2010 school year through and including the 2019-2020 school year, will be granted a one-time, non-cumulating stipend of $200 for each year of approved teaching experience they obtained prior to starting work in the District for which they did not receive credit for placement on the salary schedule. For example, a teacher hired in 2009-2010 with six years of prior teaching experience was granted 2 years of credit on the salary schedule. Therefore the teacher is eligible for a one-time payment in the amount of $200 for each year of prior teaching experience not used for placement on the salary schedule (4 x $200 = $800.00.)

e. Each bargaining unit member that chooses to complete the necessary requirements for Google Certification (Levels 1 & 2), and who submits the necessary documentation proving completion, will be paid a total of $400. Both Levels must be completed and proof must be submitted before any payment will be made.(Payment will be as follows: $200 within one month of completion of Level 1 and $200 within one month of completion of Level 2)

f. Teachers that present during professional development sessions, upon administrative request, will be paid $25 per session.

g. A licensed employee who substitutes during his/her preparatory planning period shall be paid $25. However, any such use of a licensed employee will occur only in emergency situations.

h. Any aide with a teaching license or substitute teaching license that substitutes for a certified staff member will be paid their regular hourly rate of pay or the substitute teacher rate of pay, whichever is higher, plus an additional $10 per period up to a maximum of $20 per day. However, an RtI aide that subs for part of a day that causes the RtI aide to lose their regular prep period, will be paid an additional $5.00. The additional $5.00 will not apply if the RtI aide receives a preparation period while substituting for a teacher.

Section 2. The Board will contribute the teachers required contribution to TRS up to a maximum of 9.0%, plus any TRS cost factor charged to the Board for paying the contribution on behalf of teachers, and up to a maximum of 1.02% toward the member THIS Fund contribution of the teachers' credible earnings.

Section 3. Insurance Program

a. The Board will contribute toward the Cornerstone Insurance program for individual coverage per month for full-time Teachers, full-time Pre-K Teachers, and full-time Custodians according to the following schedule.

YEAR	MAXIMUM MONTHLY BOARD CONTRIBUTION TOWARD INDIVIDUAL COVERAGE
2020-2021	$700
2021-2022	$750

b. The board will contribute $150.00 per month for full time Teachers, full time Pre-K Teachers, and full time Custodians on the family coverage premium.

c. The Union President or his/her designee may request release time to attend health insurance meetings and the Superintendent may grant or deny the request.

d. Insurance Opt-Out

Upon notification to the District Bookkeeper prior to the start of each school year or August 20, whichever comes first, full time Teachers, full time Pre-K Teachers, and full time Custodians may elect to receive $1000 in compensation in lieu of receiving board paid insurance. Each teacher who has opted-out of the District-offered health insurance will be paid the $1000 compensation during September of the following school year.

Any full time Teacher, full time Pre-K Teacher, or full time Custodian who has opted-out of the District-offered health insurance, but requires reentry prior to the following year's open enrollment period due to one of the exceptions listed in the insurance company's Exceptions Clause, will receive a prorated amount of the $1,000 compensation during September of the following school year calculated upon the number of calendar days during which the teacher had opted out.

The Board will contribute the teachers required contribution to TRS up to a maximum of 9.0%, plus of any TRS cost factor charged to the Board for paying the teacher the cash option in lieu of insurance, and up to a maximum of 1.02% toward the member THIS Fund contribution of the teachers' cash option.

Section 4. Pay Dates

Bargaining unit members shall be paid on the 15th and the 30th of each month. If a regular pay falls on a holiday or weekend, the previous business day will be used. (February 28 is the 2nd pay for that month.)

Teacher assistants shall have the option of being paid on a nine (9) or twelve (12) month schedule.

Section 5. Personal and Professional Days

Full-time and part-time Teachers/Pre-K Teachers are granted three (3) personal days per school year to be used at the discretion of the superintendent. Part-time Teachers/Pre-K Teachers will be compensated at their part-time per diem rate of pay. No personal days will be granted during the first or last day of a school year. Requests for personal days that fall immediately preceding or following a holiday or school break may be granted, but only to the first five (5) Teachers/Pre-K Teachers who make such a request within the twelve (12) month period prior to the personal leave day(s) under consideration. In the event of an emergency, leave may be granted at the discretion of the superintendent.

