

# **AGREEMENT**

**BETWEEN**

***THE BOARD OF EDUCATION OF SCHOOL DISTRICT 15,  
SANGAMON COUNTY, WILLIAMSVILLE, ILLINOIS***

**AND**

***THE WILLIAMSVILLE EDUCATION ASSOCIATION,  
IEA/NEA***

**2016-2017 School Year**

## ARTICLE I

### A. Recognition

The Board of Education of School District 15, Williamsville, Illinois, hereinafter referred to as the "Board," hereby recognizes the Williamsville Education Association, IEA/NEA, hereinafter referred to as the "Association," as the exclusive and sole negotiating agent for all regularly employed certificated teaching personnel including counselors, and teacher certified librarians, but excluding Superintendent, Principals, and other administrators or supervisory personnel as defined by the IELRA.

### B. Part-Time Teachers

Part-time teachers shall be included in the bargaining unit as defined herein. Such teachers shall receive prorata salary, sick leave, and personal leave. Part-time teachers will receive full benefits except as specifically provided to the contrary elsewhere herein. Part-time teachers constitute at least a four (4) hour contracted work day.

### C. Fair Share

The following provision shall apply to members of the bargaining unit who were members of the Williamsville Education Association on or after June 1, 1993, and to all members of the bargaining unit hired after June 1, 1993. Any member of the bargaining unit who was in the employ of the Williamsville Community Unit School District No. 15 on June 1, 1993 and was not a member of record of the Williamsville Education Association on that date shall not be required to pay a fair share fee to the Williamsville Education Association unless or until such bargaining unit member voluntarily decides, at his or her sole discretion, to join the Williamsville Education Association.

1. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
2. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the nonmember. The Association shall annually, on or before August 15, certify to the Board in writing the amount of such dues.
3. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
4. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- (a) The Board gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires; and
  - (b) The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs by a final judgment of a court or administrative agency as a direct consequence of the Board's non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

6. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable nonreligious charitable organization as per the Rules and Regulations of the Illinois Educational Labor Relations Board.

## **D. Definitions**

1. The term "teacher" may include a teacher or a group of teachers who are similarly affected by this Agreement.
2. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in Article I-A above.
3. A "party of interest" is the person making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the problem.
4. The term "days" when used in this Agreement shall, except where otherwise indicated, mean working school days.
5. The title "Superintendent" shall indicate the Superintendent of Schools or his/her designee.

## ARTICLE II

### A. Policy Manuals--Distribution

Two (2) copies of the Board policy manual shall be placed in each teacher lounge.

### B. Freedom of Information

The Board shall comply with the Illinois Freedom of Information Act with respect to providing the Association with requested documents. Any copying charge levied shall not exceed actual per page cost to the District of such reproductions. For the term of this Agreement, such charge shall not exceed Seven Cents (\$0.07) per page.

### C. Dues Deduction

The Board shall deduct from each teacher's pay consistent with the provisions of Article I-C (Fair Share), the current dues of the Association pursuant to authorization provided by the Association which has been submitted in writing to the District by September 15 of each year, or within ten (10) days of initial employment if initial employment occurs after the school year has commenced. The Board shall deduct, beginning October 1 and through May 15, in substantially equal installments, the IEA/NEA dues. A dues deduction authorization may be revoked provided a written revocation is received by the District. There shall be a minimum ten (10) day clerical waiting period while notification of the Association and clerical changes are made after any revocation is received by the District. The Association shall be notified of any revocation before said revocation takes effect. The District is expressly relieved of all dues deduction liability with regard to:

1. Insufficient earnings to cover deductions;
2. Unpaid dues in arrears where the District has complied with its dues deduction responsibilities; and
3. The dues of teachers no longer employed by the District or teachers on unpaid leaves of absence.

### D. Right of Representation

An employee shall have, upon specific request of the employee, right of representation at any disciplinary proceeding.

### E. Mailboxes

The Association shall have access to employee mailboxes.

### F. Use of Facilities and Equipment

The Association may request use of School District facilities and equipment. Administration shall have sole discretionary authority to grant or deny such requests. No use shall conflict

with an educational purpose. Upon request of the administration, the Association shall reimburse the School District for the cost of consumables, damages, and such use fees as the School District may reasonably charge in connection with the use of the facility or equipment. Reasonable requests for use shall not be denied.

### **G. Board Meeting Agenda**

Each Board meeting agenda shall be made available on the district website. The President of the Association should be notified for special Board meetings.

### **H. Minutes**

Adopted Board minutes shall be available for inspection and copying by representatives of the Association during regular business hours at the District office.

