

The Professional Agreement

WINNEBAGO BOARD OF EDUCATION
AND
WINNEBAGO EDUCATION ASSOCIATION

2020-2021 Contract

WINNEBAGO COMMUNITY UNIT SCHOOL DISTRICT No. 323

ARTICLE I - RECOGNITION

A. Recognition

The Board of Education of Winnebago Community Unit School District No. 323, Winnebago County, Illinois, hereinafter referred to as the "Board", recognizes the Winnebago Education Association, hereinafter referred to as the "Association" as the sole negotiating agent for all full or part-time regularly employed personnel regularly required to be certified hereinafter referred to as "teachers," but expressly not including the Superintendent, Principals, substitutes, teacher aides, short-term employees, supervisors, and managerial employees.

B. PART-TIME TEACHERS

Salary and other fringe benefits, except for health and life insurance, shall accrue to part-time teachers on a pro-rata basis. Part-time teachers will also be compensated at their normal hourly rate for the time spent participating in SIP Days, Faculty Meetings, Parent-Teacher Conferences, and Early Release when such activities go beyond their pro-rata status.

ARTICLE II - EFFECT OF THE AGREEMENT

A. BOARD RIGHTS

The Board retains for itself the legally given right to employ, dismiss and evaluate the professional staff. It is expressly understood and agreed that all functions, rights, powers, and authorities of the Board, which are not specifically limited by the express language of this Agreement, are retained by the Board.

B. COMPLETE UNDERSTANDING

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment.

C. NO STRIKE

During the term of this Agreement, and any extension thereof, no employee covered by this Agreement, nor the Association, or any person acting on behalf of the Association, shall ever or at any time engage in, authorize, or instigate any strike, slowdown, or other refusal to render full and complete services to the Board.

ARTICLE III - NEGOTIATIONS PROCEDURES

A. NEGOTIATING TEAMS

The Board, or designated representative(s) of the Board, will meet with the representatives designated by the Association for the purpose of discussing and reaching mutually satisfactory agreements.

B. OPENING NEGOTIATIONS

Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set, but no earlier than January 15, and no later than June 15 in the year the contract expires. All issues proposed for discussion shall be submitted in writing by the Association to the Board or its delegated representatives no later than the second meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed upon by the parties. The Board shall submit in writing to the Association representatives all additional issues upon which it wishes to negotiate no later than the third meeting. It shall be assumed that any items in the past agreement not introduced by either party for the negotiations will be considered as mutually agreed to.

C. NEGOTIATIONS PROCEDURES

The designated representative(s) of the Board shall meet at such mutually agreed upon place and time with representatives designated by the Association for the purpose of effecting a free exchange of facts, opinions, proposals, and counter proposals in an effort to reach a mutual understanding and agreement and shall be held at a time other than regular class time. Meetings shall be closed to the public unless by mutual agreement of both parties. Each party to the negotiations shall maintain its own minutes.

D. EXCHANGE OF INFORMATION

Both parties and/or the Superintendent shall furnish each other, upon request, all available public information pertinent to the issue(s) under consideration.

E. COMMITTEE REPORTS

The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of negotiations may be released only to members of the Board and its representatives and the Association and its representatives. Any release of information to other parties shall have the prior approval of the negotiating parties. In the event of a declaration of impasse or invocation of mediation, this section shall not apply.

F. REACHING AGREEMENT

When an agreement is reached covering the areas under discussion, the proposed agreement shall be written and submitted to the Association and the Board for approval. Following approval by the Association membership and by the Board, the Association and the Board will execute the agreement.

G. IMPASSE PROCEDURES

In the event of a declaration of impasse, a decision to request mediation by either party, or invocation of mediation by the Illinois Education Labor Relations Board (IELRB), the Federal Mediation and Conciliation Service (F.M.C.S.) shall be requested by the parties to appoint a mediator from its staff.

If, for any reason, it is not possible for the F.M.C.S. to provide a mediator within fifteen (15) calendar days of the request to it, the parties shall join in a request to the American Arbitration Association (A.A.A.) to provide a mediator. The mediator shall meet promptly with the parties, or their representatives, and shall take such steps as he/she shall deem appropriate to persuade the parties to resolve their differences and effect an agreement. The mediator shall not, without the consent of both parties, make findings of fact or recommend the terms of settlement. The cost of the mediator shall be shared equally by the Board and the Association.