Personal days may be accumulated to a maximum of five days per school year. Upon the accumulation of the five personal days, remaining personal days shall be permanently added to the sick leave total.

Teachers/Pre-K Teachers may be eligible for two (2) workshops per year; all other non-certified staff covered by this CBA may be eligible for one (1) workshop per year, to be approved by the Superintendent. The workshop, registration, and substitute fees shall be paid by the school district.

Section 6. Sick Leave

a. Allotment - The normal annual allotment of sick leave for Certified Teachers and non-certified staff shall be as follows:

1. Sick leave for Certified Teachers shall accumulate without limit (TRS) and sick leave for non-certified staff shall accumulate to a maximum of 240 days (IMRF).

2. Thirteen (13) days of sick leave will be awarded at the start of each school year for Teachers/Pre-K Teachers and Custodians. Pre-K aides, RtI aides/coaches, teacher assistant and personal care aides who meet the 600 hour IMRF rule shall be granted 10 paid sick leave days per school year. Non-certified employees, excluding Pre-K teachers, may use two of the allotted sick days for personal reasons. Otherwise, the sick leave days may be used in accordance with The Illinois School Code, 105 ILCS 5/24-6. Unused sick leave may accumulate to a maximum of 240 days.

3. Teachers/non-certified staff who have reached an accumulation of eighty (80) days of sick leave at the end of a school year will be entitled to a normal annual allotment of forty (40) sick leave days at the start of the next school year. For each school year after a Teacher/non-certified staff is awarded the forty (40) days normal annual allotment of sick leave, the Teacher/non-certified staff will receive a normal annual allotment of thirteen (13) days or ten (10) days, as applicable, until the Teacher/non-certified staff accumulates 180 days.

4. Teachers/non-certified staff who have reached an accumulation of one hundred eighty (180) days of sick leave at the end of a school year will be entitled to a normal annual allotment of forty (40) days at the start of the next school year. For each school year after a Teacher/non-certified staff is awarded the forty (40) day normal annual allotment of sick leave, the Teacher/non-certified staff will receive a normal annual allotment of thirteen (13) days or ten (10) days, as applicable, until the Teacher accumulates 280 days and non-certified staff accumulates 240 days (maximum allowed).

5. Teachers who have reached an accumulation of two hundred eighty (280) days of sick leave at the end of a school year will be entitled to a normal annual allotment of forty (40) days at the start of the next school year. For each school year after a Teacher is awarded the forty (40) day normal annual allotment of sick leave, the Teacher will receive a normal annual allotment of thirteen (13) days.

6. A Teacher that reaches an accumulation threshold of 80, 180 and 280, which results in awarding the teacher a normal annual allotment of forty (40) sick leave days after reaching those thresholds and then falls below the threshold number of 80, 180 or 280, will only be entitled to thirteen (13) days of normal annual allotment upon reaching those threshold numbers a second or subsequent time.

7. A non-certified employee that reaches an accumulation threshold of 80 and 180, which results in awarding the non-certified employee a normal annual allotment of forty (40) sick leave days after reaching those thresholds and then falls below the threshold number of 80 or 180, will only be entitled to their normal annual allotment of thirteen (13) days or ten (10 days, as applicable, upon reaching those threshold numbers a second or subsequent time.

8. Part-time Teachers/Part-time Pre-K Teachers will be compensated for sick days at their part-time per diem rate of pay. For part-time Teachers, the unused portion shall accumulate from year to year without limit. For part-time Pre-K teachers, the sick leave days will accumulate until the part-time pre-K Teacher reaches 240 unused sick days.

9. In the event TRS determines that the award to sick leave to certified teachers, as set forth a above in paragraphs 1 through 8, results in an additional monetary cost to the District, the sick leave days awarded to the teacher shall be reduced to eliminate any such additional cost to the District and the parties agree to immediately revert to the certified teacher sick leave language set forth in the 2014-2017 collective bargaining agreement.

10. In the event IMRF determines that the award of sick leave to non-certified staff, as set forth a above in paragraphs 1 through 8, results in an additional monetary cost to the District, the sick leave days awarded to non-certified shall become null and void and the parties shall negotiate sick leave to ensure the District is not assessed any penalties/costs.

