

CONTRACT AGREEMENT

Between the

WILLIAMSFIELD EDUCATION ASSOCIATION

and the

WILLIAMSFIELD COMMUNITY UNIT SCHOOL DISTRICT #210

2009-2010

2010-2011

2011-2012

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ARTICLE 1

Recognition

1. The Williamsfield Community Unit School District agrees to recognize the Williamsfield Education Association (WEA) for negotiation purposes to represent eligible full-time and part-time certified teachers insofar as no less than the majority of full-time and part-time Williamsfield teachers are maintained as members of that organization. Concurrent recognition is given to the WEA's affiliation with the Illinois Education Association and the National Education Association.
2. Such representation shall exclude the superintendent and principals.
3. The Board agrees not to negotiate with any other teacher's organization, individual teacher, or group of teachers with regard to mandatory subjects of bargaining pursuant to the law unless otherwise provided for in the Agreement or unless agreed to by the parties during the term of the Agreement.

ARTICLE 2

Negotiations Procedures

1. Not later than April 2012, the Board agrees to begin negotiations with the Association over a successor agreement.
2. Negotiations guidelines:
 - A. The WEA will deliver a list of items to be bargained to the Board at least one day prior to the regular April 2012 , board meeting.
 - B. The Board will deliver a list of items to be bargained to the WEA two days after the regular April 2012, board meeting.
 - C. Both parties will exchange an initial list of financial items two days after the regular April 2012, board meeting.
 - D. Bargaining sessions will begin within two weeks after the regular April 2012, meeting.

- E. Negotiations will take place on three days agreed to by the WEA and Board of Education.
 - F. Neither side will use outside negotiators during the first three (3) days of bargaining if both sides mutually agree to this procedure. The W.E.A. and the board may bring one observer to the bargaining table.
 - G. Both sides agree to negotiate language items first. Financial items will be negotiated after agreement is reached on language items.
 - H. If contract settlement is not reached by the end of the third day of the expedited sessions, an attempt will be made by both sides to reach an agreement within fifteen (15) days after the last day of expedited bargaining. If no agreement is reached at that time, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide services of a mediator. Should FMCS be unavailable, the parties shall commence discussion as to a replacement.
- 3. Each party shall elect its own representatives. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to reach a tentative agreement.
 - 4. There shall be two (2) signed copies of any final agreement. One copy shall be retained by the Employer and one by the Association.
 - 5. Within thirty (30) calendar days after the chief negotiators have approved the draft copy, the Board shall make available two copies of the new contract to the WEA and two copies to the Board. The WEA shall produce any additional copies needed for distribution to their membership and the Board shall produce any copies needed for Board use.
 - 6. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3

Association Rights

- 1. A copy of the school board agenda and supporting information, excluding confidential information, will be provided to the president of the Association at the Board of Education office on the Friday prior to each regularly scheduled board meeting.
- 2. The Association president shall be notified of special board meetings and their purpose.

3. Names and addresses of newly hired teachers shall be provided to the Association as soon as possible after their employment subject to the approval of the teacher, and the newly hired teacher will be given the name and address of the WEA president. The Association may be included on the new teacher orientation agenda.
4. A number of days, not exceeding two (2) in total, with pay, will be available to the Association to send representatives to local, state, or national conferences. The WEA will pay for one (1) day of substitute teacher pay. A written notification, submitted no fewer than seven (7) days prior to an intended day's use shall be forwarded to the superintendent by the president of the Association.
5. The rights granted herein to the Association shall not be granted or extended to any competing teacher organization.
6. The Association may utilize school facilities and specified equipment when approved by the appropriate administrator in accordance with the following terms:
 - A. Equipment—computers, typewriters, copy machines, phones for non-toll calls, the bulletin board in the teachers' lounge, and school mailboxes. The Association shall provide paper for copy machines and/or pay the District the established per copy charge for Association use of photocopying machines.
 - B. 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. All meeting areas shall be approved by the superintendent. Whenever special custodial service is required, the Board may make a reasonable charge for this service.
7. The WEA may use the copy machine in the superintendent's office to make one copy of the most recent budget and Annual Financial Report at no cost to the WEA. The WEA will be notified when the Annual Financial Report is available to be copied.
8. After completion of the Annual Illinois Teacher Salary sheets the superintendent will allow the WEA president or designated WEA officer to peruse and sign prior to submission.
9. A copy of all teaching or extra-curricular vacancies shall be posted in the superintendent's office and a copy shall be provided to the WEA president at least five days prior to filling such vacancies, except in case of an emergency.

