

BOARD RESUBMITS EXCEPT AS MODIFIED

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION

WARREN TOWNSHIP HIGH SCHOOL DISTRICT #121
LAKE COUNTY, ILLINOIS

AND THE



WARREN TOWNSHIP HIGH SCHOOL

FEDERATION OF TEACHERS
A COUNCIL OF THE LAKE COUNTY FEDERATION OF TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO

FOR THE SCHOOL YEARS

2018-2019

2019-2020

2020-2021

2021-2022

2022-2023

***** PART 1 OF CLASSIFIED EMPLOYEE PACKAGE *****

ARTICLE VI

CLASSIFIED EMPLOYEE PERFORMANCE AND DUTIES

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BOARD RESUBMITS 2/4/19 BASED ON REPORT FROM JOINT COMMITTEE

D. Reduction-In-Force (RIF)

For the purposes of reduction-in-force, the bargaining unit shall be divided as follows among the classifications found in ARTICLE XI – COMPENSATION AND FRINGE BENEFITS - CLASSIFIED, Section C .

Job Classifications:¹

Job Classification I Clerical

Job Classification II Nurses

Job Classification III Paraprofessionals

Job Classification IV Maintenance

Job Classification V Technology

Upon the decision of the School Board to reduce the number of employees, it shall designate such reduction by the job classification groupings as above. The employee with the least seniority within the job classification grouping shall be dismissed, unless the remaining employees in the job classification are not qualified to fill the job of the least senior employee. In such an event, the next least senior employee with a job that can be filled by remaining qualified employees within the classification shall be dismissed.

2

Board proposes Back-to-Book on Classified Seniority

~~Seniority for classified staff shall be defined as the total years of continuous service within a job classification in the District. Where an employee joins a new job classification, the employee's seniority will not carry over into the new classification, and the employee will begin accruing seniority in that classification anew. However, the employee's period of continuous service in the previous classification(s) will be retained for that classification as it existed at the time of his/her departure from that classification. [NOTE FOR DISCUSSION: This provision concerning seniority shall not apply to the calculation of vacation accrual for regular part-time employees who transfer to regular full-time positions, and vice-versa, which is set forth in Article VIII, Section D.]~~

~~Prior to February 1 of each school term, the Administration shall post on a staff bulletin board a copy of the listing of the seniority rank for all classified employees in the School District. Each employee shall have thirty (30) employment days after posting to file written objection to his/her ranking and shall detail the alleged specific error in the ranking. Failure to make such time objection shall be deemed acceptance of the ranking and the employee cannot thereafter challenge his/her seniority for the remainder of the work year.~~

In accordance with ARTICLE XI, COMPENSATION AND FRINGE BENEFITS – CLASSIFIED EMPLOYEES, Section C, Job Classifications I is comprised of four wage range levels. It is

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understood that each wage range level of employees within Job Classifications I represents a grouping of jobs whose qualifications and responsibilities are reasonably similar, with those in Level D requiring the greatest degree of qualifications and responsibilities. As a result, unless special circumstances to the contrary are present, employees within a level shall be considered qualified to fill the job of employees within that level and those levels with jobs requiring less qualifications and responsibilities. Conversely, unless special circumstances to the contrary are present, employees within a level shall not be considered qualified to fill the job of employees in those levels with jobs requiring greater qualifications and responsibilities.

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ARTICLE VII

WORKING CONDITIONS - TEACHERS

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B. School Day/Teacher Load

The normal teacher load each day shall consist of eight (8) consecutive periods unless otherwise agreed upon by the Union. The day shall consist of:

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BOARD RESUBMITS PACKAGE 11/27/18 BELOW:

Package - Board resubmits

2. One-half (1/2) supervisory period for the full year or one (1) supervisory period for one (1) semester. The supervisory period assignment shall be determined by the Administration subject to the constraints of building facilities, student scheduling, and enrollment. The "supervisory period" may consist of assignment to a resource room, cafeteria duty, library, study halls, testing center, or other duties as needed, but such assignment shall not include activities that require prior planning.

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Package - Board resubmits

9. Building Administration will develop a summer schedule for Guidance Counselors and College Counselors. Such schedule shall be based on a workload of ten (10) additional days, which will be scheduled by the Administration and compensated at the per-diem rate.

Package - Board resubmits but renumbered

10. Licensed School Nurses may be required by Building Administration to work up to ten (10) additional days each year; the Licensed School Nurse and Building Administration shall work together to schedule potential additional summer workdays.

Package - Board resubmits

11. Building Administration will develop a summer schedule for Case Managers (excluding Program Case Managers). Such schedule shall be based on a workload of ~~six (6)~~ eight (8) additional days which will be scheduled by the Administration and compensated at the per-diem rate.

Package - Board resubmits but renumbered

12. Program Case Managers who also teach will not have a duty or supervision. ~~Program Case Managers will get an additional \$1000 per year for case management duties.~~

Package - Board resubmits

13. Building administration will develop a summer schedule for Psychologists and Social Workers. Such schedule shall be based on a workload of three (3) additional days for Psychologists and ~~one (1) additional day for~~ Social Workers, which will be scheduled by the Administration and compensated at the per-diem rate.

Package - Board resubmits

14. ~~Guidance Counselors and Post-Secondary Counselors, Case Managers, School Psychologists, Speech and Language Pathologists, Social Workers, Licensed School Nurses and Program Case Managers who also teach, and other related service providers~~ will not have a supervisory period per Article VI. B.2.

Board rejects

15. ~~The goal of the District will be to assign a caseload size for Guidance Counselors that does not exceed the best practice caseload size recommended by the American School Counselor Association (ASCA), which in the 2017-18 school year is a two-hundred and fifty (250) student to one (1) Guidance Counselor ratio, or 250:1. In the event that this recommended best practice caseload size is exceeded, the Guidance Counselor will receive overload compensation equal to one (1) year's worth of an academic class as defined in Article VIII.G. In no event will the overload exceed 350 students.~~

Package - Board counters

14. ~~Any event held outside of contractual hours that requires teacher attendance will be compensated according to the OTHER rate of pay located in Appendix C.~~
15. Any event, other than Open House nights, held outside of contractual hours that requires teacher attendance will be compensated at the summer school rate of pay, except that Post-Secondary Counselors will receive compensatory (comp) time in lieu of additional pay.

Board rejects Union's 4/3/18 proposal concerning overload compensation for student service providers.

~~Overload compensation for student service providers (i.e., Social Workers, School Psychologist, Speech and Language Pathologists or any other related service personnel, except Guidance Counselors) shall be defined as having a caseload number that exceeds 150% of the recommended caseload size of that position's appropriate national association. Per semester overload pay equals 1/11th yearly salary.~~

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(Board resubmits 6/6/18)

D. Extra-Curricular Assignments

The District will determine extra-curricular assignments in accordance with the provisions of Appendix B.

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Board Modifies 1/10/19)

J. Facilities/Equipment/Assistance

1. At least one (1) teacher working area per building for use of all teachers separate from the teachers' lounge shall be established. The Board shall seek to provide appropriate facilities to permit teachers to better meet their teaching assignments.
2. The Board shall provide a clerical assistant to process teacher mail and to handle the teachers' duplicating and typing needs of school-related materials, subject to the supervision of the Principal or designee.

Employees may use the mailboxes and any intra-building mail system for personal or Union related materials, so long as such use does not disrupt the normal operation of the District. Employees shall have direct access to mailboxes, if desired, for purposes of distributing the above materials, provided such direct access does not disrupt the normal mailbox operations of the District. Use of school mail services shall be without U.S. postage unless otherwise required by the U.S. Postal Service. Furthermore, the Union shall indemnify and hold harmless the Board from any liability, damages, fines or other costs arising from the Union use of such mail service.

3. Teachers shall be provided with desks and filing cabinets. **Teachers will also have access to laptops, phones, copiers, and printers.**
4. Parking facilities shall be provided for teachers. The Administration shall make reasonable effort to maintain this area, including the feasible removal of snow and ice in the winter months, and the plowing of the faculty lot before the student lot. The provision of such facility is for the convenience of the teachers and the Board assumes no responsibility of liability thereby.
5. A teachers' lounge shall be available within each school building.
6. A teacher shall not be required to work under unsafe or hazardous conditions or to perform tasks which would endanger his/her health or safety, provided this Section shall not be construed to terminate, reduce, or otherwise affect a teacher's obligation toward students.

Board agrees to relocate Lead Teachers to Teacher Compensation Article

Board resubmits 4/17/18.