11. Certified Teacher Reduction in Absenteeism & Emergency Substitution Compensation

Each year, the District accounts for the cost of acquiring substitute teachers. The Board believes the quality and consistency of instruction provided by the assigned teacher of a class surpasses the quality and consistency provided by a substitute teacher. The Board prefers to use the previous year's expenditure toward the compensation of current teachers assigned to classes rather than expending it to hire substitute teachers for the classes. Therefore, the Board agrees to reallocate any savings achieved in substitute costs with full-time teachers having less than four (4) absences per year.

Calculation:

Qualifying Teachers (QT) = those teachers qualifying to participate in the incentive. QT are those teachers who are full-time teachers and have less than four (4) absences for the current school year.

Previous year's substitute teachers expenditure less current year substitute costs = substitute cost savings (SCS)

A. [SCS / QT] = incentive compensation per teacher for each QT that has Zero (0) absences for the current school year.

B. [(SCS / QT) X .75] = incentive compensation per teacher for each QT that has One (1) or Two (2) absences for the current school year.

C. [(SCS / QT) X .50] = incentive compensation per teacher for each QT that has Three (3) or Four (4) absences for the current school year.

Example: If the 2018-2019 substitute teachers cost were $50,000, and the substitute teacher costs for the 2019-2020 are $35,000 and the district employed 30 full-time teachers having less than four (4) absences for the 2019-2020 school year, the calculation would be as follows:

$50,000 - $35,000 = $15,000 (SCS).

A. [$15,000 (SCS) / 30 (QT)] = $500 incentive to be paid on the June 15, 2020 paycheck for the 2019-2020 school year to each QT who has Zero (0) absences for the current school year.

B. [$15,000 (SCS) / 30 (QT) X .75] = $375 incentive to be paid on the June 15, 2020 paycheck for the 2019-2020 school year to each QT that has One (1) or Two (2) absences for the current school year.

C. [$15,000 (SCS) / 30 (QT) X .50] = $250 incentive to be paid on the June 15, 2020 paycheck for the 2019-2020 school year to each QT that has Three (3) or Four (4) absences for the current school.

If the Board changes the rate of substitute pay, the expenditure cost will be proportionally adjusted to accommodate the substitute pay rate change. If payment of the incentive to a teacher in any given year will cause the District to incur a 6% "TRS excess salary contribution", then such payment will not be earned by the teacher until the teacher retires on the date included in the teacher's retirement notice and then such payment will be made post retirement no later than sixty (60) calendar days after the teacher received his/her final compensation from the District. If the teacher retires earlier than the date included in the retirement notice, he/she forfeits the attendance incentive payment.

b. Sick Leave Bank

The Sick Leave Bank is a voluntary bank of sick leave days, administered exclusively by the Union's sick leave bank committee, which may be used for serious illness only by participating certified and non-certified staff. The employer and union agree that the employer shall, pursuant to the direction of the Union's Sick Leave Bank Committee, accept donations of employee's sick days to the sick leave bank, shall hold these days, and further, pursuant to the direction of the Union's Sick Leave Bank Committee, and subject to the availability of days in the sick leave bank, distribute days from the sick leave bank.

The Union shall indemnify, defend and hold the District harmless from any and all claims, liabilities, suites, disputes, grievances and litigation, in any administrative or judicial form, related to any and all Union decisions concerning employee membership in the sick leave bank, award or denial of sick leave bank days, medial or personal information requested, used or maintained in administering the sick leave bank, and any and all other aspects of, and decisions related to, the establishment and operations of the employee sick leave bank program.

c. Funeral Leave

Employees are eligible to use sick leave for the death of an immediate family member in accordance with the Illinois School Code, 105 ILCS 5/24-6, but the first day of leave will be paid and not charged to sick leave.

d. Custodian Vacation

Vacation shall accrue at the following rates for full time forty hour per week 12-month custodians for the effective period of this Agreement:

Beginning with the first year of employment:	5 days
Beginning with the second year of employment:	10 days
Beginning with the fifth year of employment:	15 days
Beginning with the fifteenth year of employment:	20 days

The vacation days will be awarded to the employee and available for use at the start of the 12 month work year, but vacation is earned based on working the full year (12 months). In the event the employee's employment ends, for any reason, prior to working the full 12 months, the employee's vacation days shall be prorated based on the number of workdays worked in that year (260 workdays in a year). If the employee used more vacation days than he/she earned at the time his/her employment ended, the employee authorizes the District to deduct the overpayment of vacation days from his/her final payroll check.