ARTICLE 4

Fair Share

1. Beginning with the 2005-06 contract year and subject to the limitations found in Paragraph 6 of this Article, each employee covered by this contract, 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. New members may voluntarily join the Association during their first two years of employment in the District.
2. In the event that the employee 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.
3. Such fee will be paid to the Association by the Board along with members' dues.
4. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with the Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided that 1) the Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and, 2) the Employer gives full and complete cooperation to witnesses and makes relevant information available at both trial and all appellate levels.
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 compliance with the Article. It is expressly understood, however, that this hold 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 the Article.
6. New employees will not be subject to this provision until such time as they have begun their third year of employment with the District.

Hire Year

2009-2010
2010-2011
2011-2012

Subject to Fair Share in:

2011-2012
2012-2013
2013-2014

7. Part-time employees covered by this Agreement will pay a prorated fair share rate to the Association.
8. The obligation to pay a fair share will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association.

Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Education Labor Board.

ARTICLE 5

Dues Deduction

1. Upon timely receipt of an authorization signature from a new Association member, the Board will deduct from such member's pay the current dues of the Association.
2. The Board shall deduct applicable dues from the regular salary checks of Association members over the first 20-22 pay periods as requested by the Association beginning in September of each school year. Such dues will be remitted to the Association's account by direct deposit by the last business day prior to payday. Amount deposited will be given to the designated Association treasurer by the following day.

ARTICLE 6

Calendar Year / Work Day / Work Hours

1. The school calendar shall consist of no less than 185 days to ensure 176 days of actual pupil attendance provided that any days allowed by law for teachers' institute but not used as such shall increase the actual days of pupil attendance by the number of days not so used.
2. When school is closed in the event of severe inclement weather or when otherwise prevented by an act of God, teachers shall not be required to report for duty.
3. The normal workday shall be from twenty (20) minutes before the beginning of classes until fifteen (15) minutes after dismissal. The length of the present school day will not be altered drastically. Employees shall not be required to remain past the normal teacher's day except for:
 - A. Altered bus schedules
 - B. Teachers' meetings
 - C. Scheduled appointments with parents

- D. Curriculum meetings
 - E. Open House
 - F. Emergency situations, which endanger student welfare or safety, which require employees' presence as determined by the superintendent
 - G. Detention room duty
4. Employees that are unable to fulfill the obligation of the normal workday as outlined in number three above are expected to notify the Superintendent in advance. Failure to do so may result in a minimum ½ sick day or personal day at the Superintendent's discretion to account for said absences.
 5. Employees with extra-duty assignments shall remain to perform their respective duties.
 6. All teachers shall be entitled to no less than a thirty (30) minute duty-free lunch period.
 7. Every effort will be made to provide adequate preparation time during the school day for teachers who are asked to present at District #210 meetings.

ARTICLE 7

Teacher Assignments

1. The Board will attempt to give notice of teacher assignments by June 30 for the coming year.
2. No middle/high school teacher will be required to teach more than three periods per four period day or six periods per eight period day while eight block scheduling is in effect. Any change to this teaching load agreement will be negotiated between the Board and the Association.
3. Teachers who are asked by the administration and agree to teach an extra class will be compensated an additional 1/8 of his/her salary.
4. Each full-time middle/high school teacher will have a duty during the activity period. Duties will be as evenly distributed as possible.
5. Before the end of the current school year, a meeting will be held to create the following year's schedule between the administration and an elementary scheduling committee consisting of at least three (3) of the following:
 1. Elementary teachers
 2. Special teachers (Fine Arts, P.E., Library)
5. Elementary teachers will receive no less than 300 minutes of plan/prep time free of any student supervision within a normal scheduled five-day week. Plan/prep time will be

- adjusted accordingly when the daily or weekly schedule is shortened from the normal daily or weekly school schedule.
6. The Work Relations Team should meet a minimum of once per quarter.
 7. Teachers assigned Edunet classes will be compensated with additional prep time in the following manner:
 1. If a teacher is assigned one Edunet class, they will receive a duty free study hall with the exception of previously scheduled meetings.
 2. If a teacher is assigned two or more Edunet classes, they will receive an extra prep period. If an extra prep period is not available, the effected teacher will be paid an additional 1/8 of their salary.
 9. The Ag teacher will be paid through a ten and a half (10.5) month contract for purposes of FFA and SAE activities.

ARTICLE 8

Teacher Evaluation

1. The plan of professional evaluation as approved by the State Board of Education shall be the one used for teacher performance assessment purposes.
2. This plan of professional evaluation shall not be modified in whole or in part except by written mutual agreement between the WEA and Williamsfield Community Unit School District #210, with the exception of changes required by the Illinois State Board of Education.
3. The Association will appoint its representatives to meet at least once a year to review with the administration any concerns, problems, or proposed changes to the evaluation plan.