## **ARTICLE III**

### **A. Work Day**

The employee work day shall not exceed seven and one-half (7 1/2) clock hours, except that teachers shall be required to work beyond the seven and one-half (7 1/2) hour day on occasion to accommodate those normal activities attendant to teaching which regularly occur outside the normal work day.

### **B. Preparation Time**

All teachers employed with the District to work in either the Junior High School building or the High School building shall be entitled to one preparation period per day.

All teachers employed with the District to work in an Elementary School building shall be entitled to 600 non-consecutive minutes of preparation time per week and the administration of which shall be at the sole and exclusive discretion of the board.

The foregoing shall operate as standard practice during ordinary, full-schedule weeks. Preparation time may be reduced to accommodate those activities attendant to employment which can and may occur during a work day, such as assemblies, weather emergencies, early dismissals, parent-teacher conferences, and other circumstances unforeseen.

Any teacher who works part of a day, or splits his or her time between schools shall have a right to a preparation period which shall be bargained individually between the administration and the Association.

### **C. Calendar**

The Board shall establish a school calendar not to exceed one hundred seventy-six (176) pupil attendance days, four (4) institute days and five (5) emergency days. The employee work year shall not exceed one hundred eighty (180) days.

### **D. Right to Organize**

Employees shall have the right to organize, join and assist the Association and participate in professional negotiations with the Board. The Board shall not discriminate against any employee with respect to hours, wages, terms and conditions of employment for reasons of the employee's membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement.

### **E. Notice of Tentative Assignment**

Teachers shall be given notice of their tentative assignments not later than ninety (90) days next preceding the first day of the new school term. In the event changes in such assignments become necessary, the employee impacted shall be notified promptly.

### **F. Notice of Vacancy**

Notices of teaching and extracurricular vacancies shall be posted in each building for ten (10) calendar days prior to the vacancy being permanently filled. Nothing herein shall prevent the Board from temporarily filling vacancies during the posting period. During summer vacations a notice of each vacancy shall be mailed to the Association President at least (10) calendar days prior to the vacancy being permanently filled and an e-mail will be sent out to all employees.

### **G. School Code Compliance**

The Board will comply with School Code provisions regarding reduction in force and dismissal. The above shall not be grievable.

### **H. Class Size**

The Board continues to be aware of the value of lower class size, and they will direct administration to meet with building teachers in order to make recommendations to the Board which reflect student and teacher needs, while balancing financial and space restraints.

### **I. Grades**

For first, second, and third quarter grades, teachers will have until the end of the work day, seven calendar days after the end of the quarter to submit their grades to the office. Teachers will have until the end of the work day, the school day after the end of the fourth quarter to submit their final grades. Teachers of eighth grade students and high school seniors will have at least one work day after their students end school to calculate their final grades.

## ARTICLE IV

### A. Evaluations--Writing

All evaluations shall be in writing. Extra-duty positions shall not be a part of the formal classroom evaluation.

### B. Traveling Teachers--Evaluation

Traveling teachers shall have evaluations prepared by all Building Principals involved.

### C. Intercoms

Intercoms shall not be used in the performance of teacher evaluation.

### D. Evaluation Number

Probationary teachers shall be formally evaluated at least twice each year, and tenured teachers shall be formally evaluated at least once every two (2) years.

### E. Observation

Each formal evaluation shall be preceded by at least one (1) classroom observation. If an evaluator enters a class for the purpose of conducting a formal observation the evaluator shall inform the teacher of the fact the formal observation is being conducted.

### F. Informal Evaluation

Nothing herein shall prevent such informal evaluations as may be necessary.

### G. Evaluation Report

Within ten (10) school days after formal observation, a teacher shall be provided with a copy of the written evaluation report. A conference shall be held between the evaluator and the teacher within ten (10) days of the receipt of the formal observation. The teacher may respond to the formal evaluation in writing. Such response shall be attached to the evaluation and become part of it.

### H. Personnel File

Each teacher shall have the right, provided advance notice is given during regular business hours, to inspect the teacher's personnel file. The teacher shall have the right to respond to any material filed and his/her response shall be attached to the file copy and become part thereof. Administration shall have a representative present at any such review. The teacher shall be permitted to reproduce at his/her own expense any material in his/her personnel file.

**I. Purge of Materials--Personnel File**

In the event any file materials are ordered purged by a body of competent jurisdiction the portion of such materials so ordered shall be removed from the teacher's file.

The Board encourages all staff members to review their personnel file in the district office at least every other year. Reminders may be issued at the beginning of the year, at faculty meetings, and through the WEA/IEA/NEA. Staff members may request removal of items through the superintendent and may add letters of explanation to their files.

**J. Personnel File Restrictions**

Personnel files shall be restricted to official use only.