Vacation must be used within 12 months from the date it is awarded and shall not carryover to the next year and any unused vacation days shall be forfeited.

When a holiday falls during the vacation period of an employee, that holiday does not count as a day of vacation.

Requests to use vacation time must be submitted to the Building Principal or his/her designee no later than ten (10) working days in advance. The Principals decision to approve or deny the request shall be final.

Upon an employee's separation from employment with the District for any reason, the employee shall be compensated for any earned but unused vacation days at the rate of his/her current salary at the time his/her employment ends. The Union and Board agree that the payment of any earned but unused vacation days upon the employee's separation from employment shall not cause the employee's IMRF creditable earnings to exceed 6% or 1½ times the Consumer Price Index-Urban (CPI-U), whichever is higher, over his/her previous year's IMRF creditable earnings. Any vacation pay that would cause the employee to exceed the 6% or CPI-U limit, whichever limit is applicable, shall be paid to the employee post-employment, i.e. sixty five (65) days after his/her last day of employment.

e. Paid Holidays:

Full time 12 month custodians shall be entitled to the following paid holidays but only if the holiday does not fall on a school attendance day:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Thanksgiving Day
5. Day after Thanksgiving
6. Christmas Eve
7. Christmas Day
8. New Year's Day
9. Martin Luther King, Jr. Day
10. Memorial Day
11. Veteran's Day
12. President's Day
13. Good Friday

f. Overtime and Work Schedules/Assignments:

Overtime for custodians will be assigned on a rotating basis by seniority. The first opportunity for overtime will be assigned to the most senior employee, the next opportunity for overtime will be assigned to the next senior employee, and so on. Once the seniority list is exhausted, the assignment of overtime is reset and assigned to the most senior employee. If all custodians decline the opportunity for overtime, the work shall be assigned to the custodian with the least seniority that is available. Overtime pay shall be calculated and paid in accordance with state and federal law.

The administration will continue to establish the work schedules/assignments, but agrees to informally meet with custodians to discuss possible scenarios for days requiring custodial attendance on non-student attendance days.

Section 7. Bargaining unit members with four (4) consecutive years of employment may be granted a maximum of one (1) school year leave for reasons acceptable to the Board. Upon return to the school, they shall be placed in an available position for which they are qualified. Any leaves, when granted, shall be on an individual basis, arranged for between the Individual and the Board.

Bargaining unit members granted leaves of absences shall notify the Board of Education on intent to return to full time assignment for the following year by March 1, during the year of the leave. Written requests for leaves of absence without pay shall be made to the Board within a reasonable amount of time; prior to the desired leave.

Section 8. Unpaid Leaves of Absence may be granted for:

a. Advanced study leading to a degree in an approved university;

b. Educationally related travel, if the applicant provides an itinerary and an explanation of how such travel will improve the educational program at Wolf Branch School.

c. Other reasons acceptable to the Board, but at the Board's sole discretion.

Section 9. One board packet, including the agenda, will be made available electronically to the WBAT Officers as soon as possible before each Board meeting. During the months of June, July, and August, the WBAT Officers shall be notified by the Board Secretary of all special meetings.

Section 10. Salary Schedules and Stipend Schedules

a. For the 2020-2021 contract year, salaries shall be increased as follows:

Certified Staff: One step for teachers eligible for step, plus 1% increase on each cell.

Non-Certified Staff: 3.5% increase in hourly rate of pay

b. For the 2021-2022 contract year, salaries shall be increased as follows:

Certified Staff: One step for teachers eligible for step, plus .5% increase on each cell.

Non-Certified Staff: 3.0% increase in hourly rate of pay

c. Pre-K teachers (IMRF employees) shall be paid based on the teachers' salary schedule and will receive credit on the schedule for educational experience and step movement in the same manner as certified teachers.

d. Starting hourly rate of pay for non-certified positions for the duration of this contract are set forth below:

Custodians:	$11.75
RtI Aides/Coaches:	$15.00
Teacher Assistants:	$12.00
Pre-K Aides:	$12.00
Personal Care Aides:	$12.00
Maintenance:	Established by the Board of Education

e. The Board will contribute the teachers required contribution to TRS up to a maximum of 9.0%, plus any TRS cost factor charged to the Board for paying the contribution on behalf of teachers, and up to a maximum of 1.02% toward the member THIS Fund contribution of the teachers' credible earnings including stipend salary. The extra-curricular activities shall receive pay according to the stipend schedule and all vacancies shall be posted.