ARTICLE 9

Grievance Procedures

1. A grievance is a claim made by the Association, an employee or group of employees involving an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.
2. All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of weekdays.
3. Nothing contained herein shall be construed as to limit the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having

- the grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.
4. The parties hereto acknowledge that it is usually most desirable for the teacher and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the teacher, the grievance shall be processed exclusively as follows:
 - A. Step 1 - The grievant shall present the grievance within ten (10) days of when the grievant reasonably should have known of the occurrence of the event giving rise to the grievance, specifying the article and clause alleged to have been violated and stating the remedy sought to the immediately involved supervisor. The supervisor shall provide a written answer to the grievance of the aggrieved teacher within ten (10) days after the receipt of the grievance.
 - B. Step 2 - If the grievance is not resolved at Step 1, the aggrieved may refer the grievance to the superintendent, or his representative within ten (10) days of the meeting, the grievant shall be provided with the superintendent's (or his representative's) written response.
 - C. 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 grievant may submit the grievance to final and binding arbitration under the Voluntary Labor Association, which shall act as administrator of the proceedings. 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.
 5. 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.
 6. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the School District and the Association, and his decision must be based only upon his interpretation of the meaning or application of the express relevant language of the Agreement.
 7. Each party shall bear the full costs for its representation in the grievance procedure.
 8. 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.
 9. Each party shall share equally costs of the arbitrator and the AAA.

10. Failure of an 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.
11. Any investigation, handling, or processing of any grievance by any grievant shall be conducted so that instructional programs and related work activities of the grievant or the teaching staff are not interrupted.
12. Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2 if mutually agreed upon by the employee and the superintendent.
13. Class grievances involving one or more teachers may be initially filed by the Association at Step 1.
14. No teacher shall be required to discuss any grievance if the Association's representative is not present, if one is requested.
15. No reprisals shall be taken by the Board or the administration against a teacher because of his participation in a grievance.
16. With the superintendent's approval, the grievant may be released from his/her regular assignment without loss of pay or benefits to attend the meetings specified in Section 4.
17. A grievance may be withdrawn at any level without establishing precedent.

ARTICLE 10

Employee Discipline

Teachers will be orally notified upon issuance of written reprimands that are placed in their file and be able to place therein reactions to any of its contents. Suspensions not preliminary to dismissal will be for just cause.

ARTICLE 11

Placement of Material in File

The teacher shall have an opportunity, during the regular hours of the business day with prior notice and in the presence of office personnel, to review the contents of his or her personnel file and place therein written reactions to any of its contents. Teachers shall be

notified of additions, corrections, or deletions to their file orally and in written form within two (2) school days upon placement of any material in a teacher's personnel file.

ARTICLE 12

Class Size

The Association shall monitor class size and will address any concern to the administration and the Board.

ARTICLE 13

RtI

1. Teachers who are required to fulfill RtI obligations, which are directly due to student needs and participated in outside of the established contract work day, will be compensated at the rate of \$20.00 per hour.

ARTICLE 14

CPDU's/Professional Development

1. Written certification of CPDU's earned at in-services will be received no later than five (5) school days after an in-service.
2. Teachers will be able to request professional development workshops of their choice.

ARTICLE 15

Paid Leaves

1. Sick leave:
 - A. Regular certificated staff shall be entitled to eleven (11) days of sick leave per year. Accumulation of unused sick days is unlimited. Upon retirement from the Williamsfield School District, sick days accumulated toward the 340 day TRS allotment may be used for retirement or an employee may receive thirty dollars (\$30) per day for each day accumulated past 170 that are not used for retirement.

- B. Sick leave shall be interpreted to mean personal serious illness, quarantine at home, or serious illness or death in the immediate family. The principal/superintendent shall monitor the use of employees' sick leave.
 - C. 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, legal guardians, and uncles and aunts.
 - D. Two of the eleven entitled sick leave days may be used as bereavement days for deaths outside of the "immediate family."
 - E. The employer shall furnish each teacher with a written statement at the beginning of each work year setting forth the total sick leave credit accumulated.
 - F. 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.
 - G. If an employee exhausts accumulated sick leave and personal days because of injury or illness, other employees may volunteer to contribute one day of sick leave each to extend the sick leave days. The employee if able must make the request in writing to the superintendent. The superintendent or designee will then survey the employees for contributions of sick days. Donated days cannot be accumulated. Surplus accumulated days will be returned by a lottery. Names of teachers donating will be randomly drawn in the presence of the superintendent and W.E.A. president.
2. Personal/Emergency Leave
- A. Professional staff shall have one (1) personal leave day subject to the following conditions:
 - 1) At least seven (7) days prior, written notice must be given to the principal.
 - 2) No days may be used immediately before or immediately following a holiday unless prior approval is granted by the Superintendent of Schools.
 - 3) Such personal leave may not be used in increments of less than one-half day at a time.
 - 4) Personal/special leave cannot be used during the first week and last week of the school year without written permission of the superintendent. The superintendent retains the prerogatives to approve or disapprove all such requests.