ARTICLE VII
LEAVES OF ABSENCE

***** Board's Entire Proposal on Article VII Leaves of Absence is a Package *****

(Board modifies its entire proposal concerning Article VII Leaves of Absence consistent with the Board's position in the Joint Committee)

A. Paid Leaves of Absence

1. Sick Leave

a. Sick Leave for Teachers

Each regular full-time teacher who begins the school year as a paid employee of the District shall be entitled to 13 (thirteen) sick leave days with full pay per school year. Regular full-time teachers whose employment begins "mid-year" shall receive a pro-rated number of sick leave days for the first year of employment. Sick leave shall accumulate without limit.

b. Sick Leave for Classified Staff

Each regular full-time classified employee who begins the work year as a paid employee of the district shall be entitled to a total of fifteen (15) sick leave days with full pay per work year. Each part-time classified employee who begins the work year as a paid employee, shall be entitled of a total of thirteen (13) sick leave days with full pay per work year. Such sick leave shall accumulate without limit. All sick leave days will be allotted on the first day of the employee's work year. Classified staff whose employment begins "mid-year" shall receive a pro-rated number of sick leave days for the first year of employment.

c. Sick Leave Definition and Use

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or others, or birth, adoption, or placement for adoption. Sick leave shall not be applicable to surgical or other procedures, which may be postponed without significant medical effect to the summer or a school holiday or vacation period. The immediate family for purposes of this Section shall include: spouse, children, parents, parents-in-law, brothers, sisters, grandparents, great-grandparents, grandchildren, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, and legal guardians or wards. The Administration may approve the use of sick leave for the serious illness or death of someone with whom the employee has a significant relationship who is not a member of the immediate family or household. Such decision shall be non-precedential. Serious illness shall be defined as that which jeopardizes the life of the family member or a medical emergency, which confronts a family member.

d. Physician's Certificate

The Board may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) consecutive days for personal illness, or 30 days for birth or as it may deem necessary in other cases. If the Board does require a physician's certificate or a certificate from a spiritual advisor as a basis for pay during leaves of less than three (3) consecutive days, the Board shall pay, from school funds, the expenses incurred by the teacher or other employee in obtaining the certificate.

e. Use of Sick Leave for the Birth or Adoption of the Employee's Child

Prior to the adoption of a child, the employee is entitled to use as much of the employee's own sick leave as is necessary to complete the adoption process. (e.g., court appearances, home visits, travel outside the local area). The employee shall submit documentation of the adoption process and any related adoption activities. Additionally, an employee who is in the process of adopting a child may request to use paid sick leave if other extenuating circumstances arise. In such event, the employee shall submit documentation of the extenuating circumstances. After the placement of the child, the employee is entitled to use up to thirty (30) work days sick leave of the employee's accumulated sick leave to be utilized within forty-two (42) calendar days following the placement of the child, provided the employee has thirty (30) sick leave days available.

With respect to birth, prior to the delivery of the child, the employee is entitled to use as much of the employee's own accumulated sick leave as a qualified medical professional determines is necessary as a result of an employee's disability related to pregnancy, provided that the employee submits documented proof of such determination. After the delivery of the child, the employee is entitled to use up to thirty (30) work days of the employee's accumulated sick leave to be utilized within forty-two (42) calendar days, immediately following the birth of the child, provided the employee has thirty (30) sick leave days available. If a qualified medical professional determines that the employee requires additional sick leave or disability time beyond the thirty (30) days of sick leave, then the employee shall be entitled to use additional days of accumulated sick leave upon submission of proper documentation. If such employee shall have exhausted accumulated sick leave, the employee shall be granted a leave of absence without pay, and without other benefits except as provided in the FMLA and Illinois School Code during such period of disability subject to Subparagraph B(2) Disability Leave and **Subsection C, General Conditions for Leaves of Absence**, below. .

f. Employees who Resign Before Completing Their Work Year

An employee's right to the use of thirteen (13) sick days in their initial year of employment with the District is premised on the expectation that he/she will work for the entire year. If an employee informs the District of his/her intent to leave employment with the District prior to the end of the school term, the number of sick days granted in Subparagraph A(1)(a) and (b) above shall be reduced pro-rata by the portion of the school term the employee will not be employed by the District.

The employee is not liable to repay the District for sick days used but not earned. This Paragraph shall not apply to employees who begin an unpaid leave of absence after the start of the school term.

g. Informing Employees of Number of Available Sick Leave Days

The exact number of sick days to which all employees shall be entitled during the school year shall be made available through the applicable employee management system.

2. Funeral and Bereavement Leave

Funeral leave of a maximum of three (3) workdays (which may be used in full or half-day increments) shall be granted for each death in the immediate family as defined above in Suparagraph A(1)(c) and grandparents of spouse. Funeral leave of one (1) workday shall be granted for each death of an aunt, uncle, niece, or nephew if the employee utilizes such day for attendance at the funeral. Additional funeral leave may be granted by the Superintendent. Funeral leave shall be non-cumulative.

Child Bereavement Leave shall be in accordance with the Illinois *Child Bereavement Leave Act* (820 ILCS 154/1 *et seq.*).

3. Personal Leave

a. Personal Leave Use and Definition

All employees shall be allowed up to three (3) of personal leave days each school / work year at full pay. Unused personal leave days will not carryover to the following school / work year, but shall accumulate as unused sick leave days. The work day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day except in a case of emergency, religious holiday or other appropriate unavoidable conflict. Unused personal leave days shall accumulate as sick leave.

Personal business, as defined herein, shall mean an activity that requires the employee's presence during the school/work day and is of such a nature that it cannot be attended to at a later time when school/work is not in session or at the conclusion of a working day or on weekends. Personal leave shall not include any activity producing taxable income (other than the sale of the employee's residence). Employees shall not be required to provide the specific reason for the leave, but shall affirm that such use is consistent with the provisions of this Section. Personal business may include, but is not limited to, attending weddings, graduations, and religious obligations along with taking a child to or from college.

b. Notice for Use of Personal Leave

Except in case of emergencies, two (2) work days written notice of the necessity for personal leave shall be submitted to the Superintendent or designee. In the case of emergency or in the event it is not possible to give the two (2) work days notice, the emergency shall be explained to the Superintendent or designee who may grant such leave.

c. Limitations on the Use of Personal Leave

No more than two (2) personal leave days can be used on consecutive work days (e.g., Mon-Tues, Fri-Mon). The work day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day except in a case of emergency, religious holiday or other appropriate unavoidable conflict. Additionally, personal days cannot be used on the first seven days or the last five days of student attendance unless preapproved for dropping off/picking up college dependents.

d. Partial Personal Days

Employees may use personal leave in full or half-day increments (i.e., first four periods/hours or second four periods/hours). In an emergency, and with the principal/supervisor's prior approval, an employee may request to use less than a half day of personal leave or to use personal leave on three (3) consecutive work days. However, the granting of an exception shall be in the principal/supervisor's sole discretion and shall be non-precedential.

4. Religious Leave

In addition to the above, upon written application to the Superintendent or designee, at least five (5) days in advance, the Board shall grant an employee a leave of absence without loss of pay for a maximum of two (2) work days during each school year for the purpose of observing a recognized religious holiday of the employee's faith. This leave shall not be applicable to any religious observance which does not compel absence from employment.

5. Professional Leave

Upon approval of the principal or designee, employees may attend with full pay professional conferences, meetings, or workshops. Upon approval, employees may also be reimbursed for necessary out-of-pocket expenses incurred in such attendance. Application for leave to attend such meetings shall be submitted in writing to the principal or designee as soon as practicable. If timely application for leave is denied by the initial designee, an appeal may be brought to the Superintendent or designee.

Professional leave shall be approved and distributed among staff on an equitable and consistent basis. The Union acknowledges that equitable and consistent application does not mean pure quotas or an even numeric distribution, and that several other factors also must be considered. This Paragraph shall be considered non-contractual in nature in order to allow the parties an opportunity to monitor the issue. Consequently, grievances arising under this Paragraph shall not be processed beyond the Superintendent level.

6. Jury Duty & Court Leave for School Related Business

An employee shall experience no loss in pay or paid leave benefits because of jury duty or for serving as a witness or appearing for a deposition pursuant to a subpoena for a school-related matter pending in court. The employee shall submit his/her jury duty pay or witness payments to the Business Office and the Business Office shall return any portion of such pay that is designated by the court as reimbursement of the employee's travel expense. Employees required to appear for jury duty or to testify in a school-related matter shall immediately provide their supervisor with a copy of the summons or subpoena.

(Board Resubmits 4/17/18)

7. Accident Leave / Workers Compensation

In case of any injury or illness that is determined to arise out of and in the course of employment, and while the employee is acting pursuant to Board policy, the involved employee shall make every effort to report the incident immediately according to District procedures. For the first three (3) work days of absence due to such injury or illness, the Board shall pay the employee from his/her own accumulated sick leave, if any. If the employee's absence due to such injury or illness continues for more than three (3) work days, then beginning on the fourth (4th) day of such absence, the Board shall pay him/her 1/3 sick leave day per full day of absence and 1/3 of a sick leave day shall be deducted from the employee's accumulated sick leave. (If the employee's absence due to such injury or illness continues for at least fourteen (14) calendar days, and the employee subsequently receives disability pay from the Board's Workers' Compensation carrier for the first three (3) days of absence, then to the extent the employee was paid his/her sick leave for such time period, the Board shall restore 2/3 of the sick leave used and shall deduct the equivalent amount in pay from

any future sick leave payments to the employee.) Any disability payments received from the Board's Worker's Compensation carrier shall be retained by the employee, directly. Should any period of the employee's absence due to such injury or illness also be designated as FMLA leave, then the use of sick leave for the duration of the FMLA leave shall be at the employee's option, rather than mandatory. Any use of sick leave shall be subject to regular withholdings including those necessary for payment to the Teachers' Retirement System. Payment of sick leave under this provision shall occur only to the extent the employee has accumulated sick leave available for use. This Paragraph shall cease to be effective on such date, as the employee shall qualify for disability benefit under the Illinois Teachers' Retirement System.