**K. Complaints**

When a formal complaint has been made against a teacher, which complaint may lead to the dismissal of the teacher, the teacher shall have the right to know the identity of the complainant.

**L. Disciplinary Letters or Letters of Reprimand**

Administration will be directed by the Board to notify teachers when a meeting may lead to a letter of discipline or reprimand. This notification shall take place at the time of notification of the meeting. Teachers have the right to representation at the meeting. Within two school days of the meeting, a preliminary letter shall be hand delivered to the teacher. Upon completion of the final letter, a copy shall be given to the teacher.

## ARTICLE V

### A. Sick Leave

The Board shall grant each teacher sick leave based upon the following schedule:

- 0-25 years of creditable service to TRS - 15 sick leave days per year
- After 25 years of creditable service to TRS - 25 sick leave days per year

Sick leave days shall not accumulate to greater than 400 days of sick leave for service credit.

Three (3) sick leave days may be used as personal leave, subject to the provisions of Section D herein below.

For purposes of interpretation of this Article, in the instance of sick leave usage for death in the immediate family, the School Code definition of immediate family shall be expanded to include those persons who are close friends, aunts, uncles, nieces and nephews. The Board reserves the right to grant additional sick leave on a case-by-case basis.

Teachers who have been employed at Williamsville Community Unit School District No. 15 for at least ten (10) years may elect to receive payment, upon retirement, for unused sick leave days, upon the following schedule:

- \$17.50/unused sick leave day for sick days accumulated up to 339 days
- \$35/unused sick leave day for sick days accumulated from 340 to 400 days
- There shall be a cap on compensation for unused 1-339 days of \$1,000
- There shall be a cap on compensation for unused 340+ days of \$2,000

The payment of the above benefit shall be paid to a teacher after the teacher has duly resigned and retired, after he or she has completed their service to the District, and after he or she has received his or her final paycheck for employment at the Williamsville Community Unit School District No. 15, but shall in no event be paid later than sixty (60) days following that paycheck. Any teacher who accumulates 170 days of sick leave service credit and has the ability to use those days as service credit toward retirement must do so. Any teacher who accumulates 340 days of sick leave and has the ability to use those days as service credit toward retirement must do so. In accordance with 80 Ill. Admin. Code § 1650.350(b), as in effect at the time of agreement to this provision, no teacher shall be compensated for days used as service credit for the Teacher's Retirement System, but all days accumulated (whether compensated, used for service credit toward retirement, or unused) shall be reported to the Teacher's Retirement System.

If TRS should at any time have objections, or advises that the District will incur penalties or payments not contemplated by the Board at the time this provision was adopted by the Board and it is possible to revise the provision to avoid such penalties or payments, then this provision shall be so revised so as to avoid all penalties, costs or payments that are inconsistent with the terms of this provision.

### B. Notification of Sick Leave

Teachers shall be notified in September of their accumulated sick leave totals.

### **C. Personal Leave**

The Board shall grant each teacher up to three (3) personal leave days per year, subject to Section A hereinabove and the following conditions:

1. Personal leave shall require forty-eight (48) hours advance written request of the Superintendent or his designee and shall not be permitted unless this advance approval is obtained.
2. While the teacher's right to use three (3) personal leave days at some time during the school year shall not be arbitrarily abridged, administration reserves the right to deny requests for given days.
3. Requests shall be routinely denied when more than two (2) teachers per building request personal leave for a given day.
4. Personal leave may be taken in one-half (1/2) day increments.
5. Unused personal leave shall accumulate as sick leave.

### **D. Emergency Days**

If a teacher requests a personal or sick leave day on a day which subsequently is declared an emergency day, the teacher who wanted to use sick or personal leave on that day shall suffer no sick or personal leave deduction, loss of pay or benefit.

### **E. Leaves of Absence without Pay**

Leaves of absence without pay may be granted to tenured employees who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District as determined by the Board. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with the reasonable continuity of instruction for students. Leaves of absence without pay for not more one (1) year may be granted to tenured teachers according to the following conditions:

Written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.

Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.

Leaves of less than one (1) month, if acceptable to and approved by the administration, will not require Board approval nor three (3) months' notice.

Leaves may be granted for:

Advanced study leading to a degree in an approved university;

Educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the education program;

Military service;

Childcare;

Other reasons acceptable to the Board which will improve the educational program of the District.

Employees on such leave may continue insurance benefits if they reimburse the District for any prorata costs of benefits for which they apply.

Employees will not advance on the salary schedule while on any approved leave of absence without pay unless working at least ninety (90) days of the school year in which the leave was granted.