ARTICLE IV - GRIEVANCE PROCEDURE

A. DEFINITION OF A GRIEVANCE

Any claim by the Association, any teacher, or group of teachers that there has been a violation, misrepresentation or misapplication of the terms of this Agreement shall be a grievance. All time limits consist of school days, except when a grievance is submitted during the summer recess, then time limits shall consist of all weekdays.

B. PROCEDURES

The parties hereto acknowledge that it is usually most desirable for a teacher and the teacher's immediately involved supervisor to resolve problems through free and informal communications. When requested by the Association, the teacher, or group of teachers an Association representative may accompany the employee to assist in the informal resolution of any grievance. If, however, the informal process fails to satisfy the teacher, or group of teachers or the Association, a grievance may be processed as follows:

STEP 1:

The teacher, group of teachers, or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. Such grievance shall be submitted within fifteen (15) days of when such occurrence should reasonably have become known. The Association's representative, the grievant(s), and the immediately involved supervisor shall be present for the meeting. Within ten (10) days of the meeting, the grievant(s) and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

STEP 2:

If the grievance is not resolved at Step 1, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days of the receipt of the Step 1 answer. The Superintendent shall arrange with the Association representative for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

STEP 3:

If the Association is not satisfied with the disposition of the grievance at Step 2, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date from the Step 2 response, then the grievance shall be deemed withdrawn.

Neither the Board nor the Association shall be permitted to assert any grounds or issues before the arbitrator, which were not previously disclosed to the other party. The arbitrator shall have no power to alter the terms of this agreement.

C. GENERAL PROVISIONS

1. If the Association and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.
2. If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.
3. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no teacher shall be required to discuss any grievance if the Association's representative is not present.
4. When a teacher is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any stage of the grievance procedure.
5. No reprisals shall be taken by the Board or the Administration against any teacher because of the teacher's participation in a grievance.
6. All records related to a grievance shall be filed separately from the teacher's personnel file.
7. A grievance may be withdrawn at any level without establishing precedent and shall be deemed as never having been filed.
8. The failure of the employee or Association to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Administrator to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.
9. The fees / expenses of the arbitrator shall be shared equally by the parties.

10. Class grievances involving one or more teachers or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step 2.
11. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Association.
12. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
13. The Board and Administration shall cooperate with the Association in the investigation of any grievance by providing such readily available relevant documents which are not privileged or otherwise prohibited by law from disclosure as requested in writing by the Association.

D. COMPLAINT PROCEDURE

The Board shall develop and adopt a complaint procedure as a part of the Board Policy, which shall permit teachers to raise teacher concerns about Board Policy and present them to the Board.

ARTICLE V - COMMITTEES

A. BUILDING COMMITTEE

Building Committee shall be established for each building. The purpose of the committees is to consider and make recommendations with respect to individual building issues. A committee will consist of a maximum of six members per school building. This committee should select or elect a member of said committee to prepare an agenda and chair the meetings. In all cases the Principal shall serve as an ex-officio member. Up to one-half of the membership of the committee may be selected by the building principal. The remaining half will be chosen by the Association. The chair of the Building Committee shall forward minutes from each meeting to the Superintendent, the President of the School Board and the President of the WEA.

B. Staff Handbook

There shall be one staff handbook for all buildings, created by an advisory committee composed of an equal number of teachers and administrators. The decisions of the advisory committee shall be by majority rule. The recommended handbook shall then be reviewed by the superintendent who will make final changes, if necessary, and then present it to the Board of Education for final approval.

ARTICLE VI - LEAVES

A. SICK LEAVE

Each teacher with (ten)10 years or less years of district service shall be entitled to twelve (12) sick leave days per school term without loss of regular pay. Starting with the 11th year of service, as determined by the TSR (Teacher Service Record) report, each teacher with (eleven) 11 years but less than (twenty) 20 years of district service shall be entitled to fifteen (15) sick leave days per school term without loss of regular pay. Starting with the 20th year of service each teacher with (twenty) 20 years of district service shall be entitled to twenty (20) sick leave days per school term without loss of regular pay.

Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family or household. The immediate family, for purposes of this section, shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Teachers will be allowed to accumulate up to the number of days of sick leave accepted by TRS (Teacher Retirement System) for retirement (up to 340 days).

B. PERSONAL LEAVE

Each full-time teacher shall be entitled to three (3) days of sick leave for personal leave per school term. Such personal leave, except in emergency, requires at least 48 hours prior to the expected leave date.

The definition of personal leave is any business that cannot be conducted outside of school hours or on weekends. Personal leave will only be granted on request for the day preceding or following legal or special holidays for up to four (4) staff members, one (1) per building. Personal leave will not be granted on the first and last day of school. In the event of emergency need of personal leave days or need in excess of the two (2) days specified by this article, a request must be submitted to the Superintendent for advance approval. The granting or denying of emergency personal leave days or exceptions under this article is non-precedent setting and shall be at the sole discretion of the Superintendent. Unused personal leave days may be allowed to accumulate to five (5) days.

C. MATERNITY / CHILD REARING LEAVE

Maternity/child rearing leave shall be granted without pay to any tenured certified employee and will extend for the duration of that school year, and if requested by the employee, throughout the next school year. The notice of intent to resume teaching must be made by the teacher by March 1 prior to the year of returning. The teacher must also notify the Superintendent sixty (60) days prior to leave being taken.

D. ASSOCIATION LEAVE

The Association shall be entitled to (4) four days of leave per year for the purpose of sending a representative(s) to IEA/NEA sponsored conferences, conventions, or workshops. The employee(s) authorized by the Association to take such leave shall be released from duties without loss of pay subject to:

The Association shall give the superintendent or designee written notice of the name(s) of the employee(s) authorized to take such leave, the date(s) of the leave(s) and the meeting(s) involved at least five (5) days in advance of the day the employee(s) will be absent; and the Association shall reimburse the District for the cost of the substitute(s).

E. SICK LEAVE RESERVE

In the event that one or more staff members become injured or ill and are forced to use all of their accumulated sick leave, the Business Office may, following joint agreement of the Association and the Board, survey the staff and ask for the voluntary contribution of, up to five (5) day(s) of sick leave to be used to meet the needs of such individuals. Staff members would only be allowed to accept a number of days equal to what they had accumulated on their own at the beginning of the school year in which the request was made. No request can be accommodated for more days than staff members are willing to contribute, and there is no carry over from year to year.

ARTICLE VII - TEACHER RIGHTS

A. COMPLAINTS

Any complaint against a staff member (written report) cannot be placed in his/her personnel file unless the matter is first reported to the staff member. The teacher will have the opportunity to respond to a complaint in writing which will be included with said report.

B. DISCRIMINATION

The Board will not discriminate against any teacher because of membership or participation in the Association. In like manner, the Association will not discriminate against any staff member who may elect or select not to join said Association.

C. RIGHT TO JOIN OR NOT JOIN

1. It is recognized that the Association's duties as the sole and exclusive bargaining agent entail expenses for collective bargaining and contract administration which appropriately are shared by all teachers who are beneficiaries of this Agreement. To this end, if teacher does not join the Association or execute a dues deduction authorization within fourteen (14) days after posting a notice required in subparagraph (a), the Board shall deduct the sum equivalent to the teacher's share of the costs of the services rendered by the association for collective bargaining and contract administration in its role as the sole and exclusive bargaining agent as annually certified in writing by the Association to the

Board in equal payments from the regular salary check to the teacher in the same manner as it deducts for members of the Association, provided:

1. The Association has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the IELRB: and
 2. The Association has annually certified in writing to the Board the amount of such fair share fees and has annually certified in writing to the Board that such notice has been posted.
1. The Board shall begin such fair share fee deduction no earlier than fourteen (14) days (or any later period as required by the Rules and Regulations of the IELRB) after certification by the Association as described in paragraph 1 of Section F of this Article.
1. The Association, the Illinois Education Association and the National Education Association agree to defend, indemnify, and save the Board harmless against any claim, demand, suit, or other form of liability which rise by reason of any action taken by the Association or the Board in complying with the provisions of this Section, including reimbursement for any legal fees or expenses incurred in connection therewith.
1. In the event a teacher objects to the amount of such fee, the Board shall continue to deduct the fee and the Board shall transmit the fee (or portion of the fee in dispute) to the IELRB, which shall hold the fee in escrow in an account established for that purpose. The Board shall continue to transmit such fee to the IELRB until further order of the IELRB. If the teacher is entitled to a refund, the teacher shall receive such refund plus any interest earned on the refund during the pendency of the action.
1. If a non-teacher declares the right of non-association based upon bona fide religious tenets such teacher shall be required to pay an amount equal to the teacher's proportionate share to a non-religious charitable organization mutually agreed upon by the teacher and the Association. If the teacher and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list of established and approved by the Illinois Education Labor Relations Board in connection with its rules.