(Board Modifies 4/17/18)

B. Unpaid Leaves of Absence

All employees may be eligible for unpaid leaves of absence for any of the following reasons, subject to the general conditions for leave (Subsection C) and any other specific conditions which may apply as set forth in **[TBD]**.

1. Unpaid Parental Leave – Tenured Teachers and Non-Probationary Employees

Any tenured teacher or non-probationary classified employee shall be entitled to parental leave without pay, and without other benefits except as provided in the Family and Medical Leave Act of 1993 (FMLA), subject to the general conditions of Subsection C, General Conditions for Unpaid Leaves of Absence, below. Tenured teachers may be permitted to remain on an unpaid parental leave of absence for the balance of a school year plus one additional year, not to exceed two years. However, the effective dates of the leave shall be determined pursuant to Subparagraph C(3) below. Unless the Board and Superintendent agree to a different return date, the tenured teacher shall return to work at the nearest semester break so as not to exceed two years.

2. Unpaid Parental Leave - Non-Tenured Teachers and Probationary Classified Employees

At the discretion of the Superintendent and Board, a non-tenured teacher or a classified employee with less than two (2) full years of service, may be approved for an unpaid parental leave without pay and without other benefits except as provided in the Family and Medical Leave Act of 1993 (FMLA), subject to the general conditions of Subsection C, General Conditions for Unpaid Leaves of Absence, below.

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3. Unpaid Disability Leave

a. Eligibility

Any employee who is disabled as defined in Board Policy 5:180 and who has exhausted all available sick leave shall be entitled to disability leave without pay, and without other benefits except as provided under the FMLA subject to the conditions set forth in subparagraph b..

b. Duration of Unpaid Disability Leaves of Absence

Unless the Superintendent and Board determine that exigent circumstances justify a longer unpaid leave of absence, the duration of unpaid leaves of absence shall not exceed the following after the exhaustion of any paid leaves which may be applicable:

Year of Employment with the District

Maximum Period of Unpaid Leave

1st Year	30 Consecutive Calendar Days
2nd through 4th year	60 Consecutive Calendar Days
5th through 19th year	91 Consecutive Calendar Days
20th year and after	One year

Nothing in this Subparagraph shall be deemed to deprive any employee of any leave provided for in the FMLA or by virtue of military service.

4. Unpaid Professional Leave

Any employee may request a leave without pay or other Board paid benefits for the purpose of engaging in study at an accredited college or university and reasonably related to his/her professional responsibilities, participating in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; the Peace Corps; employee Corps of Job Corps as a full time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities; to serve as a consultant or director of a teacher center; or for other such purposes as determined by the Board and subject to the general conditions set forth in Subsection C below.

5. Unpaid Public Office Leave

A leave of absence shall be granted to any employee for the purpose of serving in a state or national public office to the extent necessary for such activities subject to the general conditions of Subsection C below.

6. Unpaid Part-Time Leave of Absence

Upon written request of the employee and approval of the Board, a tenured teacher or non-probationary employee may be granted a Part-Time Leave of Absence. This may be on a daily basis, on a weekly basis, or a combination of the two.

The granting of a Part-Time Leave of Absence shall have no effect on the tenure or non-probationary status of the employee.

If granted, Part-Time Leaves of Absence shall be for specific periods of time. This time period shall not be greater than one (1) calendar year; however, the employee may ask for renewal of the Part-Time Leave of Absence and it may be granted at the sole and non-precedential discretion of the Board.

Employees on Part-Time Leave of Absence shall receive pay and benefits on a basis prorated to the proportion of active non-Leave of Absence employment. Seniority shall accrue proportionately to the time actively at work. Whenever an employee works the equivalent of fifty percent (50%) or greater of a work year during one (1) or more work years (whether part of each work day for the full work year or the full work day for part of the work year), that employee shall be eligible to advance on the salary schedule the next school year. Time worked in excess of fifty percent (50%) shall not be cumulative.

7. Military Leave

The status of employees, including the contractual continued service status of teachers, who serve in the U.S. Armed Services, or any of its reserve components and the National Guard, shall be determined in accordance with state and federal laws. Employees who are absent from work because of their service in the U.S. Armed Services, or any of its reserve components and the National Guard, shall be granted leave without pay. Such leave shall not exceed five (5) years unless state or federal law otherwise requires. Employees will give prior notice of their military leave as early as possible, at least thirty (30) days prior to departure when it is feasible to do so. The re-employment rights of

employees returning from military service will be applied in accordance with state and federal laws.

8. Other Unpaid Leave {Formerly “General Leave”}

Any employee may request a leave without pay, and without benefits except as provided in the FMLA and Illinois School Code, for such other purposes appropriate as determined by the Board. Any such leave the Board grants in its discretion under this section shall comply with Section C, General Conditions for Unpaid Leaves of Absence.

C. General Conditions for Leaves of Absence

Unless otherwise set forth in this Agreement, any leave of absence granted by the Board for the reasons stated in Subsection B above is subject to the following general terms and conditions listed in paragraphs 1 through 11 below.

1. Time Lines for Requesting Leaves

Application for an unpaid leave shall be made in writing to the Superintendent or designee at least ninety (90) calendar days prior to the proposed start of the leave, except if the reason giving rise to the leave request occurs after the ninety (90) calendar day deadline, in which case the application will be made as soon as practicable. Except for parental leave or leaves for which the reason giving rise to the need for leave occurs later than the deadline, leaves for the following school year shall have applications submitted no later than February 1 of the preceding school year.

2. Medical Substantiation

a. Requests for Leave

Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement including the nature, anticipated extent, and duration of medical disability.

b. Return from Leave

If requested in writing by the District, evidence from a qualified physician indicating the employee's ability to perform all assigned duties shall be submitted at least seven (7) calendar days prior to the return of any employee on an unpaid leave for personal medical reasons. If an employee has provided the District with a physician's statement which states that the employee is fit and able to return to work, but the District has obtained a physician's statement which states that the employee is not fit and able to return to work, then the District may require the employee to remain away from work by placing the employee on paid administrative leave without loss of sick leave until such time as the physicians of both the employee and the District are in agreement as to the fitness and ability of the employee to return to work. If the physicians are unable to agree on the employee's fitness and ability to return to work within one (1) week of being notified by the parties of the other physician's conflict of opinion, a third physician mutually selected by the District and the Union shall assess the employee's fitness and ability to return to work. Both the District and the employee agree to abide by the third physician's opinion. The employee shall reasonably cooperate with the District in assisting the physicians in making a timely determination. If the physicians agree or the third physician determines that the employee should not have returned to work, then the District shall deduct the amount of paid administrative leave which was paid out to the employee from the employee's salary or sick leave. If the physicians agree or the third physician determines that the employee should have returned to work, then the employee shall be allowed to retain the amount of paid administrative leave which was paid out to the employee.

3. Structuring of Unpaid Leaves of Absence

The employee and the Superintendent or designee shall agree on a plan for the commencement and termination of any unpaid leave of absence recommended for approval giving primary consideration to maintaining the continuity of instruction for students and ensuring that the leave is of the shortest possible duration required to meet the leave's purpose.

4. Sick Leave

Sick leave shall not be applicable during the period of any unpaid leave, except upon mutual agreement on a non-precedential basis between the employee and the Superintendent in the interests of continuity of instruction. Any accumulated sick leave available at the commencement of the leave shall be available to the employee upon return to regular employment in the District.

5. Insurance Benefits

Subject to the insurance carrier's approval, an employee on an unpaid leave of absence may maintain insurance benefits by making timely payment of all premiums which may be due to the Business Office or elsewhere pursuant to its direction. Nothing in this Subparagraph shall be deemed to deprive any employee of paid insurance benefits provided for in the FMLA.

6. Notice of Intent to Return

Any employee granted an unpaid leave shall advise the Superintendent or designee in writing no later than February 1 prior to the termination of such leave that he/she intends to return to regular employment. The District shall provide the employee a reminder of the February 1st deadline by no later than January 15th and such reminder shall include a notice of the fact that the failure to advise the Superintendent or designee of intent to return as required by this Subparagraph shall be treated as an election not to return to regular employment and as a resignation from the District.

7. Impact of Leave on Tenure Acquisition – Non-Tenured Teachers

For a school term to count toward the attainment of tenure, the non-tenured teacher must work at least one hundred twenty (120) full time employment days, provided that any days of leave under the FMLA that the teacher is required to take until the end of the school term shall be considered days of teaching or participation in the District's educational program. A school term that is not counted toward attainment of tenure shall not be considered a break in service for purposes of determining whether the non-tenured teacher has been employed for the period of time necessary to attain tenure, provided that the non-tenured teacher actually teaches or is otherwise present and participating in the District's educational program in the following school term.