## **F. Maternity/Adoption Leave**

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

Disabilities caused or contributed to or by pregnancy, childbirth, or related medical conditions shall be considered as any other medical disability and the teacher may use sick leave days to the extent that she has them. Excessive teacher sick leave absence prior to the maternity/adoption leave may indicate an extended disability. A physical by a physician appointed by the Board and at the District's expense may be required of the teacher in order to substantiate her ability to continue to teach.

Sick leave benefits in relation to pregnancy/adoption leave shall be subject to the following:

### **1. No Maternity/Adoption Leave Requested by Teacher**

A teacher who has not applied for a maternity/adoption leave may continue to use sick leave benefits for maternity-based disability to the extent that she has sick leave available. When a teacher exhausts available sick leave the teacher thereafter shall be granted leave of absence without pay during the duration of the maternity-based disability.

### **2. Advanced Maternity/Adoption Leave Requested by Teacher**

Where a teacher has applied for and has been granted a maternity/adoption leave to commence at some future date but who becomes maternity-based disabled prior to

the date the maternity-adoption leave is to commence, that teacher shall have the following options:

- a. She may withdraw her request for maternity/adoption leave in order to use sick leave for maternity-based disability in accordance with "1" above; or
- b. She may elect to commence her maternity/adoption leave immediately (the ending date to remain as agreed upon) thereby foregoing her right to sick leave benefits for the duration of the leave.

### 3. **Maternity/Adoption Leave as Scheduled**

The teacher begins the maternity/adoption leave on the mutually agreed upon date. All sick leave benefits shall cease during the maternity/adoption leave of absence without pay and shall be available again only when a teacher returns to active employment.

Tenured teachers who are granted maternity/adoption leave shall retain all tenure rights and seniority upon return.

At the conclusion of the maternity/adoption leave of absence, the teacher may be required to provide a physician's statement indicating her fitness to resume employment in the District.

The purpose of this subsection shall be to require mutual agreement of the parties in order for a teacher to couple maternity-based sick leave usage with maternity/adoption leaves of absence without pay.

Where a teacher opts for 2 above, the Board may, upon request and mutual agreement alter the previously agreed upon date for return from maternity/adoption leave.

Employees on maternity/adoption leave may continue insurance benefits if they reimburse prorata costs of benefits for which they apply, as per the Family Medical Leave Act. Employees will not advance on the salary schedule while on approved maternity/adoption leave unless working at least eighty-eight (88) days during the school year in which the leave was taken.

## **G. Association Leave**

The Association shall be provided two (2) days District-wide at full pay (as opposed to 2 days per employee) for use in the transaction of official Association business. The Superintendent may, at his/her discretion, grant additional days to the Association, with the Association paying the cost of substitute teachers. Such days shall not be used, however, for grievance processing or strike activities.

## ARTICLE VI

### A. Grievance Definitions

Any claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.

### B. Time Limits

All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, or during the summer, time limits shall double and shall consist of all weekdays.

### C. Failure to Act

The failure of a teacher or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step.

### D. Informal Resolution

Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter informally with any appropriate member of the administration. In any instance where the Association is not represented in the grievance procedure, the Association shall be notified of each administration response to such a grievance, and any disposition shall not be in conflict with any of the terms or conditions of this Agreement. Any action taken or settlement made with a teacher which violates the Agreement shall give rise to a grievance by the Association.

### E. Grievance Representation

The grievant shall have the right to such representation as the grievant may desire, provided, however, the grievant shall bear the cost of such assistance.

### F. Evidence

The grievant shall be permitted to present such evidence and introduce such witnesses as the grievant may deem pertinent at any stage of the grievance procedure.

### G. Step One

In the event a problem cannot be resolved informally, the grievant may file a grievance within sixty (60) days of the event giving rise to the grievance, or the grievant's knowledge of same, whichever is later, with the District Superintendent. The Superintendent shall arrange for a meeting to take place with the grievant within thirty-five (35) days of the grievance. The Superintendent shall issue his/her written response within ten (10) days of the Step One meeting.

## **H. Arbitration**

If the Association is not satisfied with the disposition of the grievance at Step One, it may, within thirty-five (35) days of the Step One response, submit the grievance to expedited final and binding arbitration proceedings under the rules of the American Arbitration Association, except that either party may request full arbitration proceedings conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association, and that system of final and binding arbitration shall be employed rather than expedited arbitration.

## **I. Arbitration Zipper**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

The arbitrator shall not have the power to alter the terms of this Agreement.

## **J. Class Grievances**

Class grievances involving one (1) or more employees shall be initially filed by the Association.

## **K. Grievance Withdrawal**

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

## **L. Reprisals**

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

## **M. Arbitration Costs**

The cost of arbitration shall be borne equally by the parties except that each party shall pay for its own representation costs.