D. CONFERENCES

Every staff member shall have the right to a private conference, which directly relates to their discipline, demotion, suspension, or dismissal. Such conference shall include the teacher and appropriate administrator(s). The teacher has the right to include a representative or counselor in this private meeting. Either the teacher or the Board or both may be represented by legal counsel. Such meeting must be conducted within ten (10) days of notification to said teacher.

E. POSTING OF VACANCIES

Except in the case of an emergency, the Board shall post notice by email and school web page any vacancy, which occurs in the bargaining unit five (5) working days prior to filling such vacancy. In the case of an emergency, the Superintendent will immediately notify the President of the Association in writing detailing the nature of the emergency prior to taking action. A notice of vacancies occurring during the summer vacation period shall be mailed or emailed to the Association President.

F. ASSIGNMENTS

All teachers will be given written notice of their tentative assignments for the forthcoming year by the last day of the preceding year. If changes in a teacher's assignment are made after such notice, the teacher will be notified of such change.

Voluntary Transfers:

Teachers will be given an opportunity to request a transfer to a vacancy that may occur. Teachers will not need to submit any additional paperwork; the letter of written transfer request will suffice. A formal interview will not be required for current staff, unless they request to do so or requested by the administration. Amongst equally qualified applicants, priority for such transfer assignment will be accorded first to qualified internal applicants, and then to qualified external applicants. The final decision regarding any voluntary reassignment shall rest solely with the Board. Any teacher who is denied a voluntary transfer will be given an opportunity to meet with the building principal to review the reason(s) for the denial of the transfer.

Involuntary Transfers: The involuntary transfer of teachers may become necessary due to the pupil distribution, instructional requirements and/or for other reasons. When a reduction in the number of teachers in a school is necessary, volunteers shall be given primary consideration. Any teacher who is involuntarily transferred shall be given as much advanced notice as possible and an opportunity to meet with an appropriate administrator to review the reason(s) occasioning such a transfer. Such review shall take place within five (5) school days of notification to said teacher of the transfer. If an involuntary transfer is necessary, all of the following factors will be given consideration: teacher certification, teacher performance, and seniority in the district. The final decision regarding any involuntary reassignment shall rest solely with the Board.

Moving Help: When requested, the Board shall make every effort to provide custodial help to assist teachers whose room assignments are changed from the previous year.

G. BOARD MINUTES AND AGENDAS

The administrator shall make available in all school buildings copies of Board minutes on the next school day after such minutes are approved by the Board of Education. The administration shall send copies of the Board meeting agenda to Association building representatives and the Association president on the same day that the agendas are mailed to Board members.

H. SCHOOL CODE AND BOARD POLICY

1. The most recent copy of The School Code available to the Board and administrators will also be available to teachers.
2. Current Board Policy statements relating to the rights and responsibilities of teachers will be made available to the teachers. New additions to Board Policy will be made available to the teachers through the official Board minutes.
3. A complete and current copy of Board Policy will be made available to all teachers.

I. SALARY NOTIFICATION

Teachers will receive a written notice of salary July 1st or upon contract settlement, including the following:

1. Salary and salary schedule for the next school year;
2. Number of years of teacher experience;
3. Year of teaching and education column on the salary schedule;
4. Number of days of accumulated sick leave; and
5. Number of days of accumulated personal leave.

ARTICLE VIII – SALARY AND FRINGE BENEFITS

A. COMPENSATION

See attached 2020/2021 salary schedule (Appendix A).

Payroll checks shall be issued every two (2) weeks, on Fridays starting September 2018.