8. Impact of Leave on Probationary Status - Classified Employees

Any period while such employee is not working will not count toward the employee's completion of his/her probationary period. Leaves taken in accordance with the District's Family and Medical Leave Policy (FMLA) and the Family Medical Leave Act and/or leaves of absence of ninety (90) working days or less shall not constitute a break in probationary service with the District.

9. Eligibility for Wage and Salary Increases

a. Teachers and Regular Part-Time Employees

To be eligible for any wage or salary increases, a teacher or regular part-time employee who was on a leave of absence must actually work the entire fall semester, the entire spring semester, or, if the leave spans both semesters, the teacher or regular part-time employee must work at least ninety-one (91) days of the school year to advance to the next wage rate or salary step as though the entire year had been completed.

b. Regular Full-Time Employees

For purposes of advancement on the compensation schedule or receiving the regular wage rate increase, an employee shall be regularly employed one half (1/2) or more of the working days for that employee during that employee's work year shall be entitled to advancement thereon or wage rate increase as though the entire year had been completed.

10. Board Discretionary Leave

Notwithstanding the general conditions set forth above, the Board retains the sole discretion to grant or extend any discretionary unpaid leave of absence (i.e., unpaid professional leave, unpaid part-time leave of absence, unpaid leaves for non-tenured teachers, unpaid leaves for classified employees with less than 2 years of service, and "other unpaid leave") under any conditions deemed appropriate. The granting or denying of an unpaid discretionary leave or extension shall be non-precedential with respect to any other request for discretionary leave by an employee in the District. Nothing in this Subparagraph shall be deemed to deprive any employee of any right to a leave as provided for in the FMLA.

11. Eligibility for Further Leaves

Anything in the Section to the contrary notwithstanding, an employee who has been granted an unpaid leave of absence shall not become eligible for a subsequent leave unless and until such employee has returned to regular employment for at least one (1) complete school term, provided, under exceptional circumstances, the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect. Nothing in this Subparagraph shall be deemed to deprive any employee of any right to a leave as provided for in the FMLA.

12. Employer Rights - FMLA

Nothing in ARTICLE VII. LEAVES OF ABSENCE, E, Unpaid Leaves of Absence, shall be construed to deprive the Board of any employer rights provided for in the FMLA.

13. Effect of Emergency School Closing on Leave

When the school is officially closed by the Superintendent, no leave days previously arranged by an employee shall be deducted for such emergency days.

***** END Leaves of Absence Package *****

ARTICLE X

TCOMPENSATION AND FRINGE BENEFITS - TEACHERS

* * *

B. Insurance and Other Benefits

1. Amount of Contribution and Policies of Insurance³

Beginning July 1st, 2019, the Board shall contribute for each full-time teacher as follows:

PPO 500

Single: 100%* premium paid by the district

Employee + Spouse: 70%* of the Employee + Spouse premium paid by the district

Employee + Children: 70%* of the Employee + Child(ren) premium paid by the district

Family: 70%* of the Family premium paid by the district

PPO 750

Single: 100%* premium paid by the district

Employee + Spouse: 70%* of the Employee + Spouse premium paid by the district

Employee + Children: 70%* of the Employee + Child(ren) premium paid by the district

Family: 70%* of the Family premium paid by the district

HMO Illinois

Single: 100%* premium paid by the district

Employee + Spouse: 70%* of the Employee + Spouse premium paid by the district

Employee + Children: 70%* of the Employee + Child(ren) premium paid by the district

Family: 70%* of the Family premium paid by the district

HMO Blue Advantage

Single: 100%* premium paid by the district

Employee + Spouse: 70%* of the Employee + Spouse premium paid by the district

Employee + Children: 70%* of the Employee + Child(ren) premium paid by the district

Family: 70%* of the Family premium paid by the district

***Participation in the Wellness Program**

The District shall provide a Wellness Program. To receive the full 100%/70% Board contribution toward insurance, an employee must enroll in the Wellness Program. Employees who elect not to enroll in the Wellness Program shall have the contribution they receive from the District reduced by 3% of the cost of the single premium for the insurance plan (e.g., PPO 500, PPO 750, HMO Illinois or HMO Blue Advantage) in which the Employee is enrolled. Employees must enroll in and annually renew participation in the Wellness Program before October 1st of each year to avoid the reduction for not participating in the District's Wellness Program.

PPO500 EXAMPLE: *Note: Propose using actual premium amount.*

Annual Single Premium - \$8,358 x .03 (3%) = \$251

\$251 = 3% of Annual Single Premium

³ Until July 1, 2019, the Board shall continue to contribute the amounts set forth in Annex 1.

If an Employee elects not to enroll in the Wellness Program, the contribution that he/she receives toward single, employee +spouse, employee +child(ren) or family PPO500 health insurance coverage shall be reduced by 3% of the annual cost of the PPO500 single insurance coverage, which in this example is a \$251 annual reduction.

Such group hospital/major medical policies of insurance shall provide no less coverage than the policies selected by the Board and Union for the 2019-2020 Plan Year except for changes: (1) to which the Board and the Union mutually agree; and/or (2) that are required to be made at the initiation of the insurance carrier.

During the eligible teacher's first year of employment, insurance coverage shall be from as near the first day of actual work as possible through June 30th. In subsequent years of employment, the eligible teacher's coverage shall be for 12 months (July 1 – June 30). The insurance coverage for an eligible teacher whose employment terminates "mid-year" shall cease thirty (30) calendar days after termination of employment. The insurance coverage for an eligible teacher who retires from the District shall continue through August 31st of the calendar year in which they retire provided they actually worked through the end of the school year.

Effective upon the first insurance renewal period following the ratification of the Agreement, the Board shall also contribute for such employees the cost of the premium for fifty thousand dollars (\$50,000) of group life insurance. However, the amount of group term life insurance may be reduced for teachers who are seventy (70) and older in accordance with the schedule of benefits established by the group term life insurance carrier.

The Board shall also provide individual coverage under both group dental and vision insurance policies. Such dental policy shall provide no less coverage than that in effect during the previous insurance year. Unless prohibited by law, the District shall offer 4-tiers (i.e., single, employee +spouse, employee +child(ren) and family) of dental and vision coverage. Except as otherwise provided herein, such coverage shall be for twelve (12) month periods commencing September 1.

Teachers who work less than 50% of the FTE are ineligible for participation in the District's health insurance plan. For Teachers who work 50% or more of the FTE, but less than 100% of FTE, the District's contribution toward his or her health insurance cost, vision insurance, and dental insurance will be pro-rated according to the percentage of full-time employment.

A

Employees shall be eligible for a one-time \$500 cash incentive for movement from HMO single to PPO single insurance coverage.

Board resubmits

2. Section 125 Plan

aThe Board shall establish an IRS Section 125 Plan. The purpose of this plan is to tax shelter employee premiums, non-reimbursed medical expenses and dependent day care costs. For dependent care costs, Employees will be allowed to deduct the maximum amount permitted by law. For non-reimbursed medical expenses, Employees will be allowed to deduct the maximum amount permitted by law, so long as it does not exceed five thousand (\$5,000) dollar annually.

- b. Each employee who chooses to participate shall pay any monthly fees required for such participation.
- c. As of the start of the plan year (January 1 to December 31) following the ratification of this Agreement, the Board shall amend its Section 125 Plan to allow a two and a half (2 ½) month grace period for employees to spend down any unused FSA funds from the previous plan year. Any such funds must be spent before March 15th of the following plan year.

~~Per IRS rules and regulations, employees will be allowed to carry over up to \$500 of unused funds to the following plan year, or under the grace period option an employee has until two and a half months after the end of the plan year to incur eligible expenses.~~

Board resubmits 5/16/18 to relocate EAP here

3. Employee Assistance Program

The District offers an Employee Assistance Program (EAP).

Board resubmits 5/16/18

4. Insurance Advisory Committee (IAC)

- a. The Insurance Advisory Committee shall be comprised of three (3) members to be appointed by the Superintendent and three (3) members to be appointed by the Union President. The IAC shall meet four times per school year. The IAC shall advise the Board and the Union on the following issues related to all the above insurance plans, including:
 - 1) risk and premiums;
 - 2) coverage;
 - 3) carrier/vendor/Third Party Administrator;
 - 4) available options;
 - 5) structure of insurance coverage; and
 - 6) other issues related to all the above insurance plans .
- b. The IAC shall receive from the District and Union all information necessary to adequately study these issues, including, but not limited to, a copy of the preliminary renewal document, any documents modifying the preliminary renewal document and the final renewal document.
- c. An agenda of matters to be discussed by either party shall be provided to the other, in writing, no less than three (3) workdays prior to an IAC meeting.
- d. Any recommendation of the IAC shall be negotiated by both the Board and the Union prior to implementation.
- e. The IAC shall initiate its meetings by October 1st each year. It shall submit its recommendation to the Board no later than April 15th. If no recommendation is made to the Board by April 15th, then the parties shall proceed to abide by the provisions of paragraph (d) of this subsection. If either party rejects the recommendation in part or in whole or fails to take action within thirty (30) days of the recommendation, then the parties shall proceed to abide by the provisions of paragraph (d) of this subsection.