f. Stipends will be divided by the number of payments in the annual pay cycle, unless the teacher receiving the stipend has notified the bookkeeper prior to September 1 of his/her choice to receive the entire stipend as a lump sum at the end of the season specific to the stipend. If a teacher resigns his/her stipend duty prior to the end of the season, and has elected to receive a lump sum specific to the stipend, the teacher will be paid the prorated amount If a teacher resigns his/her stipend duty prior to the end of the season, and is receiving equal payments each pay period, the bookkeeper will calculate if the teacher is entitled to additional funding up to the prorated amount, or if teacher will be required to reimburse the district for amounts paid greater than the prorated amount.

g. Part-time teachers will be compensated on a pro-rated basis according to their work schedule and degree and placement. For example, if a part-time teacher is employed to teach four periods per day, the teacher will be paid 50% of the annual, full-time salary.

Section 11. The Superintendent shall meet as needed with the Union's officers to discuss issues related to this agreement. These meetings shall be informal and are intended to address issues which arise and the parties do not intend that the meetings are bargaining meetings or that understandings reached at the meetings are bargaining agreements.

Section 12. Not later than three (3) weeks prior to the start of school, teachers will be notified of their tentative teaching assignments, tentative schedule and, when possible, a tentative class list In the event changes are necessary, the teacher(s) will be notified as soon as possible.

ARTICLE IV. RETIREMENT PLAN

Section 1. A retirement program will be offered to the employees of Wolf Branch School District 113 covered under this CBA. To qualify for this program, an employee must be eligible to retire with TRS or IMRF, as applicable.

Section 2. An employee may elect the Wolf Branch Retirement Program that will be paid over a period of up to four fiscal years prior to the employee's effective retirement, provided the employee submits an irrevocable written notice of retirement to the Superintendent by January 15. (An employee giving a one year notice must submit his/her letter on or before January 15 of his/her last year of employment. An employee giving a two-year notice must submit his/her letter of retirement on or before January 15 one year before his/her last year of employment.

An employee giving a three-year notice must submit his/her letter of retirement on or before January 15 two years before his/her last year of employment.) An employee giving a four-year notice must submit his/her letter of retirement on or before January 15 three years before his/her last year of employment)

Section 3. Total payment due under the Wolf Branch Retirement Program will be calculated as follows for certified staff:

Service Completed in District 113 on the Effective Date of Retirement	Retirement Program Payment
10-14 years	$9,000
15-19 year	$12,000
20 or more years	$20,000

Section 4. Total payment due under the Wolf Branch Retirement Program will be calculated as follows for non-certified staff:

Service Completed in District #113 on the Effective Date of Retirement	Retirement Program
10-14 years	$2,000
15-19 years	$4,000
20 or more years	$6,000

Section 5. For certified staff, this retirement program payment may be paid in two forms – i) TRS creditable earnings and/or ii) a retirement severance payment – and shall be paid according to the following procedures:

a. A calculation will be made comparing the employee's creditable earnings of the immediately previous year with his/her creditable earnings of the year he/she gave notice. If such creditable earnings are less than 106% of his/her creditable earnings of the previous year, that portion of the retirement program payment necessary to increase his/her creditable earnings to 106% shall be paid to the employee in his/her last regular paycheck of the first notice year. However, if the legislature lowers the 6% allowable rate to a lower rate and this contract is not grandfathered and exempt from the change, the allowable rate for the retirement benefit under this provision shall be reduced from 6% to the allowable rate that is permissible which does not result in the District paying any additional pension costs to TRS.

b. For each succeeding year of the notice period, where there exists a balance of the program payment to be made, a comparison will be made between the employee's creditable earnings of the previous year and the current year. That portion of the program payment necessary to increase the employee's creditable earnings for the current year to 106% will be paid to the employee as creditable earnings in his/her last regular paycheck of the current year. In any succeeding year if the balance of program payment due is less than the amount needed to increase the employee's creditable earnings to 106%, then only the amount remaining will be paid to the employee as creditable earnings in the current year. However, if the legislature lowers the 6% allowable rate to a lower rate and this contract is not grandfathered and exempt from the change, the allowable rate for the retirement benefit under this provision shall be reduced from 6% to the allowable rate that is permissible which does not result in the District paying any additional pension costs to TRS.

c. In the event the entire program payment due the employee is not paid as creditable earnings during the notice period, the remaining balance will be paid to the employee as a severance payment. Such payment shall be made within ten (10) days after the employee's last workday and/or receipt of his/her last regular paycheck, whichever comes last. This severance payment will not be treated as creditable earnings under TRS.