B. HORIZONTAL AND VERTICAL ADVANCEMENT

All course work to be acceptable for educational advancement on the salary schedule must have prior written approval of the Superintendent and must be reasonably related to the assigned teaching field. Teachers who have already earned graduate credit or who subsequently earn graduate credit prior to getting their Master's, but which is unrelated to their Master's program will be allowed to apply that credit to the salary schedule above the Master's step upon completion of an approved Master's program. They may not, however, advance more than one horizontal lane per school year beginning the year after they are credited for the Master's.

Only graduate level courses will be recognized toward lane movements

C. TEACHER RETIREMENT

The Board shall pay on behalf of each teacher, based upon his/her placement on the salary schedule, a T.R.S. contribution of up to 9% for each school year of this agreement.

The compensation stated in Appendix A and any extra duty stipends includes the contribution on behalf of each teacher to the State of Illinois Teachers' Retirement System as stated above.

It is the intent of the parties by this Agreement to qualify these payments as "picked-up" contributions within the meaning of Section 414 (h) (2) of the Internal Revenue Code so as to be excludable from the gross income of all teachers. The teachers shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the State of Illinois Teachers Retirement System.

The Board shall also pay on behalf of each teacher, based upon his/her placement on the salary schedule, a T.H.I.S. (Teacher Health Insurance System) insurance contribution of up to .5% for each school year of this agreement.

No teacher shall have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of the teacher's required contribution to the Illinois Teachers' Retirement System is a condition of employment made in order to secure the teachers' future services, knowledge and experience.

The balance of the amount due each teacher pursuant to such compensation Schedule shall be payable to the teacher as salary installments as otherwise provided herein, provided the Board shall deduct all monies as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the Board.

D. NON-ACADEMIC AFTER SCHOOL ACTIVITIES

Teachers will be paid fifteen dollars (\$15.00) per hour for assigned work at non-academic after school activities.

E. DISTRICT PASSES

District passes will be provided for all certified school staff plus one guest to attend school sponsored functions.

F. EXTRA DUTY SCHEDULE

Teachers, who are authorized by the Board to perform such extra duties listed in Appendix B shall be compensated according to that Appendix.

For the purposes of calculating extracurricular and other stipends the base pay will be decoupled. For the duration of the contract the extra-curricular stipends will be calculated at the following base pay:

FY 18: \$36,347

FY 19: \$36,347

FY 20: \$36,347

FY 21: \$36,347

G. CREDIT FOR COACHING EXPERIENCES

Credit for coaching experience granted for the purpose of placement on the increment schedule will be restricted to actual experience in the specific sport to which the assignment is made.

H. REIMBURSEMENT FOR TRAVEL EXPENSES

Any teacher who is required to travel on District business and use his/her own car will be compensated at the IRS approved rate then in effect.

I. HEALTH INSURANCE

The Board shall pay 95 % on behalf of each full-time teacher and the employee will pay 5% of the single monthly insurance individual premium for group health and hospitalization insurance. For those who elect family coverage (single + dependent), the board will contribute 50% and the employee will contribute 50% of the family monthly premium. If two full time certified staff are married, the Board will contribute the single rate contribution for each employee if they should elect family coverage as if they had elected single coverage. The employee will be responsible for the single contribution rate as well as the difference between the actual cost and the Board/Individual contributions

J. LIFE INSURANCE

Each full-time teacher shall receive life insurance coverage of Fifteen Thousand Dollars (\$15,000).

K. DENTAL INSURANCE

The Board will agree to provide a dental insurance plan for each full time teacher at full cost to the teacher. (optional)

L. HEALTH INSURANCE COMMITTEE

The Insurance Committee will consist of twelve members in total: two (2) members of the school board; three (3) administrators; five (5) teachers selected by the Winnebago Education Association; and two (2) support staff. The charge of the committee will be to submit recommendations to the Board of Education and the Association regarding charges in the insurance coverage options, the cost of the insurance premiums and any changes in the scope or level of insurance benefits. The Committee's recommendations will include but not be limited to alternative health insurance benefits plan options (e.g., HMO or PPO high deductible plan) to allow District teachers greater health insurance plan alternatives. The Committee will also review optional health plan benefit modifications to insurance plan deductibles, out-of-pocket expense maximums, office co-pay amounts, prescription drug co-pay amounts, and non-network percentage contributions which will enable the District and teachers to reduce premium costs. The Committee will meet at least quarterly each school year and submit annual recommendations to the Board and Association for approval.