4. National Health Care Reform

- a. For purposes of this Paragraph, fringe benefit shall be defined as any compensation other than direct wages that are received by an employee under the terms of this Agreement that are financed either wholly or in part by the employer, or by means of a salary reduction agreement between the employer and the individual employee.
- b. If a change in applicable federal or state statute or rule/official guidance causes a previously untaxed fringe benefit to become a portion of an employee's taxable compensation, then the parties agree to reopen the Agreement for renegotiations; the Agreement shall be reopened for negotiation only to the extent necessary to deal with the specific fringe benefit(s) that has heretofore been untaxed but which may have become taxable. The sole purpose of reopening portions of this Agreement for renegotiations as described herein shall be to reduce, insofar as possible, any additional tax liability which an employee might suffer as a result of the change in applicable federal or state statute or applicable rule/official guidance without increasing the costs to the District.
- c. If a change in applicable federal or state statute or rule/official guidance causes a substantive change in the benefit level, structure, or delivery system of a fringe benefit, then the parties agree to reopen the Agreement for renegotiations; the Agreement shall be reopened for negotiation only to the extent necessary to deal with the specific fringe benefit that is subject to a change as described herein. The sole purpose of reopening portions of this Agreement for renegotiations as described herein shall be to bring applicable provisions of the Agreement in compliance with applicable federal or state statute or applicable rule/official guidance without increasing the costs to the District.
- d. Nothing in this Section shall be construed to require any increase in the Board's contribution as provided for in Subsection B. 1. above, except that if any change in applicable federal or state statute (or applicable rule/official guidance) requires a change in such contributions or overall cost of the benefit, then the parties agree to reopen this Agreement for renegotiations on that issue to prevent additional costs to the District.

Board resubmits 5/16/18

Board rejects the Union's proposal.

C. TRS Contributions

The Board shall remit for each teacher the full employer percentage required by law.

Board resubmits 6/6/18

F. Compensation and Wages for New Employees

All new teachers will be hired at BA 1, step 1. All counselors and social workers will be hired at no less than MA 1, step 1. All psychologists will be hired at no less than MA 30, step 1. In the administration's discretion, a new teacher may be placed at a higher step or lane based on the new teacher's experience and qualifications and/or if the position is hard to fill.

Board rejects the Union's 12/3/18 proposal concerning National Board Certification Differential.

Board resubmits 5/16/18

Board resubmits 5/16/18

Board resubmits 5/16/18

***** Board's Retirement Package *****

Board modifies 1/10/19

M. Longevity Pay

3.5% x 5 years

No additional steps on the schedule

Board resubmits 5/16/18

Board resubmits 5/16/18

1. RETIREMENT BENEFIT

Those certified employees who retire through the Illinois Teachers' Retirement System ("TRS") and who meet the following eligibility requirements shall receive the retirement benefits set forth in Section 2 below.

ELIGIBILITY REQUIREMENTS

- A. the employee must be eligible to retire without the District incurring a penalty or an actuarial contribution to TRS; and
- B. must have completed at least fifteen (15) consecutive full-time teaching years of service at Warren Township High School as of his/her last teaching day with the District; and
- C. must have submitted a written irrevocable retirement notice to the Superintendent or designee, no earlier than March 1st of the seventh year prior to retirement but no later than August 1st of the sixth school year prior to retirement and must have his/her retirement application accepted by TRS within 6 months following said resignation from the District; and (NOTE: THE BOARD IS AGREEABLE TO ALLOWING ADDITIONAL TIME TO AN EMPLOYEE WHO WISHES TO SUBMIT NOTICE FOR RETIREMENT TO OCCUR IN 2024.)
- D. must have submitted a TRS verification of the employee's creditable service, earnings estimated as of his/her time of retirement; and
- E. must work until the date indicated on the notice of intent to retire.

2. RETIREMENT BENEFITS:

For those employees who meet the above eligibility requirements, the District shall provide the following four (4) enhanced retirement benefits:

- A. Salary Enhancement – The District shall increase the base salary paid to the employee during his/her seventh year prior to retirement by:

- (1) 7%, in his/her sixth and fifth years immediately prior to retirement; and
- (2) 3% in his/her final four years immediately prior to retirement. (For teachers who wish to retire at the end of the 2023 school year only, the Board will provide a 5-year retirement benefit, which shall consist of all the retirement benefits set forth under this Paragraph 2, except that the Salary Enhancement provided shall be 9.5% over the base salary of the sixth year prior to retirement and then 3% over the preceding year's base salary for the four years immediately prior to retirement.)

Such payments shall be less any compensation for which services are no longer rendered by the employee and shall be in lieu of the ordinary salary due under this Agreement;

- B. Post-Retirement Insurance Benefit - The District shall pay each employee who enrolls in the Teacher Retirement System's health insurance plan or in any other plan outside the plan provided by the Board, and who waives their rights under COBRA, either the retirement bonus amount of ten thousand dollars (\$10,000) in one lump sum payment or two thousand four hundred dollars (\$2,400) per year for a five (5) year period for the payment of single/dependent coverage, depending upon the employee's choice. Either choice shall be payable after retirement so as not to be considered creditable earnings;
- C. Post-Retirement Unused Sick Leave Payment –The District shall pay a service recognition payment for eligible unused sick leave days. Eligibility for such payment shall be determined by multiplying the unused accumulated sick leave days of the employee in excess of those days eligible for retirement credit by sixty-five dollars (\$65). This payment shall be due and payable to the employee in one (1) lump sum after the employee's last day of employment (i.e., date of resignation from the District as stated in the Paragraph 11.1(C) notice) and after the employee's receipt of the last paycheck for regular earnings, but no later than thirty (30) days after the latter of these two (2) dates. The parties intend that such post-resignation unused sick leave payment would constitute non-creditable earnings; and
- D. Post-Retirement Severance Benefit – The District shall pay each employee a post-retirement severance payment in the amount of \$250 per year for each year of completed full-time service to the District. The severance payment shall be due and payable to the employee in one (1) lump sum after the employee's last day of employment (i.e., date of resignation from the District as stated in the Paragraph 11.1(C) notice) and after the employee's receipt of the last paycheck for regular earnings, but no later than thirty (30) days after the latter of these two (2) dates. The parties intend that such post-resignation severance payment would constitute non-creditable earnings.

These post-retirement benefits are offered as an employee retention plan under Section 457(f) of the Internal Revenue Code, both as a reward for past service with the District and to further retain the services of the employee from the date of election of the retirement benefit until the date of retirement.

Tax Disclaimer

The Parties hereby agree that the Board makes no representations regarding the impact of the post-retirement benefits on the employee's tax obligations. Any and all determinations regarding income taxes and other related tax issues shall be made by the Internal Revenue Service and other applicable governmental authority. The District shall

withhold and report all taxable income pursuant to its requirements under the Internal Revenue Code and applicable regulations and guidance.

N3. INDIVIDUAL RETIREMENT PLANS

The Board reserves the right to enter into individual retirement plans in those instances that are determined by the Board to be mutually beneficial to the District and the employee, provided notice of such an individual retirement plan is given to the Union President.

O. REOPENER IN THE EVENT OF CHANGES IN THE ILLINOIS TEACHERS' RETIREMENT SYSTEM

1. In the event of any changes (other than the changes described in Paragraph 2 below) to the Illinois Teachers' Retirement System which impact the District's cost, the employee's costs or otherwise affects the financial impact of any retirement benefits, both the Board and the Union reserve the right to reopen negotiations regarding any or all of the retirement benefits contained in this Agreement.
2. In the event the General Assembly acts to restore the 6% cap, the Board and the Union agree that the Parties will replace Paragraph A (Salary Enhancement) above with the following language:
 - a. Salary Enhancement – The District shall increase the base salary paid to the employee during his/her fifth year prior to retirement by 6% for each of the employee's final four years immediately prior to retirement, less any compensation for which services are no longer rendered by the employee. These payments shall be in lieu of the ordinary salary due under this Agreement;

Additionally, the Parties agree that Paragraph D (Post-Retirement Severance Benefit) will become null and void.

However, if the General Assembly acts to restore the 6% cap after any employees have already begun to receive the benefits under Paragraph A, the Parties agree to meet and negotiate concerning any impact to the District and/or the employees who have already begun to receive the benefits under Paragraph A. In such event, only the benefits set forth in Paragraphs A and D shall be negotiable unless the Parties mutually agree otherwise.

***** END Board's Retirement Package *****

Board resubmits 5/16/18 (relocating to Section B)

Board resubmits 12/3/18

Lead Teacher Positions

Teachers shall be hired for the position of Lead Teacher and shall receive an annual stipend per school year. The amount of the stipend shall be based on the number of teachers for whom the Lead Teacher is responsible, excluding themselves, but including any Special Education and ELL teacher(s) they are responsible for, as specified below:

Number of Teachers	Lead Teacher Stipend
1-5 Teachers	\$7,500
6-10 Teachers	\$8,500
11-15 Teachers	\$9,500
16 or More	\$10,500

PLT leaders shall receive a stipend. Each department shall receive a dollar amount at the discretion of the District to be divided amongst the PLT leaders.

Lead Teachers shall not be assigned a supervision and shall teach four academic classes instead of five academic classes.

The Lead Nurse shall receive a stipend of \$7500.