Section 6. For non-certified staff, this retirement program payment may be paid in two forms – i) IMRF creditable earnings and/or ii) a retirement severance payment – and shall be paid according to the following procedures:

a. A calculation will be made comparing the employee's creditable earnings of the immediately previous year with his/her creditable earnings of the year he/she gave notice. If such creditable earnings are less than 6% or 1½ times the Consumer Price Index-Urban (CPI-U), whichever is higher, than his/her creditable earnings of the previous year, that portion of the retirement program payment necessary to increase his/her creditable earnings to 6% or 1½ times the Consumer Price Index-Urban (CPI-U), whichever is higher, shall be paid to the employee in his/her last regular paycheck of the first notice year. However, if the legislature lowers the 6% or Consumer Price Index-Urban (CPI-U) rate to a lower rate and this contract is not grandfathered and exempt from the change, the allowable rate for the retirement benefit under this provision shall be reduced the allowable rate that is permissible which does not result in the District paying any additional pension costs to IMRF.

b. For each succeeding year of the notice period, where there exists a balance of the program payment to be made, a comparison will be made between the employee's creditable earnings of the previous year and the current year. That portion of the program payment necessary to increase the employee's creditable earnings for the current year to 6% or 1½ times the Consumer Price Index-Urban (CPI-U), whichever is higher, will be paid to the employee as creditable earnings in his/her last regular paycheck of the current year. In any succeeding year if the balance of program payment due is less than the amount needed to increase the employee's creditable earnings to 6% or 1½ times the Consumer Price Index-Urban (CPI-U), whichever is higher, then only the amount remaining will be paid to the employee as creditable earnings in the current year. However, if the legislature lowers the 6% or Consumer Price Index-Urban (CPI-U) rate to a lower rate and this contract is not grandfathered and exempt from the change, the allowable rate for the retirement benefit under this provision shall be reduced the allowable rate that is permissible which does not result in the District paying any additional pension costs to IMRF.

c. In the event the entire program payment due the employee is not paid as creditable earnings during the notice period, the remaining balance will be paid to the employee as a severance payment. Such payment shall be made on or after sixty five (65) calendar days after the employee's last workday. This severance payment will not be treated as creditable earnings under IMRF.

ARTICLE V. SENIORITY

Section 1. For all full-time certified teachers, the seniority date shall be based on the date the Board of Education awards tenure for the certified teacher.

Section 2. In case of a tie between two or more certified teachers, the initial date of continuous employment by the Board of Education shall determine their placement

Section 3. In case of a tie in the initial date of continuous employment, the order in which the certified teacher appeared on the employment list on the Board of Education Agenda shall be the determinant.

Section 4. Adjustments to the seniority list are to be made on periods of absences in excess of five (5) unpaid working days except for military service. All adjustments will be made on a 185 day school calendar.

Section 5. For all non-certified members, the seniority date shall be based on their first date of employment in a job classification, with seniority prorated for part-time employees. In the event of a tie in seniority, the Superintendent and Union President will draw lots to determine the order of seniority. The job classifications are as follows:

Teacher Assistants
Custodians
Maintenance
Pre-K Teachers
Pre-K Aides
RtI Aides/Coaches
Personal Care Aides

Seniority earned in one job classification shall not transfer to another job classification.

An employee moving from one job classification to another job classification shall start earning seniority in the new job classification on the first workday in the new job classification.

Previously earned seniority in a job classification shall not be lost, but will be frozen when the employee departs that job classification.

Upon an employee's separation from employment, the employee shall lose all earned seniority in all job classifications in which seniority was earned. However, an employee honorably dismissed under a RIF will have his/her earned seniority frozen and retained during the period of his/her recall rights. If the employee is recalled during his/her recall period, seniority will start to accrue in the job classification to which the employee was recalled. If the employee is not recalled during his/her recall period, all earned seniority shall be forfeited.