## **N. Appearances Required by Board**

Should the Board require any employee to attend hearings or meetings attendant to grievance processing, such employees shall be excused without loss of pay or benefits.

## **O. Appearances Required by Association**

Any teacher whose presence is required by the Association at an arbitration hearing shall be excused without loss of pay, provided however, the teacher shall arrange for and pay for (if

applicable) his/her own qualified substitute. Internal substitution shall be an acceptable method anticipated and permissible under the above.

**P. Awards**

The arbitrator can recommend any award, not otherwise contrary to law, or other remedies as he judges to be proper to make the grievant whole.

**Q. Forms**

Forms for filing grievances shall be prepared by the Association.

## ARTICLE VII

### A. No Strike

The Association and the teachers hereby agree not to engage in, encourage, or support any cessation of work, slowdown, or other concerted refusal to render uninterrupted services to the School District during the term of this Agreement.

### B. Contract Distribution

The Board shall have sufficient copies of this Agreement printed. The Board shall provide each teacher now or hereafter employed by the Board with a copy of the Agreement.

### C. Changes to Agreement

Mutually satisfactory changes to this Agreement may be made at any time. Such changes shall be reduced to writing and signed by the parties.

### D. Savings Clause

Should any article, section or clause of this Agreement be declared impermissible or illegal by a body of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent of its impermissibility or illegality. The remaining articles, sections and clauses shall remain in full force and effect.

### E. Complete Understanding

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

### F. Individual Contracts

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

### G. Successor Agreement

Bargaining for a successor Agreement shall begin on or before May 1, 2017, and shall be bargained as per the Illinois Educational Labor Relations Act and its rules and regulations.

### H. Impasse

It is agreed that the parties will jointly request the services of the Federal Mediation and Conciliation service (FMCS) if either party to this Agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement, and the Illinois Educational Labor Relations Board shall be notified.

**I. Duration**

This Agreement shall be effective from the first day of the 2016-2017 school year and shall continue in full force and effect through and including the last day before the first day of the 2017-2017 school year.

IN WITNESS THEREOF this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**For the Williamsville Education  
IEA/NEA**

**For the Board of Education,  
Community Unit School District  
No. 15, Sangamon County,  
Illinois**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Chief Negotiator**