Grant based stipends are provided in accordance with the specific grant, including but not limited to duration of the grant, work requirements, and compensation amounts, and shall be distributed at the discretion of the Administration.

* * *

COMPENSATION FOR TEACHERS

BOARD MODIFIES 1/10/19

Those teachers who have room to “step” on the salary schedule shall receive a step increase. Additionally, “the base salary” shall increase by the percentage reflected below for years 2018-2019, 2019-2020, 2020-2021 and 2021-2022. In exchange for Union withdrawal of TRS Contribution, Board agrees to fifth year. Such increase will take effect upon the date of the Board’s approval of a new Collective Bargaining Agreement.

2018-2019	2.50% increase on the schedule
2019-2020	2.00% increase on the schedule
2020-2021	1.25% increase on the schedule
2021-2022	1.25% increase on the schedule

PACKAGE 2022-2023 1.25% (in exchange for Union withdrawing TRS Contribution)

Those teachers who do not have room to “step” on the salary schedule (that is, teachers on longevity), will receive a 3.5% increase over their prior year’s salary. Such increase will take effect upon the date of the Board’s approval of a new Collective Bargaining Agreement.

2018-2019 3.5%

2019-2020 3.5%

2020-2021 3.5%

2021-2022 3.5%

PACKAGE 2022-2023 3.5% (in exchange for Union withdrawing TRS Contribution)

Board holds all other aspects of its economic proposal for teachers.

ARTICLE XI

COMPENSATION AND FRINGE BENEFITS – CLASSIFIED EMPLOYEES

B. Insurance and Other Benefits

1. Amount of Contribution and Policies of Insurance

The District's contribution toward health insurance for classified employees shall be the same as listed the District's contribution toward health insurance for teachers, as listed in Article X, Section B(1).

Insurance Eligibility

Insurance coverage for eligible employees shall be from as near the first day of employment as possible through June 30th. In subsequent full years of employment, the eligible employee's coverage shall be for 12 months (July 1 – June 30). The insurance coverage for an eligible employee whose employment terminates "mid-year" shall cease either thirty (30) calendar days (i) after the Board meeting approving the termination of employment, (ii) after the employee's resignation, or (iii) after the employee's last day of actual work, whichever is later. Insurance coverage for an eligible employee who retires "mid-year" shall cease thirty (30) calendar days after the employee's retirement.

Effective upon the first insurance renewal period following the ratification of the Agreement, the Board shall also contribute for such employees the cost of the premium for fifty thousand dollars (\$50,000) of group life insurance. However, the amount of group term life insurance may be reduced for teachers who are sixty-five (65) and older in accordance with the schedule of benefits established by the group term life insurance carrier.

The Board shall also provide individual coverage under both group vision and dental insurance policies. Such dental policy shall provide no less coverage than that in effect during 2004-05 insurance year. Except as otherwise provided herein, such coverage shall be for twelve (12) month periods commencing September 1.

Board Modifies 5/16/18

2. Less Than Full Time Service

- a. Regular part time classified employees employed less than full time shall receive an allowance pro rata based upon the percentage of employment.

Board resubmits

2. Section 125 Plan

The Board shall establish an IRS Section 125 Plan. The purpose of this plan is to tax shelter employee premiums, non-reimbursed medical expenses and dependent day care costs. Employees will be allowed up to the maximum allowable deduction, not to exceed five thousand (\$5,000) dollars.

Each employee who chooses to participate shall pay any monthly fees required for such participation.

- c. As of the start of the plan year (January 1 to December 31) following the ratification of this Agreement, the Board shall amend its Section 125 Plan to allow a two and a half (2 ½) month grace period for employees to spend down any unused FSA funds from the previous plan year. Any such funds must be spent before March 15th of the following plan year.

Board resubmits 5/16/18

4. Employee Assistance Program

The District shall provide an Employee Assistance Program (EAP).

Board resubmits 5/16/18

Board resubmits 5/16/18

6. National Health Care Reform

- a. For purposes of this Paragraph, fringe benefit shall be defined as any compensation other than direct wages that are received by an employee under the terms of this Agreement that are financed either wholly or in part by the employer, or by means of a salary reduction agreement between the employer and the individual employee.
- b. If a change in applicable federal or state statute or rule/official guidance causes a previously untaxed fringe benefit to become a portion of an employee's taxable compensation, then the parties agree to reopen the Agreement for renegotiations; the Agreement shall be reopened for negotiation only to the extent necessary to deal with the specific fringe benefit(s) that has heretofore been untaxed but which may have become taxable. The sole purpose of reopening portions of this Agreement for renegotiations as described herein shall be to reduce, insofar as possible, any additional tax liability which an employee might suffer as a result of the change in applicable federal or state statute or applicable rule/official guidance without increasing the costs to the District.
- c. If a change in applicable federal or state statute or rule/official guidance causes a substantive change in the benefit level, structure, or delivery system of a fringe benefit, then the parties agree to reopen the Agreement for renegotiations; the Agreement shall be reopened for negotiation only to the extent necessary to deal with the specific fringe benefit that is subject to a change as described herein. The sole purpose of reopening portions of this Agreement for renegotiations as described herein shall be to bring applicable provisions of the Agreement in compliance with applicable federal or state statute or applicable rule/official guidance without increasing the costs to the District.
- d. Nothing in this Section shall be construed to require any increase in the Board's contribution as provided for in Subsection B. 1. above, except that if any change in applicable federal or state statute (or applicable rule/official guidance) requires a change in such contributions or overall cost of the benefit, then the parties agree to reopen this Agreement for renegotiations on that issue to prevent additional costs to the District.

***** PART 2 OF CLASSIFIED EMPLOYEE PACKAGE *****

* * *

C. Compensation and Wages for New Classified Employees

The following shall be the starting hourly wage rates for classified employees newly hired to the District:

Classification I: Clerical		
Level	Entry Level/New Employees	18-19
A	Attendance Clerk, Mail Clerk/Teacher Secretary, Receptionist	\$15.00
B	Assistant Registrar, Bookkeeper, Student Services Secretary, Technology Department Clerks	\$16.00
C	Bilingual Secretary, Educational Technology Department Secretary, Special Education Secretary	\$17.00
D	Administrative Assistant to Principals Office, Administrative Assistant to Special Ed Department, Administrative Assistant to Athletic Department, Administrative Assistant to Maintenance, Administrative Assistant to Bilingual and Teacher Services, Registrar	\$18.00

Classification II: Nurse		
Level	Entry Level/New Employees	18-19
A	Certified Nursing Assistants	\$18.00
B	Non-School-Licensed Registered Nurses	\$25.00

Classification III: Paraprofessional		
Level	Entry Level/New Employees	18-19
A	Paraprofessional (Special Education, EL, Job Coach, etc)	\$16.00

Classification IV: Maintenance		
Level	Entry Level/New Employees	18-19
A	Non-Licensed	\$18.00
B	Licensed	\$25.00

Classification V: Technology		
Level	Entry Level/New Employees	18-19
A	Instructional Technology Technician, Technology Technician	\$21.00
B	Lead Technology Technician	\$22.00

1. The starting hourly wage rates will increase by 50% of the annual percentage increase for classified staff over the duration of the contract.

Nothing herein shall require the Board to fill each of these positions, nor is there any implication concerning the number of employees actually assigned to any of the listed positions. For hourly employees, in determining hourly wage rates for new classified

employees, no such employee shall be hired above the minimum hourly wage rates specified above except for reasonable cause, taking into account special considerations such as the new employee's certification, qualifications, prior experience, prior job performance or special supplementary skills as such considerations relate to the position; in such case, the District will discuss with the Union the contemplated higher initial placement above the starting hourly wage rate.

D. Classified Employee Wages

The hourly wage rate for returning classified employees shall be increased by 6.0% for the 2018-2019 school year. The hourly wage rate for returning classified employees shall be increased by 5.0 % for the 2019-2020 and 2020-2021, and 4.5% for the 2021-2022, and 2022-2023 school years.

To be eligible for any retroactive wage increase, a Classified Employee must be employed by the District on the date this Agreement is ratified by both Parties.

There is an annual stipend of \$5500 provided to one Classification I staff member at each campus to provide for oversight of the substitute requisition process.

There is an annual stipend of \$2000 provided to one Classification III staff member at each campus to provide for support of paraprofessional assignments.

Registered Nurses may be required by Building Administration to work up to ten (10) additional days each year; the Registered Nurses and Building Administration shall work together to schedule potential additional summer workdays. **Registered Nurses will be paid pro rata.**

**E. Service Recognition
Classified Staff**

A service recognition payment shall be made to any classified employee retiring from School District 121 who makes application for retirement benefits from the Illinois Municipal Retirement Fund. Such payment shall be determined by multiplying the unused accumulated sick leave days of the classified employee in excess of those days attributable toward retirement credit by twenty-five dollars (\$25). This payment shall be made in the month following the month of the employee's last day of work in the District after retirement so as not to be considered credible earnings.

F. Shift Differential

In addition to the regular hourly wage rate, Classification VI classified employees shall receive a shift differential of fifty cents (\$0.50) per hour for each non-overtime actual shift hour worked between the hours of 5:00 p.m. and 7:00 a.m.