5) No more than two (2) employees may be granted personal leave for the same day.

6) If the days are not used, they shall be added to accumulated sick days at the end of the school year and included in the written statement of total sick leave.

B. Professional staff shall also have one (1) personal emergency day per year for use during actual emergencies. The determination of the validity of the need for use shall be ascertained by the superintendent. If unused, the personal emergency day shall be added to the employee's accumulated sick leave.

C. In addition to the one (1) personal day and one (1) personal emergency day, each professional employee shall have one (1) additional day which shall be used at the employee's discretion as either a personal day or personal emergency day with the same restrictions as are found in Sections A and B above. If unused, this additional day shall also be added to the employee's accumulated sick leave.

3. Jury Duty Leave

A. Any employee called for jury duty during school hours, shall be paid his/her full salary for such time and suffer no loss of benefits, provided that compensation received for such duty shall be in turn forwarded to the school district.

B. Any teacher subpoenaed to testify in court during working hours shall be paid his/her full salary for such time and suffer no loss of benefits, provided that compensation received for such duty shall be in turn forwarded to the school district.

4. Workers Compensation

Compensation during an absence due to injury or illness incurred in the course of the teacher's employment shall be administered by the provisions of Worker's Compensation. The employer will pay the difference between Worker's Compensation and the teacher's per diem pay with a deduction of one-third (1/3) sick leave day for each day of absence, if the teacher has accumulated sick leave.

ARTICLE 16

Unpaid Leaves

1. Leaves of absence without pay may be granted to tenured teachers who have rendered a 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.
2. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one year may be granted to tenured teachers according to the following conditions.
 - A. Written requests for leaves of absence without pay would be made at least ninety (90) days before the leave is desired, subject to approval by the Board.
 - B. Dates of departure and return must be acceptable to the administration and determined prior to initiating the requests.
 - C. The employee shall inform the superintendent of his/her intent to return to a similar position not later than March 16. If employee fails to inform the superintendent prior to March 16, the employee waives his/her right to future employment in the District.
 - D. Leaves of less than one month, if acceptable and approved by the superintendent, will not require Board approval nor three months notice.
 - E. During the period of approved leave, continuation of insurance benefits will be available provided the employee pays the monthly rate of the group's insurance during the leave period.

ARTICLE 17

Expense Reimbursement

1. The Board shall establish reimbursement rates for approved professional duty related expenses.
2. Upon prior approval by the superintendent, teachers shall be reimbursed for each credit hour at a rate listed in the following table:

<u>Year</u>	<u>Rate per Credit Hour</u>
2009-2010	\$140
2010-2011	\$150

2011-2012

\$160

The superintendent may deny the reimbursement for a grade lower than a “B”.

3. For those teachers attending a professional meeting, upon approval by the superintendent, the District will reimburse each teacher for expenses according to the following table:

Mileage (per mile)	IRS rate
Meals:	
Breakfast	\$ 6.50
Lunch	\$11.00
Dinner	\$12.50

A prepaid banquet ticket will replace one meal. Actual room cost will also be reimbursed. The superintendent will decide on a case-by-case basis whether or not the district will pay for a room the night before a meeting.

4. Teachers shall use the school vehicle when available unless prior arrangements are made in the superintendent’s office.
5. Detention student halls will be paid at the rate of \$18.00 per hour.
6. Ticket taking for JV/varsity and seventh/eighth grade will be paid at the rate of \$18.50 per hour.

Tournament ticket takers will be paid at the current rate for the first game and one-half the current rate for subsequent games.

All teachers will take tickets two (2) times during the school year. If an emergency occurs and the teacher is unable to fulfill his/her duties, the teacher will be required to find a responsible substitute.

ARTICLE 18

Substitution During Preparation Period

4. Employees may be asked but not required to give up their preparation period by the principal to substitute teach. Such substitutes shall be paid at the rate of \$34.00 per hour.

The above applies to the traditional eight block scheduling with four periods per day. When modified eight block is used with eight periods per day, teachers will be paid one half the amount per period as the four period day.

Elementary teachers, who must give up prep time due to no substitute for specials, will be reimbursed on a prorated basis according to the schedule in Part 1.

2. Such fees shall accumulate and be payable at the end of each pay period.
3. Employees shall keep a record of the number of times and the dates when they substituted and notify the principal on the form provided.
4. When a regular classroom teacher is absent from school because of sick leave, personal day use, or school related activities and a substitute teacher cannot be located, teachers monitoring study halls to which more than ten (10) students have been additionally assigned will be paid prorated to the substitute teacher scale. With the same conditions prevailing, teachers with instructional classes to which more than five (5) students have been additionally assigned, will be paid prorated to the substituted teacher pay scale.