\_\_\_\_\_  
**Secretary**

**APPENDIX I**

**A. 2016-2017 Salary Schedule – for placement of new hires**

	B0	B8	B16	B24	B32	M0	M8	M16	M24	M32	M40	M48
0	\$35,556.00	\$35,940.00	\$36,590.00	\$37,240.00	\$37,890.00	\$39,415.00	\$40,340.00	\$41,265.00	\$42,190.00	\$43,115.00	\$44,040.00	\$44,965.00
TRS	\$3,516.52	\$3,554.50	\$3,618.79	\$3,683.07	\$3,747.36	\$3,898.18	\$3,989.67	\$4,081.15	\$4,172.63	\$4,264.12	\$4,355.60	\$4,447.08
THIS	\$437.61	\$442.34	\$450.34	\$458.34	\$466.34	\$485.11	\$496.49	\$507.88	\$519.26	\$530.65	\$542.03	\$553.42
1	\$35,755.00	\$36,405.00	\$37,055.00	\$37,705.00	\$38,355.00	\$39,945.00	\$40,870.00	\$41,795.00	\$42,720.00	\$43,645.00	\$44,570.00	\$45,495.00
TRS	\$3,536.21	\$3,600.49	\$3,664.78	\$3,729.06	\$3,793.35	\$3,950.60	\$4,042.08	\$4,133.57	\$4,225.05	\$4,316.53	\$4,408.02	\$4,499.50
THIS	\$440.06	\$448.06	\$456.06	\$464.06	\$472.06	\$491.63	\$503.02	\$514.40	\$525.78	\$537.17	\$548.55	\$559.94
2	\$36,220.00	\$36,870.00	\$37,520.00	\$38,170.00	\$38,820.00	\$40,475.00	\$41,400.00	\$42,325.00	\$43,250.00	\$44,175.00	\$45,100.00	\$46,025.00
TRS	\$3,582.19	\$3,646.48	\$3,710.77	\$3,775.05	\$3,839.34	\$4,003.02	\$4,094.50	\$4,185.98	\$4,277.47	\$4,368.95	\$4,460.44	\$4,551.92
THIS	\$445.78	\$453.78	\$461.78	\$469.78	\$477.78	\$498.15	\$509.54	\$520.92	\$532.31	\$543.69	\$555.08	\$566.46
3	\$36,685.00	\$37,335.00	\$37,985.00	\$38,635.00	\$39,285.00	\$41,005.00	\$41,930.00	\$42,855.00	\$43,780.00	\$44,705.00	\$45,630.00	\$46,555.00
TRS	\$3,628.18	\$3,692.47	\$3,756.75	\$3,821.04	\$3,885.33	\$4,055.44	\$4,146.92	\$4,238.40	\$4,329.89	\$4,421.37	\$4,512.85	\$4,604.34
THIS	\$451.51	\$459.51	\$467.51	\$475.51	\$483.51	\$504.68	\$516.06	\$527.45	\$538.83	\$550.22	\$561.60	\$572.98
4	\$37,150.00	\$37,800.00	\$38,450.00	\$39,100.00	\$39,750.00	\$41,535.00	\$42,460.00	\$43,385.00	\$44,310.00	\$45,235.00	\$46,160.00	\$47,085.00
TRS	\$3,674.17	\$3,738.46	\$3,802.74	\$3,867.03	\$3,931.31	\$4,107.85	\$4,199.34	\$4,290.82	\$4,382.30	\$4,473.79	\$4,565.27	\$4,656.75
THIS	\$457.23	\$465.23	\$473.23	\$481.23	\$489.23	\$511.20	\$522.58	\$533.97	\$545.35	\$556.74	\$568.12	\$579.51
5	\$37,615.00	\$38,265.00	\$38,915.00	\$39,565.00	\$40,215.00	\$42,065.00	\$42,990.00	\$43,915.00	\$44,840.00	\$45,765.00	\$46,690.00	\$47,615.00
TRS	\$3,720.16	\$3,784.45	\$3,848.73	\$3,913.02	\$3,977.30	\$4,160.27	\$4,251.75	\$4,343.24	\$4,434.72	\$4,526.20	\$4,617.69	\$4,709.17
THIS	\$462.95	\$470.95	\$478.95	\$486.95	\$494.95	\$517.72	\$529.11	\$540.49	\$551.88	\$563.26	\$574.65	\$586.03
6	\$38,080.00	\$38,730.00	\$39,380.00	\$40,030.00	\$40,680.00	\$42,595.00	\$43,520.00	\$44,445.00	\$45,370.00	\$46,295.00	\$47,220.00	\$48,145.00
TRS	\$3,766.15	\$3,830.44	\$3,894.72	\$3,959.01	\$4,023.29	\$4,212.69	\$4,304.17	\$4,395.65	\$4,487.14	\$4,578.62	\$4,670.11	\$4,761.59
THIS	\$468.68	\$476.68	\$484.68	\$492.68	\$500.68	\$524.25	\$535.63	\$547.02	\$558.40	\$569.78	\$581.17	\$592.55
7	\$38,545.00	\$39,195.00	\$39,845.00	\$40,495.00	\$41,145.00	\$43,125.00	\$44,050.00	\$44,975.00	\$45,900.00	\$46,825.00	\$47,750.00	\$48,675.00
TRS	\$3,812.14	\$3,876.42	\$3,940.71	\$4,005.00	\$4,069.28	\$4,265.11	\$4,356.59	\$4,448.07	\$4,539.56	\$4,631.04	\$4,722.52	\$4,814.01