ARTICLE VI. REDUCTION IN FORCE

Section 1. All reductions in force for certified and non-certified staff will comply with the Illinois School Code.

ARTICLE VII. RECALL OF STAFF

Section 1. Teachers and non-certified employees shall have recall rights consistent with the Illinois School Code. Failure to respond within 20 calendar days after receipt of a certified letter

of recall will result in termination of the bargaining member's right to recall.

ARTICLE VIII. GRIEVANCE PROCEDURE

Section 1. A "grievance" shall mean, only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

Section 2.

a. Every bargaining unit member covered by this Agreement shall have the right to present grievances in accordance with these procedures.

b. Failure of a bargaining unit member (or, in the event of an appeal to arbitration by the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits, shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

c. It is agreed that any investigation or other handling or processing of any grievance by the grieving bargaining unit member shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving bargaining unit member or of the teaching staff.

Section 3.

a. First Step. An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his or her principal. (In the event the district does not employ a principal, substitute the word Superintendent).

b. Second Step. If the grievance cannot be resolved informally, the aggrieved bargaining unit member or Union shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal written grievance at the Second Step must be within fifteen (15) school days from the date of the occurrence or the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the teacher and the Superintendent within fifteen (15) school days after receipt of the grievance. The procedures are the same except the word Superintendent shall replace the word principal, in the event no principal is employed by the District.

c. Third Step. In the event a principal is employed, the following procedure shall be used: In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved bargaining unit member shall file, within fifteen (15) school days of the principal's written decision at the Second Step, a copy of the grievance with the Superintendent, within 15 school days after such written grievance is filed. The aggrieved and the Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) school days of the Third Step grievance meeting and communicate it in writing to the teacher and the principal.

d. Fourth Step. If the grievance is not resolved satisfactorily at this point, there shall be available a Fourth Step of impartial binding arbitration.

e. The Association may submit, in writing, a request on behalf of the Association and the grieving bargaining unit member to the Superintendent within thirty (30) school days from receipt of the previous step, answer to enter into arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within seven days, the American Arbitrator Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. A coin shall be tossed by a Board member and the call made by the grievant/WBAT/representative to determine the order of rejection. The remaining name shall be the Arbitrator. The decision of the Arbitrator shall be binding on both parties on grievances filed under the terms of this grievance class.

f. Expenses for the arbitrator services shall be borne equally by the Association and the School District.

g. The arbitrator, and his opinion, shall not amend, modify, nullify, ignore, or add to, the provisions of the agreement. His authority shall be strictly limited to deciding only the issue, presented to him in writing by the School District and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relative language of the agreement.

Section 4. If the Association or any employee files any claim or complaint in any forum other than under the grievance procedures of the Agreement, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE IX. NO STRIKE - NO LOCKOUT

Section 1. During the term of this Agreement and any extension thereof:

a. The Board shall not lock out its employees, and;

b. No employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the School District's premises, any strike, slowdown or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District.

Section 2. In the event of any violation or violations of any of Section 1 Part (b) of this article by the Association, its members or representatives, or by any employee:

a. Any violating employee shall be subject to discipline or discharge as determined appropriate in the sole and unilateral discretion of the Board.

b. The Association shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violations.

ARTICLE X. EMPLOYER RIGHTS

Section 1. Employers shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees.

Section 2. It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board.

ARTICLE XI. WAIVER OF ADDITIONAL BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties that the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the School District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice, or custom to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement or with respect to any subject matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XII. EFFECT OF AGREEMENT

Section 1. The terms and conditions set forth in this Agreement represent the understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

Section 2. 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 renegotiated within said school year. The remaining articles, sections, and clauses shall remain in full force and effect.

ARTICLE XIII. DUES DEDUCTIONS

The Board shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments or fees. The District shall pay the fees to the Union within ten (10) days of the date they are deducted from the employees' salaries. Dues deduction authorizations shall remain in effect unless and until they are revoked in writing per the Union membership card procedures.

The Union shall indemnify the Board for any damages and reasonable costs incurred for any claims made by employees for deductions made in good faith reliance on information provided to it by the Union, as required by the Illinois Educational Labor Relations Act (115 ILCS 5/11).

ARTICLE XIV. TERMS OF AGREEMENT

This Agreement shall be effective the first day of the 2020-2021 school year and shall continue in effect until the day prior to the first day of the 2021-2022 school year.