The committee will meet each school year and submit annual recommendations to the Board and Association for approval. The committee will be co-chaired by a representative of the

Board and the Association who will be responsible for setting meeting dates and agenda, leading the committee meetings and presenting committee recommendations to the respective groups.

M. OPTICAL INSURANCE

The Board will agree to provide an optical insurance plan for each full time teacher at full cost to the teacher. (optional).

N. EDUCATIONAL ASSISTANCE

Recognizing the cost of pursuing additional educational coursework and/or advanced degrees, the Board agrees to reimburse staff members at a rate of \$100 per semester hour up to \$1800 for coursework in a three-year period approved in advance by the Superintendent. Barring unforeseen and/or extenuating circumstances as determined by the Superintendent, in the event that the teacher does not continue to work for the district for two years thereafter, said teacher will return the the amount received for the coursework within 30 days of the last date of employment. The reimbursement of said funds shall not occur in the event of the teacher's death, disability, or reduction in force.

Graduate level courses must be taken to qualify for educational assistance.

National Board Certification

Upon completion of National Board Certification (NBC), the Board shall pay the teacher a yearly stipend of \$500 per year for ten years so long as the teacher remains with the District. This shall be paid as a stipend and added to the base salary of the teacher.

O. ATTENDANCE

Certified staff with zero (0) absences during the school year will receive a \$500 bonus. Certified staff with on half (½) to three (3) absences will receive a \$250 bonus. Teachers that donate sick days to the sick bank will still be eligible for the bonus if their actual attendance meets the criteria. Bonuses will be paid no later than June 30.

ARTICLE IX - WORKING CONDITIONS

A. PLANNING TIME

Each full-time teacher in the district shall have no less than 225 minutes planning time each school week. During this period the teacher may not be required to supervise students without additional compensation of fifteen dollars (\$15.00) per class period.

B. CLASS SIZE

The Board will continue to make it a priority to hire additional certified classroom teaching personnel to keep classroom pupil-teacher ratio at a maximum of 25 to 1 in grades K-3 and 30 to 1 in grades 4-12. No teacher will teach two courses at the same time without mutual consent.

C. REDUCTION IN FORCE

Length of continuous service in the District as utilized in Section 24-12 of the School Code shall be defined as follows:

1. Years of continuous service as a teacher in the school district; provided, however, that less than full-time tenured service shall be computed on a pro rata basis and approved unpaid leaves of absence of ninety (90) consecutive days or more shall not be counted in determining seniority.

1. If total continuous teaching service with the school district is equal between two or more teachers, then seniority shall be determined by total teaching service with the school district whether or not continuous (such service shall be computed in the manner described in (1) above);

1. If total teaching service with the district is equal between two or more teachers, then seniority shall be determined by placement on the salary schedule, i.e., the teacher with the higher salary shall be deemed to be the most senior.

D. CALENDAR

The Association shall submit calendar recommendations by December 1st prior to the adoption of the calendar. The school calendar should include two non-attendance days prior to the opening of the school year, one-half of the time will be scheduled by the district for teacher workshops and the remainder of the time shall be used by staff members for the purpose of preparation, with the exception of a 45 minute time block scheduled for the Association to meet with its members. The adoption of the final calendar shall be the prerogative of the Board.

E. TEACHER WORK DAY

Full-time teachers shall work seven (7) and on-half (1/2) hour work days which includes 30 minutes for lunch unless excused by an administrator. The work day shall be 7:45 AM-3:15 PM each day.

It is understood that nothing in this definition shall be construed as a limiting factor for teachers to be available for a sufficient period beyond the teacher workday for such professional activities as: staff meetings, in service meetings, parent/teacher conferences, teacher/student conferences, supervision of detentions, open house activities, district meetings, and such other matters as would properly require attention at that time. Basic teacher duties remain the same as in previous years.

The Superintendent will evaluate the length and frequency of required activities outside of the regular contract day. In September 2018 the WEA President and Superintendent will form a committee of two to review the outcome of the evaluation.