ARTICLE 19

Employee Passes

1. Teachers will be issued passes by the superintendent to attend all athletic events (excluding tournaments) held on school property over which the Board has jurisdiction.
2. The spouse of employees and children of employees when accompanied by a parent will be admitted free of charge.

ARTICLE 20

Reduction in Staff

1. The Board reserves the right to reduce the number of staff members when in its judgment the best interests of the District shall be served by such action. The Board shall first remove or dismiss all probationary certificate teachers before dismissing tenured teachers who are legally qualified to hold a position currently held by probationary teachers.
2. When all probationary teachers have been removed or dismissed as stated above, the Board shall then remove tenured teachers on the basis of District seniority. In those instances when two or more tenured teachers are legally qualified to hold a position, the Board shall remove those tenured teachers with the least District seniority.
3. Seniority shall be defined as number of consecutive years of continuous service to the District. The following criteria shall be used in determining District seniority:
 - A. The tenured teacher shall have begun accumulating District seniority from the first day the teacher is paid for his/her duties.
 - B. The District reserves the right to determine Reduction in Force among all full-time and part-time non-tenured teachers.
 - C. Less than full-time consecutive years of employment shall accrue as continuous service on a pro-rata basis.
 - D. Approved leaves of absence (paid or unpaid) shall not interrupt the consecutive years of continuous service in the District. However, approved unpaid leaves of absence of ninety (90) consecutive school days or more shall not be counted in determining District seniority.
 - E. Seniority is based upon the most recent consecutive employment.
 - F. Full-time teachers under contractual continued service who are reduced to part-time shall accrue seniority as if they were employed full-time.
4. If the District seniority is equal between two or more teachers as determined above, the following criteria shall be used in determining which teacher(s) shall be honorably dismissed by the Board.
 - A. Seniority shall be determined by the total number of continuous years of teaching service. In determining total years of service to the District, factors concerning leaves of absence, less than full-time employment and resignation shall be determined as in the case above.
 - B. If the total years of service to the District as determined above is equal, then seniority shall be determined by the teachers' approved position on the salary

schedule. The teacher with the highest salary (approved horizontal position) shall have the most District seniority.

- C. If the total years of service to the District and the approved horizontal position on the salary schedule are equal, District seniority shall be determined by the random lot selection conducted by the Board. The teachers affected and the Association will be represented at the random lot selection.
5. If the Board increases the number of teachers through job openings, the Board shall first offer re-employment to the laid off teachers in seniority order (i.e., oldest in length of continuous service first). Right to recall shall be in effect for one (1) calendar year from the first day of the following school year.

ARTICLE 21

Insurance

1. One hundred percent (100%) employer paid health, dental, and life insurance coverage will be provided by the District.
2. In the event the Williamsfield School District employs husband and wife, the following shall take place regarding health insurance coverage and premiums if jointly requested by the employees:
 - A. The husband and wife shall indicate to the District which person shall be considered the primarily insured employee.
 - B. The dollar amount paid for single coverage for the second employee shall be applied to the cost of the family premium with the balance of the family premium being payroll deducted from the paycheck of the primarily insured employee.
 - C. In no event shall the District's monetary exposure be more than two times the single insurance premium called for in the collective bargaining agreement.
3. Individuals who have been employees of the Williamsfield Community Unit School District for no less than ten consecutive years immediately prior to retirement from the District and who have also been participants in the health insurance program for no less than the immediate past twelve months prior to retirement are permitted to continue health insurance coverage with the District's insurance carrier by making a payment to the District each month equal to the group rate per member.
4. The District will insure current teachers with a fifty thousand dollar (\$50,000.00) life insurance policy.

5. The Board shall establish a Section 125 (Flexible Spending Plan) medical and child care plan. The District will pay the one time enrollment fee for those teachers participating in the plan. The District will pay the monthly administration fee.

ARTICLE 22

Extra Duty

1. Three teachers shall be assigned to each freshman class as sponsors. These teachers shall follow that class through their senior year, and thereafter be rotated back to an incoming freshman class

A lottery will be conducted in the presence of an Association and Board representative to determine which of the outgoing senior class sponsors will be assigned as a freshman class sponsor the next school year. Any full-time high school teacher who was not a class sponsor the previous year will be assigned as a freshman class sponsor following their year of not being a class sponsor. New teachers will be assigned to the class sponsor positions that would have been assigned to the teacher that they replaced.

All head class sponsors will submit a complete financial report to the principal by May 15 of each year regarding the financial earnings/points that each student has earned.

2. Extra duty pay will be based upon a percentage of the base salary. A TRS benefit will be applied to extra curricular salaries for those teachers who qualify on regular salary. The percent TRS benefit paid for extra curricular duties for an individual teacher will be the same per cent TRS that the individual qualifies for on regular salary.
3. In addition, a ten step schedule will be implemented for teachers who participate consecutive years in an extra curricular event at a specific division (i.e., middle school level, high school level).