J. Longevity Pay

Each classified employee, **except paraprofessionals and Technology Technicians** paid on an hourly rate who has completed at least seven (7) consecutive years of employment as determined by the employment anniversary date shall receive twenty cents (\$0.20) per hour in addition to the regular rate of pay. Each classified employee paid on an hourly rate who has completed at least fourteen (14) consecutive years of employment as determined by the employment anniversary date shall receive forty-five cents (\$0.45), (i.e., \$0.25 plus the initial \$0.20) per hour in addition to the regular rate of pay.

Paraprofessional and Technology Technician Longevity

Each paraprofessional and technology technician who has completed at least ten (10) consecutive years of employment as determined by the employment anniversary date shall receive one thousand dollars (\$1,000) in addition to the regular annual salary. Each paraprofessional and technology technician who has completed at least fifteen (15) consecutive years of employment as determined by the employment anniversary date shall receive one thousand five hundred dollars (\$1,500) in addition to the regular annual salary. Each paraprofessional and technology technician who has completed at least twenty (20) consecutive years of employment as determined by the employment anniversary date shall receive two thousand dollars (\$2,000) in addition to the regular annual salary. The aforementioned amounts shall not be cumulative.

K. Classified Staff Retirement Incentive

This Section shall apply to classified staff employees only.

Upon written irrevocable retirement notice to the Superintendent or designee, no later than September 1st (or within ninety calendar days following execution of this or a successor Collective Bargaining Agreement, whichever is later) of the fourth school year prior to the one at the end of which the employee shall retire, the District shall increase the regular compensation for that employee to a total amount equal to five percent (5%) greater than the compensation amount earned by that employee during the preceding school year, plus any longevity, for four (4) consecutive years. That is, the employee shall receive the Retirement Incentive increase of five percent (5%) **annually** in place of any other raise, and not in addition to any such raise.

To be eligible:

1. the employee must be eligible to retire under the Illinois Municipal Retirement Fund;
2. must have completed at least ten (10) years of service at Warren Township High School at the time the retirement is effective
3. must work until the date indicated on the notice of intent to retire.

For classified staff employees whose regular annual increase per Article XI.D (Classified Employee Wages) would be greater than the 5% increases described above in Article XI.K (Classified Staff Retirement Incentives), such employee will still give notice per the above but will receive the larger regular annual increase. In either case, all classified employees regardless will be eligible for the below.

In addition to the above compensation increases the employee shall receive a post retirement severance payment equal to one hundred fifty (\$150) dollars for every year of completed service to Warren Township High School. The Post-Retirement payment shall be paid in a lump sum in the month following the month of the employee's last day of work in the District so as not to be considered creditable earnings.

This retirement benefit is offered as an employee retention plan under Section 457(f) of the Internal Revenue Code, both as a reward for past service with the District and to further retain the services of the employee from the date of election of the retirement benefit until the date of retirement.

Tax Disclaimer

The Parties hereby agree that the Board makes no representations regarding the impact of the post-retirement severance payment on the employee's tax obligations. Any and all determinations regarding income taxes and other related tax issues shall be made by the Internal Revenue Service and other applicable governmental authority. The District shall withhold and report all taxable income pursuant to its requirements under the Internal Revenue Code and applicable regulations and guidance.

*****END PART 2 OF CLASSIFIED EMPLOYEE PACKAGE*****

COMPENSATION FOR CLASSIFIED STAFF

BOARD MODIFIES 12/3/18

Classified staff will receive a 6.0% increase over their prior year's salary for the first year of the Agreement. Additionally, Classified staff wages shall increase by the percentage reflected below for years 2019-2020, 2020-2021, 2021-2022 and 2022-2023. Such increase shall be retroactive to July 1, 2018.

2018-2019 6.0%

2019-2020 5.0%

2020-2021 5.0%

2021-2022 4.5%

PACKAGE 2022-2023 4.5% (5th year in exchange for withdrawal of TRS contribution)

To be eligible for any retroactive wage increase, a Classified Employee must be employed by the District on the date this Agreement is ratified by both Parties.

Board holds to all other aspects of its economic proposal for Classified Staff.

ARTICLE XIII

DURATION AND RELATED TECHNICAL CLAUSES

Board resubmits 11/27/18 (four year agreement).

A. Duration

This Agreement shall be effective and shall continue in effect until
(Board resubmits 5/16/18.)

B. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto regarding all matters affecting wages, hours and other terms and conditions of employment and similar or related subjects, and neither the Board nor the Union shall be required to negotiate or bargain any additional matters during the term of this Agreement except as otherwise provided herein. Neither the Board nor the Union shall be bound by any requirement which is not specifically stated in this Agreement. Specifically, but not exclusively, neither the Board nor the Union is bound by any past practice of the Board or District, or understandings with the Union, unless such past practices or understandings are specifically stated in this Agreement. 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 executed according to the provisions of this Agreement.

* * *

(Board resubmits 5/16/18.)

F. Reopening of Agreement (NEW) - Property Tax Freeze or Other Legislative Limits on the District's Ability to Meet its Obligations

If the Illinois General Assembly enacts legislation imposing a property tax freeze or otherwise limiting or constraining the District's ability to meet its financial obligations, the Board and the Union agree to reopen the Agreement and bargain over adjustments to the economic terms to allow the Board to meet its financial obligations in light of the change in law. In such event, the Board and the Union agree to meet within thirty (30) calendar days of the effective date of the law, unless the parties agree, in writing, to a different time for meeting.

Appendix B

Co-Curricular Positions

Board Resubmits 5/16/18

1. **Managerial Discretion (NEW).** The District reserves the inherent managerial right to determine which, if any, co-curricular programs to offer to its Students. Nothing in this Agreement or in this Appendix B shall be construed as requiring the District to continue offering an extra-curricular program or to employ a minimum number of coaches, head coaches, sponsors, directors, costumers, assistant coaches, assistant sponsors, assistant directors, assistant advisors, or assistant costumers, etc. The District reserves the right to cancel a co-curricular program at any time.

Board Resubmits 5/16/18

2. **Compensation.** All employees hired into a co-curricular position will be paid as noted in Appendix B [TBD Reference].

3. **Appendix B Committee. {Relocated from Agreement}**

The Administration will convene a committee a minimum of twice yearly, once a semester, to plan and evaluate Appendix B positions. The committee will be made up of a number of Administrators, Union Members as decided by the committee. The role of the committee will be to review and evaluate existing Appendix B positions, possible new positions and categories for any new or existing positions, and reallocation of stipends if a program loses a level for competition or student interest/participation in a club declines. Each year the Appendix B Committee will inform the faculty and staff of the procedures and deadlines for applying for a new position and/or reconsideration of placement to Appendix B. The committee will evaluate each proposal and then forward approved proposals to the Superintendent and Union President who review the committee's recommendations. A proposal needs the support of both the Superintendent and the Union President. The proposal is then sent to the Board of Education for review and approval. Ultimately, the Board of Education will make the final decision regarding proposals. The Superintendent, or designee, will inform all coaches and sponsors who submitted proposals of the final recommendations. The committee will decide the rules and norms for the committee which shall be kept under separate cover.

4. **Extra-Curricular Assignments {Relocated from Agreement}**
Posting and Offering Requirement

Assignments of positions listed in Appendix B except Head Coaching or external assistant coaches with 4 or more years experience in that sport at WTHS, shall be offered first to district personnel qualified for the positions and who shall fulfill all aspects of such positions before offering them to others. For Head Coaching positions, assignments shall be offered first to district personnel who apply and who have equal or greater qualifications than external applicants for the same position before offering them to others. All vacancies in the positions listed in Appendix B shall be posted in the staff bulletin for a period of not less than five (5) consecutive school days before any such position is filled, or if it is during the school term, may instead be sent to all employees via electronic mail which shall remain available for response for five (5) consecutive school days. Whenever it is known that a position for the following school year will be vacant, the posting or e-mail notification shall occur before the end of the school term preceding the start date of the position. In case of emergency, as determined by the Superintendent, nothing shall prohibit the Board from employing an individual on a temporary basis until the position is filled pursuant to this Section.

BOARD RESERVES THE RIGHT TO MODIFY THE LANGUAGE BELOW FOLLOWING ADDITIONAL LEGAL REVIEW

Appendix B: Co-Curricular {Relocated from Agreement}

All employees hired into a co-curricular position will be paid as noted in Appendix B.