ARTICLE X – RETIREMENT

It is the intent of this article that a teacher may receive benefits from the District under only one early retirement / incentive program. If eligible as defined in this article, the teacher may elect to take benefits described in the remainder of this article; or the teacher may elect to participate in any other government sponsored early retirement / incentive program for which they qualify. In any event, participation in one early retirement / incentive program disqualifies the teacher from receiving benefits from the District under any other such plan.

A. THE RETIREMENT PLAN

Any eligible retiring teacher (as defined in section B of this Article) shall receive additional compensation as provided in Section C of this Article.

B. ELIGIBLE TEACHER

An eligible teacher is any full-time teacher who:

1. Is in the MA24 lane of the salary schedule;
2. Has at least 15 years of service in Winnebago CUSD #323
3. Has notified the Board of his/her retirement on or before January 1st up to four (4) years prior to his/her last year of employment in the District;
4. Is entitled to a retirement annuity pursuant to (Teacher Retirement System) Pension Code; and
5. Is not eligible for the state early retirement plan as provided in the Pension Code.

C. INCENTIVE

1. A teacher who qualifies will be removed from the salary schedule and receive an annual increase of three percent (3%) on his or her prior year's salary each year for four years. No teacher will be able to receive more than 3% increase in any one year.
2. The two existing teachers that have put in for retirement will receive a 3% increase on their prior year's salary. They will not be able to receive more than 3% in any one year.

ARTICLE XI – EVALUATIONS

1. A PERA joint committee, made of equal members of Association and Administration, will convene to develop an evaluation plan for all teachers, as required by law. The

procedures set forth in the evaluation plan for evaluating teachers shall be deemed to be a part of this agreement and a failure by the Board or administration to follow the procedures for evaluation set forth in the evaluation plan shall be a proper subject for a grievance pursuant to Article IV of this agreement. The plan must be agreed to and signed by the majority of the joint-committee members. If the PERA Joint Committee fails to reach agreement, the provisions set forth in Senate Bill 7 and the Performance Evaluation Reform Act will be adhered

MOU Decompression

It is agreed that the BOE and WEA have resolved the issue of teachers being placed on the wrong step due to “compression” in prior contract negotiations. It is agreed there is to be no more future negotiations as to this matter. This MOU provision shall survive the termination of this contract and remain in full force and effect thereafter.

MOU Supervision Schedule

Step 1: If class coverage is needed, building administrators will send an email to all available classroom teachers with the times needing coverage listed. “Available classroom teachers” means any teacher who is not directly responsible for supervising students during these times. If the open time slot is located at the Middle School or High School, the administrator will send out an email to all available classroom teachers in both buildings. Once an available classroom teacher volunteers to cover an open slot, his/her name will be moved to the bottom of the building level Rotation List. If no one volunteers to fill the time slot, the building administrator will proceed to Step 2.

Step 2: The building administrator will send an email to all available certified staff with the times needing coverage listed. Instructional aides with substitute teaching certification will also be notified with the times needing coverage listed. “Available certified staff” means all certified staff who are not already scheduled as directly responsible for supervising students during these times; this includes teachers, interventionists, academic advisors, student advisors, and certified librarians. If the open time slot is located at the Middle School or High School, the administrator will send out an email to all available certified staff in both buildings. Once a certified staff member volunteers to cover an open slot, his/her name will be moved to the bottom of the building level Rotation List. If no one volunteers to fill the time slot, the building administrator will proceed to Step 3.

Step 3: Building administrators will make contact with the available certified staff, following the order of the building level Rotation List, assigning supervision for the time slot needing coverage. The building administrator will gather information regarding whether exigent circumstances exist which would hinder the ability to cover the needed class period. In the event of exigent circumstances, determined by the building administrator he/she will contact the next certified staff member on the coverage building level Rotation List. Once a certified staff member is assigned to cover an open time slot, his/her name will be moved to the bottom of the building level Rotation List.

ARTICLE XII - DURATION

This agreement shall be effective at the beginning of the 2020/2021 school term and shall continue in effect until 11:59 p.m., August 15,2021.

**BOARD OF EDUCATION
WINNEBAGO CUSD 323**

**WINNEBAGO EDUCATION
ASSOCIATION**

Board President

Association President

Board Secretary

Dated:

APPENDIX A -, 2020-2021 Salary Schedules with TRS

APPENDIX B - Activity Increment Schedules