Year 1 - Base

Year 2 - Base plus one vertical step

Year 3 - Base plus two vertical steps

Year 4 - Base plus three vertical steps

Year 5 - Base plus four vertical steps

Year 6 - Base plus five vertical steps

Year 7 - Base plus six vertical steps

Year 8 - Base plus seven vertical steps

Year 9 - Base plus eight vertical steps

Year 10 - Base plus nine vertical steps

Year 11 - Base plus 10 vertical steps

Year 12 - Base plus Longevity Step 1

Year 13 - Base plus Longevity Step 2

Year 14 - Base plus Longevity Step 3

New assignments start at Year 1. All extra curricular duty positions will be paid according to the step schedule.

If a teacher leaves an assignment and /or division for five years, then returns to the same division and assignment, he/she must start at Year 1. If that teacher's absence from the assignment or division is less than five (5) years, he/she may enter back into the schedule at the previous position.

4. The following procedures will be used to fill extra curricular positions. In unusual circumstances, the Board reserves the right to make exceptions to the following procedures.
 - A. The current coach of a specific team must notify the athletic director if he or she is interested in continuing as a coach for the activity during the next school year. Fall and winter coaches will notify the athletic director within one week of the end of their team's seasons. Spring sport coaches and all other extra-curricular coaches and advisors (designated by S on the Extra Curricular Duty List) will notify the athletic director prior to May 1 of each year.

The athletic director will then make a recommendation to the superintendent.

The school board will consider coaching recommendations and act on coaching assignments according to the following schedule: fall sports - first regular board meeting following the last fall sport contest; winter sports - first regular board meeting following the last winter sport contest; and spring sports in addition to all other activities designated as S activities - during the May board meeting.

If a position vacancy occurs following step A then steps B, C, D, and E will be followed in sequence until the vacancy is filled.

- B. Next, interested and qualified staff members will have an opportunity to apply for vacant positions.
- C. Then, interested and qualified community members will be solicited to apply for positions that remain vacant after step A and B. The position vacancy will be publicly advertised.

- D. If an opening still remains after step C, the extracurricular positions shall be assigned by the Board to lower seniority staff members who are most qualified to fill these positions.

5. Number of Coaches:

- A. Separate coaches will be hired for varsity and junior varsity basketball, unless by mutual agreement of the Association and the Board only one coach is hired. If only one coach is hired, that coach will be paid both the varsity and junior varsity salary.
- B. Separate coaches will be hired for varsity and junior varsity volleyball, unless by mutual agreement of the Association and the Board only one coach is hired. If only one coach is hired, that coach will be paid both the varsity and junior varsity salary.
- C. Separate coaches will be hired for varsity and junior varsity golf, unless by mutual agreement of the Association and the Board only one coach is hired. If only one coach is hired, that coach will be paid both the varsity and junior varsity salary.
- D. Middle school basketball and volleyball: One head coach will be hired for each sport. One assistant coach may be hired for each sport. If an assistant coach is not hired, the head coach will be paid both the head coach and assistant coach salaries. The superintendent will decide whether or not to hire an assistant for either sport.
- E. In reference to items A-D above: If only one coach is hired and the total number of athletes that completes 50% of the season is 16 or greater, the head coach receives both the varsity (head) and junior varsity (assistant salary). If only one coach is hired and the total number of athletes that completes 50% of the season successfully is less than 16, the head coach receives only 50% of the assistant coach's salary.
- F. To consider offering a track program, ten or more middle school boys and/or girls, or ten or more high school boys and/or girls must go out. If this criteria is met at only one level (middle school or high school), one head coach and one assistant will be hired to coach a team at that level. If the participation criteria is met at both levels, one head coach will be hired to direct the combined high school and middle school team, and two assistant coaches will be hired (one middle school assistant and one high school assistant).

6. Extra Curricular Duty
W Varsity Basketball

Percent of Base
13

W	Junior Varsity Basketball	10
W	Eighth Grade Basketball	8
W	Seventh Grade Basketball	7
F	Varsity Volleyball	11
F	Junior Varsity Volleyball	9
F	Eighth Grade Volleyball	5
F	Seventh Grade Volleyball	4
W	Eighth Grade Volleyball	5
W	Seventh Grade Volleyball	4
S	High School Baseball	8
F	Middle School Baseball	5
S	High School Softball	8
F	Middle School Softball	5
S	Track - Head Coach	6
S	Track - MS Assistant	4
S	Track - HS Assistant	4
W	High School Cheerleading	4
W	Middle School Cheerleading	3
S	High School Play	3
F	Middle School Literary	3
S	Student Council	3
S	Science Olympiad	4
S	FHA-HERO	3
S	Pep Band/Music Contests	3
S	HS Scholastic Bowl	3
S	MS Scholastic Bowl	3
S	National Honor Society	2
S	Science Club Sponsor	2
S	Spanish Club Sponsor	2
S	Athletic Director	
	2005-2006	7
	2006-2007	8
	2007-2008 & 2008-2009	9
	(Plus two release periods per eight periods)	
F	Varsity Golf	7
F	Junior Varsity Golf	5
	Freshmen Class Sponsors (3)	1% per sponsor*
	Sophomore Class Sponsors (3)	1% per sponsor*
	Junior Class Sponsors (3)	2% per sponsor*
	Senior Class Sponsors (3)	1% per sponsor*