1. District employees who are coaches and have a break in service should get all years back if returning to the same sport.
 2. Placement on the new 10 step schedule: A coach/sponsor's current step carries over to the new schedule, plus one year for the beginning of the 18-19 year. (EX: A sponsor who was on step 6 of 20 in 17-18 is now on step 7 of 10 in 18-19)
 3. Any internal Coach/Sponsor who adds and/or transfers coaching to another sport/club starting with the 2018/19 school year (other than a parallel sport) will be granted a pro-rated placement on the Appendix B pay schedule as follows:
 - a. 1-3 Years prior experience at WTHS = Step 1
 - b. 4-6 Years prior experience at WTHS = Step 2
 - c. 7-8 Years prior experience at WTHS = Step 3
 - d. 9+ Years prior experience at WTHS = Step 4
 4. Any internal Coach who adds and/or transfers coaching to another parallel sport will be granted credit for all years of coaching experience at WTHS. (EX: baseball to softball, cross country to track or the same sport for girls and boys teams)
 5. Annually there will be a 2% increase to the base for Appendix B for the life of the contract.
 6. If a coach or sponsor makes less in the 2018-19 initial placement for the new contract, they will receive hand placement on the step schedule to remedy the situation.
-
1. **Lawyer recommendation needed--** We need to add language regarding staff that are in the retirement pipeline (TRS penalty). The district will not approve increases that cause a TRS penalty for the district. (EX: if a teacher wants to continue a stipend or new stipend it may be paid at a lesser rate in order to stay under TRS caps)

Board Modifies 5/16/18 based on Report of Joint Committee

CATEGORY I

Badminton Girls' Head Coach
Band Director
Baseball Varsity Head Coach
Basketball Boys' Head Coach
Basketball Girls' Head Coach
Bowling Boys' Head Coach
Bowling Girls' Head Coach
Cheerleading Head Coach – Fall
Cheerleading Head Coach - Winter
Chorus Director

Coordinator Assistant Sports – Fall (1/3 stipend)
Coordinator Assistant Sports – Winter (1/3 stipend)
Coordinator Assistant Sports – Spring (1/3 stipend)
Cross Country Boys' Head Coach
Cross Country Girls' Head Coach
Devilettes Head Coach – Fall
Devilettes Head Coach – Winter
FBLA Head Advisor
Football Head Coach
Golf Boys' Head Coach
Golf Girls' Head Coach
Gymnastics Varsity Head Coach
Lacrosse Boys' Head Coach
Lacrosse Girls' Head Coach
Soccer Boys' Head Coach
Soccer Girls' Head Coach
Softball Girls' Head Coach
Speech Contest Head Coach
Swimming Boys' Head Coach
Swimming Girls' Head Coach
Tennis Boys' Head Coach
Tennis Girls' Head Coach
Track Boys' Head Coach
Track Girls' Head Coach
Volleyball Boys' Head Coach
Volleyball Girls' Head Coach
Water Polo Boys' Head Coach
Water Polo Girls' Head Coach
Wrestling Head Coach
Yearbook Advisor

CATEGORY II

Badminton Girls' Assistant
* Badminton Girls' Assistant Conditional
Band Assistant Director
Baseball Assistants
Basketball Boys' Assistant
Basketball Girls' Assistant

Cheerleading Assistant - Fall
Cheerleading Assistant - Winter

Cross Country Boys' Assistant
Cross Country Girls' Assistant
Devilettes Assistant – Fall
Devilettes Assistant – Winter
FBLA Assistant Advisor
FBLA Co-Advisor
* FBLA Co-Advisor – conditional
FIRST Robotics Advisor
Football Assistant
Golf Boys' Assistant
Golf Girls' Assistant
Gymnastics Assistant
Lacrosse Boys' Assistant
Lacrosse Girls' Assistant
Literary Art Magazine Advisor
Newspaper Advisor
Soccer Boys' Assistant
Soccer Girls' Assistant
Softball Assistant
Speech Contest Assistant
Student Council Advisor
Swimming Boys' Assistant
Swimming Girls' Assistant
Swimming (Diving) Boys' Assistant

Swimming (Diving) Girls' Assistant
Tennis Boys' Assistant
Tennis Girls' Assistant
Track Boys' Assistant
Track Girls' Assistant
Track Pole Vault Assistant Shared Boys' & Girls'
* Track Pole Vault Assistant Boys' & Girls' - conditional
Volleyball Boys' Assistant
Volleyball Girls' Assistant
* Volleyball Girls' Assistant - conditional
Wrestling Assistant

CATEGORY III

Band- Jazz Band Director

Council for Exceptional Children Advisor
Drama Club Advisor
Drama Full Length Play Technical Director – Fall
Drama Full Length Play Technical Director – Spring
Drama One Act Play Director – Fall
Drama One Act Play Director – Spring

FIRST Robotics Assistant Advisor
SOS Advisors

Tech Team T-Squared Advisor
Winter Colorguard Advisor

CATEGORY IV

Academic Team Advisor
Astronomy Club Advisor
Band- Pep Band Director
Band- Marching Band Director
Drama- Children's Play Director
Drama- Musical Assistant
Jr. Varsity Winter Guard Advisor
Healthy Devils Advisor
International Club Advisor
Math Team Advisor
MECS Advisor
National Honor Society Advisor
Science Olympiad Advisor
* Science Olympiad Assistant - conditional
Ski Club Advisor

CATEGORY V

Avanza Advisor
Band – Pit Band Director
Black Student Union
Class Sponsor- Junior Class
Class Sponsor- Senior Class
Play Technical Director
Drama- Children's Play Technical Director
Drama- One-Act Play Technical Director – Fall
Drama- One-Act Play Technical Director - Spring
Drama- Full Length Play Costumer - Fall
Drama- Full Length Play Costumer - Spring

French Club Advisor
French National Honor Society Advisor
German Club Advisor
Spanish Club Advisor
Spanish National Honor Society Advisor
National Honors Society Assistant Advisor
Show Choir Director
Table Top Gaming Club Advisor
Unite and Inform Advisor

CATEGORY VI

Class Sponsor- Freshman Class
Class Sponsor- Sophomore Class

*Conditional definition - When the number of participants on an athletic team or activity group exceeds a manageable number in relation to the coaching /supervisory positions allotted, you may apply for an additional coach /supervisor. The Appendix B Committee will review and evaluate all proposals and make recommendations to the Superintendent and Union President for review. A proposal needs the support of

both the Superintendent and the Union President. Ultimately the Board of Education will make the final decision regarding proposals.

APPENDIX B COMPENSATION

BOARD MODIFIES 12/3/18

2018-2019* EFFECTIVE DATE TO BE DETERMINED						
	Level I	Level II	Level III	Level IV	Level V	Level VI
Experience						
1	\$7,200	\$4,400	\$3,400	\$2,400	\$1,200	\$700
2	\$7,560	\$4,752	\$3,672	\$2,592	\$1,296	\$756
3	\$7,938	\$5,132	\$3,966	\$2,799	\$1,400	\$816
4	\$8,335	\$5,543	\$4,283	\$3,023	\$1,512	\$882
5	\$8,752	\$5,986	\$4,626	\$3,265	\$1,633	\$952
6	\$9,189	\$6,465	\$4,996	\$3,526	\$1,763	\$1,029
7	\$9,649	\$6,982	\$5,395	\$3,808	\$1,904	\$1,111
8	\$10,131	\$7,541	\$5,827	\$4,113	\$2,057	\$1,200
9	\$10,638	\$8,144	\$6,293	\$4,442	\$2,221	\$1,296
10 or more	\$11,170	\$8,800	\$6,800	\$4,800	\$2,400	\$1,400

The Base Pay for the Appendix B Salary Schedule will increase as follows:

2019-2020	2.0%
2020-2021	2.0%
2021-2022	2.0%
2022-2023	2.0%

The following head and assistant coaches will receive an additional yearly stipend of \$1000: Track, Football, Basketball, Baseball, Softball, Wrestling.

The following head and assistant sponsors will receive an additional yearly stipend of \$1000; Student Council, Creations, and Newspaper.

The FBLA Head Advisor and 1 FBLA Co-Advisor will receive an additional yearly stipend of \$1,000.

Per Date*:	
Announcer--Football/Basketball	\$135
Crowd Control	\$135
Dance Chaperone	\$135
Other Events	\$85
Saturday ISS (4 hours)	\$225
Scoring Table	\$135
Ticket takers, ticket sellers	\$135
Track Event Officials	\$100

* Rate of pay is for two contest. If it is a single contest the pay is half

* Rate of pay for invitational will be higher than the rate listed

Event workers (Appendix C) rates will not change during the life of the contract.

**Annex 1 to Article X –
Compensation and Fringe Benefits for Teachers and Classified for FY19**

PPO 500

Single: 100% premium covered by the district

Employee + Spouse: Single premium + \$162.42 per month

Employee + Children: Single premium + \$113.64 per month

Family: Single premium + \$747.06 per month

PPO 750

Single: 100% premium covered by the district

Employee + Spouse: Single premium + \$153.58 per month

Employee + Children: Single premium + \$101.74 month

Family: Single premium + \$703.18 per month

HMO Illinois

Single: 100% premium covered at HMO Illinois premium rate

Employee + Spouse:

The Board will contribute an amount equal to the monthly single premium for PPO 500

Employee + Children:

The Board will contribute an amount equal to the monthly single premium for PPO 500

Family:

The Board will contribute an amount equal to the monthly single premium for PPO 500 + \$200 per month

HMO Blue Advantage

Single: 100% premium covered at HMO Blue Advantage premium rate

Employee + Spouse:

The Board will contribute an amount equal to the monthly single premium for PPO 750

Employee + Children:

The Board will contribute an amount equal to the monthly single premium for PPO 750

Family:

The Board will contribute an amount equal to the monthly single premium for PPO 750 + \$175 per month