THIS	\$474.40	\$482.40	\$490.40	\$498.40	\$506.40	\$530.77	\$542.15	\$553.54	\$564.92	\$576.31	\$587.69	\$599.08
8	\$39,010.00	\$39,660.00	\$40,310.00	\$40,960.00	\$41,610.00	\$43,655.00	\$44,580.00	\$45,505.00	\$46,430.00	\$47,355.00	\$48,280.00	\$49,205.00
TRS	\$3,858.13	\$3,922.41	\$3,986.70	\$4,050.98	\$4,115.27	\$4,317.52	\$4,409.01	\$4,500.49	\$4,591.97	\$4,683.46	\$4,774.94	\$4,866.42
THIS	\$480.12	\$488.12	\$496.12	\$504.12	\$512.12	\$537.29	\$548.68	\$560.06	\$571.45	\$582.83	\$594.22	\$605.60
9	\$39,475.00	\$40,125.00	\$40,775.00	\$41,425.00	\$42,075.00	\$44,185.00	\$45,110.00	\$46,035.00	\$46,960.00	\$47,885.00	\$48,810.00	\$49,735.00
TRS	\$3,904.12	\$3,968.40	\$4,032.69	\$4,096.97	\$4,161.26	\$4,369.94	\$4,461.42	\$4,552.91	\$4,644.39	\$4,735.87	\$4,827.36	\$4,918.84
THIS	\$485.85	\$493.85	\$501.85	\$509.85	\$517.85	\$543.82	\$555.20	\$566.58	\$577.97	\$589.35	\$600.74	\$612.12
10	\$40,140.00	\$40,790.00	\$41,440.00	\$42,090.00	\$42,740.00	\$44,915.00	\$45,840.00	\$46,765.00	\$47,690.00	\$48,615.00	\$49,540.00	\$50,465.00
TRS	\$3,969.89	\$4,034.17	\$4,098.46	\$4,162.74	\$4,227.03	\$4,442.14	\$4,533.62	\$4,625.11	\$4,716.59	\$4,808.07	\$4,899.56	\$4,991.04
THIS	\$494.03	\$502.03	\$510.03	\$518.03	\$526.03	\$552.80	\$564.18	\$575.57	\$586.95	\$598.34	\$609.72	\$621.11
11	\$40,805.00	\$41,455.00	\$42,105.00	\$42,755.00	\$43,405.00	\$45,645.00	\$46,570.00	\$47,495.00	\$48,420.00	\$49,345.00	\$50,270.00	\$51,195.00
TRS	\$4,035.66	\$4,099.94	\$4,164.23	\$4,228.51	\$4,292.80	\$4,514.34	\$4,605.82	\$4,697.30	\$4,788.79	\$4,880.27	\$4,971.75	\$5,063.24
THIS	\$502.22	\$510.22	\$518.22	\$526.22	\$534.22	\$561.78	\$573.17	\$584.55	\$595.94	\$607.32	\$618.71	\$630.09
12	\$41,470.00	\$42,120.00	\$42,770.00	\$43,420.00	\$44,070.00	\$46,375.00	\$47,300.00	\$48,225.00	\$49,150.00	\$50,075.00	\$51,000.00	\$51,925.00
TRS	\$4,101.42	\$4,165.71	\$4,230.00	\$4,294.28	\$4,358.57	\$4,586.53	\$4,678.02	\$4,769.50	\$4,860.98	\$4,952.47	\$5,043.95	\$5,135.43
THIS	\$510.40	\$518.40	\$526.40	\$534.40	\$542.40	\$570.77	\$582.15	\$593.54	\$604.92	\$616.31	\$627.69	\$639.08
13	\$42,135.00	\$42,785.00	\$43,435.00	\$44,085.00	\$44,735.00	\$47,105.00	\$48,030.00	\$48,955.00	\$49,880.00	\$50,805.00	\$51,730.00	\$52,655.00
TRS	\$4,167.19	\$4,231.48	\$4,295.76	\$4,360.05	\$4,424.34	\$4,658.73	\$4,750.22	\$4,841.70	\$4,933.18	\$5,024.67	\$5,116.15	\$5,207.63
THIS	\$518.58	\$526.58	\$534.58	\$542.58	\$550.58	\$579.75	\$591.14	\$602.52	\$613.91	\$625.29	\$636.68	\$648.06
14	\$42,800.00	\$43,450.00	\$44,100.00	\$44,750.00	\$45,400.00	\$47,835.00	\$48,760.00	\$49,685.00	\$50,610.00	\$51,535.00	\$52,460.00	\$53,385.00
TRS	\$4,232.96	\$4,297.25	\$4,361.53	\$4,425.82	\$4,490.11	\$4,730.93	\$4,822.41	\$4,913.90	\$5,005.38	\$5,096.86	\$5,188.35	\$5,279.83
THIS	\$526.77	\$534.77	\$542.77	\$550.77	\$558.77	\$588.74	\$600.12	\$611.51	\$622.89	\$634.28	\$645.66	\$657.05
15	\$43,465.00	\$44,115.00	\$44,765.00	\$45,415.00	\$46,065.00	\$48,565.00	\$49,490.00	\$50,415.00	\$51,340.00	\$52,265.00	\$53,190.00	\$54,115.00
TRS	\$4,298.73	\$4,363.02	\$4,427.30	\$4,491.59	\$4,555.87	\$4,803.13	\$4,894.61	\$4,986.09	\$5,077.58	\$5,169.06	\$5,260.54	\$5,352.03
THIS	\$534.95	\$542.95	\$550.95	\$558.95	\$566.95	\$597.72	\$609.11	\$620.49	\$631.88	\$643.26	\$654.65	\$666.03