*Class sponsor percentages will always be based on year 1

ARTICLE 23

Salary

1. Payroll will be distributed every two weeks. If the regularly scheduled Friday should fall during a holiday or vacation period, then payroll checks will be available on the last work day prior to the holiday or vacation period. All direct deposit checks will be mailed to the employee's account on the Thursday before paydays. The disk for electronic direct deposits of salaries will be delivered to the bank by the last business day prior to payday.

Payroll dates are as follows:

<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
9/4/09	9/3/10	9/2/11
9/18/09	9/17/10	9/16/11
10/2/09	10/1/10	9/30/11
10/16/09	10/15/10	10/14/11
10/30/09	10/29/10	10/28/11
11/13/09	11/12/10	11/11/11
11/27/09	11/26/10	11/25/11
12/11/09	12/10/10	12/9/11
12/25/09	12/24/10	12/23/11
1/8/10	1/7/11	1/6/12
1/22/10	1/21/11	1/20/12
2/5/10	2/4/11	2/3/12
2/19/10	2/18/11	2/17/12
3/5/10	3/4/11	3/2/12
3/19/10	3/18/11	3/16/12
4/2/10	4/1/11	3/30/12
4/16/10	4/15/11	4/13/12
4/30/10	4/29/11	4/27/12
5/14/10	5/13/11	5/11/12
5/28/10	5/27/11	5/25/12
6/11/10	6/10/11	6/8/12
6/25/10	6/24/11	6/22/12
7/9/10	7/8/11	7/6/12
7/23/10	7/22/11	7/20/12
8/6/10	8/5/11	8/3/12
8/20/10	8/19/11	8/17/12
		8/31/12

2. The board will offer a signing bonus to any new teacher in the amount of \$2,000 during the first year and \$1,000 during the second year of employment in our district.
3. All earnings will be reported as creditable earnings to TRS.

4. Payments to the Teachers' Retirement System will be made in twenty-two (22) equal payments during the months of September through June and not deducted during the months of July and August.
5. Teachers shall have the option of having extra duty pay included in their regular paychecks pro-rated or in one lump sum payment at the conclusion of the extra duty responsibility. In addition, a separate check may be issued for extra duty pay.
6. All teachers will receive .75% board paid Teachers' Health Insurance Security (THIS). Teachers who are moving vertically through the pay schedule will receive board paid TRS contributions of 7.0%. Teachers at the bottom of the salary schedule who will not make a vertical move will receive full board paid TRS (9% plus any future increases). The following year after receiving full paid TRS, teachers will receive longevity pay according to the contract salary schedules.

Notwithstanding the previous, once the TRS or longevity add-in is earned, it shall not be removed and shall be continued even if an employee moves horizontally and/or horizontally and/vertically on the schedule.

7. Only graduate level credit hours will apply to horizontal movement on the salary schedule.
8. Network support person may be assigned by the Board of Education annually. If work performed by this teacher is outside the normal 180 day work year, said teacher will be paid at the rate of \$25.00 per hour.

Salary schedules are as follows:

ARTICLE 24

Article XXIV

Retirement Incentive

An employee tendering an irrevocable letter of resignation to a Teacher Retirement System (TRS) Retirement program on a date certain in the future in conformance with the following conditions shall be eligible for a retirement incentive in up to each of his or her final three 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 Williamsfield C.U.S.D. #210 on 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 and will have at least thirty-five (35) years of creditable service and will not retire under the statutory Early Retirement Option.
- 3) The teacher shall have tendered to the Board a binding, irrevocable resignation for a date certain in the future. The teacher's notice may be given up to four (4) years prior to retirement or by September 1st during the year up to and including the school year of retirement. The pre-retirement period may be from one (1) to three (4) years in length depending upon the date the letter of resignation is received by the Board and the specified date of retirement.

"TRS creditable earnings," wherever that phrase is used in the entirety of this provision (Retirement Incentive Award Payment), shall mean total TRS creditable earnings including pension payment.

This agreement presumes the teacher will fully perform all his or her duties during the term of this agreement. Any reduction in teaching performance (dock days or leave of absence without pay, for example) during the term of this agreement shall result in a corresponding reduction in salary and benefit amount.