This Agreement is signed this 23 day of 2020.

FOR THE TEACHERS ASSOCIATION:

Stephanie Maddox

FOR THE BOARD OF EDUCATION:

Exhibit D - Stipend Schedule/Activity Assignments

Schedule 1	Schedule 2	Schedule 3	Schedule 4
Athletic Director	Boys Basketball (A Team) Boys Basketball (B Team) Girls Basketball (A Team) Girls Basketball (B Team) Cheerleading Girls Volleyball	Baseball Softball	Boys Track Girls Track Co-ed Soccer
Schedule 5	**Schedule 6**	**Non-Scheduled Activities**	
Boys Volleyball Boys Basketball (C Team) Boys Basketball (D Team) Girls Basketball (C Team) Girls Basketball (D Team)	Bowling Wrestling Dance Cross Country	Art Club MS Band MS Vocal ES Vocal Fall Play Operetta/Play 1 Operetta/Play 2	Odyssey of the Mind Team Pianist Scholar Bowl Model United Nations Chess Student Council 1 Student Council 2 Math Team

Sports Schedule						
Consecutive Years	**Year 1**	**Year 2-3**	**Year 4-5**	**Year 6-7**	**Year 8-9**	**Year 10+**
	Base	**4%**	**4%**	**4%**	**4%**	**4%**
Schedule 1	$4,200	$4,368	$4,543	$4,724	$4,913	$5,110
Schedule 2	$2,400	$2,496	$2,596	$2,700	$2,808	$2,920
Schedule 3	$2,200	$2,288	$2,380	$2,475	$2,574	$2,677
Schedule 4	$2,000	$2,080	$2,163	$2,250	$2,340	$2,433
Schedule 5	$1,800	$1,872	$1,947	$2,025	$2,106	$2,190
Schedule 6	$1,600	$1,664	$1,731	$1,800	$1,872	$1,947

Clubs Schedule					
Consecutive Years	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
8th Grade	$349.86	$436.86	$520.86	$609.86	$698.86
Art Club	$649.33	$740.33	$821.33	$881.33	$941.33
Band Sponsor (5)	$1,182.18	$1,342.18	$1,495.18	$1,709.18	$1,923.18
Band Sponsor (6-8)	$1,700.00	$1,901.00	$2,092.00	$2,359.00	$2,626.00
Chess	$487.76	$538.76	$589.76	$640.76	$691.76
Fall Play	$656.88	$744.88	$829.88	$931.88	$1,033.88
Math Team	$349.86	$436.86	$520.86	$570.86	$620.86
Model United Nations	$649.33	$740.33	$821.33	$881.33	$941.33
Odyssey of the Mind Team	$649.33	$740.33	$821.33	$881.33	$941.33
Operetta/Play 1	$974.10	$1,110.10	$1,231.10	$1,411.10	$1,591.10
Operetta/Play 2	$974.10	$1,110.10	$1,231.10	$1,411.10	$1,591.10
Pianist	$649.33	$699.33	$749.33	$929.33	$1,109.33
Scholar Bowl	$649.33	$740.33	$821.33	$881.33	$941.33
Student Council 1	$656.88	$744.88	$829.88	$931.88	$1,033.88
Student Council 2	$656.88	$744.88	$829.88	$931.88	$1,033.88
Vocal Music (ES)	$1,182.18	$1,342.18	$1,495.18	$1,709.18	$1,923.18
Vocal Music (6-8)	$1,476.96	$1,677.96	$1,868.96	$2,135.96	$2,402.96

Placement of a coach on the Sports Schedule will be based on their years experience as a hired coach at Wolf Branch, specific to the sport that he/she is hired to coach.

Pay Scale for:

Scorekeepers - $15/event
Time Clock Operators - $15/Event
Ticket Takers - $15/Event (If deemed necessary by the Administration)
Event Supervision - $30/Event (If deemed necessary by the Administration)

Non-Faculty coaching/sponsor positions earn Base 1 Salary of that Sport/Activity and do not move across the Schedule.

Teachers at Wolf Branch who apply for an open coaching/sponsor position shall be highly considered prior to posting a position externally.

Longevity is established to reward coaches/sponsors/advisors for their years of service in the same activity or sport at Wolf Branch. Longevity is capped at ten (10) years of service for all coaching positions and five (5) years of service for all club sponsor positions.