In exchange for the teacher's binding, irrevocable resignation on a date certain, the District agrees to remove the teacher from the salary schedule and for each year of eligibility, the teacher's TRS creditable earnings will be increased by six percent (6%) over the teacher's TRS creditable earnings for the prior year of employment except as otherwise provided herein.

Examples:

A teacher applies for the award one year before retirement. The teacher's TRS creditable earnings for 2008-2009 were \$40,000. The teacher's final year TRS creditable earnings (2009-2010) will be \$42,400 ($\$40,000 \times 1.06 = \$42,400$).

A teacher applies for the award three years before retirement. The teacher's TRS creditable earnings for the 2008-2009 school year were \$40,000. The teacher's first year TRS creditable earning will be \$42,400 ($\$40,000 \times 1.06 = \$42,400$). The teacher's second year TRS creditable earnings will be \$44,944 ($\$42,400 \times 1.06 = \$44,944$). The teacher's final year TRS creditable earnings will be \$47,640 ($\$44,944 \times 1.06 = \$47,640$).

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

Example:

A teacher applies for the award three years before retirement. The teacher's creditable earnings for the 2008-2009 school year were \$40,000. The teacher's first year creditable earnings will be \$42,400 ($\$40,000 \times 1.06 = \$42,400$). The teacher's second year creditable earnings will be \$44,944 ($\$42,400 \times 1.06 = \$44,944$). The teacher ceases to perform an extra duty assignment in his or her final year of employment for which he or she would have been paid \$2,000 (TRS creditable earnings). The teacher's final year creditable earnings will be \$45,640 ($\$44,944 \times 1.06 = \$47,640 - \$2,000 = \$45,640$).

Once an irrevocable letter of retirement is submitted, the employee will not be assigned, nor may an employee apply for or assume any additional duty (extra duty or additional work hours, days, weeks or months) that would increase the employee's TRS gross income above the six percent (6%) provided for herein.

If a teacher fails to complete the pre-retirement period, leaves the District prior to the designated retirement date or otherwise retires under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies not contemplated herein to TRS, the District shall be entitled to damages for breach of contract against the teacher in an amount equal to the retirement award payment received by the teacher, including tax and retirement withholdings. Upon complete reimbursement of such amount to the District, the teacher shall be entitled to any general wage increase that would have been applicable during the pre-retirement period.

No more than ten percent (10%) of the District's Early Retirement Option eligible employees may exercise the Early Retirement Option. Exercise of this option shall be based on seniority, in accordance with TRS law.

In no event will a teacher subject to this provision receive an increase in any year covered by this provision of TRS creditable earnings in excess of six percent (6%) of the prior year's TRS creditable earnings.

Status quo in the event of a change in the law or a rules change or interpretation by TRS subsequent to the incorporation of this provision into any contract shall be compliance with this provision (to the extent possible without penalty or additional cost to the District) but under no circumstances shall status quo be interpreted to require the District to incur any assessment or penalty not contemplated by the parties at the time this provision was bargained. No penalty of any kind except as expressly and explicitly provided for herein was contemplated by the parties at the time this provision was bargained. If and when bargaining begins pursuant to a demand to bargain (resulting from a change in the law, rules change or interpretation by TRS) and if and when no agreement can be reached on the issue, the employer shall not be required to distribute any monies in a fashion that would result in any increased cost to the District due to a TRS assessment or penalty resulting from the change in the law or a rules change or interpretation by TRS or legislative change beyond the negotiated contribution amount paid on behalf of the employee (9.4% of

creditable earnings up to 106% of the previous year=s TRS gross; all as permitted without penalty) including any incentive amount that would not result in additional assessment or penalty.

This provision is tentatively agreed to and ratified with the understanding that it will be submitted to TRS for review to obtain reasonable assurance from TRS that the District will incur no penalties or additional assessments resulting from it, and that it is not otherwise problematic to TRS. If TRS should have objections or advises that the District will incur penalties by reason of this paragraph, then before this provision becomes effective it shall be revised through the negotiation process as necessary based upon findings from TRS and resubmitted and revised until reasonable assurance from TRS is obtained.

ARTICLE 25

No Strike Provision

The teachers agree not to strike in whole or in part during the term of the Agreement, and further, the Association and teachers agree to provide full and regular services during the term of this Agreement.

ARTICLE 26

Separability

Should any article, section, or clause of the 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 violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement.

ARTICLE 27

Other Terms and Conditions

Complete Understanding: Terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties. The operating of schools and the direction of staff are vested exclusively in the School Board.

ARTICLE 28

Duration of Agreement

This Agreement shall be effective as of August 15, 2009 and shall continue in effect until the fifteenth (15) day of August 2012. This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by written mutual agreement of parties or is replaced by a successor Agreement.

For the Williamsfield Education Association

President

Date

Secretary

Date

For the Board of Education

President

Date

Secretary

Date