**B. 2016-2017 Compensation**

- a. Any newly hired professional staff member shall be paid a salary corresponding to Salary Schedule in Appendix I, Section A.
- b. For the 2016-2017 school year, full time professional staff members not on the salary schedule shall receive an increase in salary equal to a 1.4% annual experience increase (i.e. "salary-schedule step") plus a 0.6% raise for a total increase of 2% of the staff member's previous year base contract salary. The Board shall pay to the Teachers' Retirement System 9% (9.8901% compounded) of the professional staff member's salary on behalf of each professional staff member. The Board also shall contribute to the Teacher Health Insurance Security Fund (THIS) through the appropriate state agency on behalf of each professional staff member 1.12% of the professional staff member's creditable earnings.
- c. Academic Advancement – the Board agrees to pay the following stipends for academic advancement. These stipends will become part of the professional staff member's base salary for the following year.

BA – BA+8	\$650	MA – MA+8	\$925
BA+8 – BA+16	\$650	MA+8 – MA+16	\$925
BA+16 – BA+24	\$650	MA+16 – MA+24	\$925
BA+24 – BA +32	\$650	MA+24 – MA+32	\$925
BA+32 - MA	\$925	MA+32 – MA+40	\$925
		MA+40 – MA+48	\$925
		MA+48 – Ph.D	\$925

Professional staff members who receive their Masters' degrees will also receive the following bonuses. These bonuses will become part of the professional staff member's base salary for the following year.

<b>Masters' Bonuses</b>			
Year	Bonus	Year	Bonus
0	\$600	8	\$1120
1	\$665	9	\$1185
2	\$730	10	\$1250
3	\$795	11	\$1315
4	\$860	12	\$1380
5	\$925	13	\$1445
6	\$990	14	\$1510
7	\$1055	15+	\$1575

**C. Ten Month Positions**

The positions of high school guidance counselor, high school agriculture, and high school band director provided he/she offers a summer band program shall be 10 month contracts.

## D. Extra-Duty Schedule

For coaches hired prior to the 2010-2011 school year, the salary is the percentage as indicated of the teacher's base salary plus Board-paid retirement. As long as those coaches continue to serve in that capacity, they will be paid according to the above formula. For all new coaches hired for the 2010-2011 school year and following, the salary is the percentage as indicated of the teacher's base salary.

	<b>Percent</b>
High School Head Football Coach	10.00
Assistant	6.00
Assistant	6.00
Freshman	5.00
Assistant	5.00
Assistant	5.00
High School Head Basketball Coach (Boys)	10.00
Assistant	6.00
Freshman	5.00
High School Head Basketball Coach (Girls)	10.00
Assistant	6.00
Freshman	5.00
High School Head Volleyball Coach	10.00
Assistant	6.00
Freshman	5.00
High School Head Track Coach (Boys)	8.00
High School Head Track Coach (Girls)	8.00
High School Assistant Track Coach - Girls	4.00
High School Assistant Track Coach – Boys	4.00
High School/Junior High Cross Country	8.00
Assistant Cross Country	4.00
High School Head Softball Coach	8.00
Assistant	5.00
Assistant	4.00
High School Head Baseball Coach	8.00
Assistant	5.00
Assistant	4.00
High School Head Golf Coach (Boys)	5.00
High School Head Golf Coach (Girls)	5.00
High School Cheerleading Coach	10.00
High School Head Soccer Coach (Boys)	8.00
Assistant (Boys)	4.00
High School Head Soccer Coach (Girls)	8.00
Assistant (Girls)	4.00
Jr. High School Head Basketball Coach (Boys)	8.00
Assistant	5.00
6th Grade	3.00
Jr. High School Head Basketball Coach (Girls)	8.00
Assistant	5.00
6th Grade	3.00

Jr. High School Head Volleyball Coach	8.00
Assistant	5.00
6th Grade	3.00
Jr. High School Head Track Coach (Boys)	6.00
Assistant	4.00
Jr. High School Head Track Coach (Girls)	6.00
Assistant	4.00
Jr. High School Softball Coach	6.00
Assistant	4.00
Jr. High School Baseball Coach	6.00
Assistant	4.00
Jr. High School Cheerleading Coach	4.00
High School Band Director	7.00
Junior High Band Director	3.00
High School Choral Director	5.00
Junior High Choral Director	3.00
High School Musical Coordinator	3.00
Jr. High Musical Theater	1.00
Elementary Music	2.00
High School Speech Coach	4.00
Jr. High School Speech Coach	4.00
Assistant	3.00
High School Scholastic Bowl Coach	4.00
Assistant	2.00
Jr. High School Scholastic Bowl Coach	4.00
Assistant	2.00
Audio/Visual (BulletsTV) Director	6.00
High School Musical Director	4.00
High School Play Director	3.00
High School Yearbook Supervisor	5.00
SAVE Coordinator	3.00
National Honor Society Supervisor	3.00
High School Student Council Supervisor	3.00
FFA	3.00
High School Youth and Government Supervisor	3.00
FCCLA	3.00
High School Art Club	1.00
High School Art Show Coordinator	1.00
Jr. High School Science Club	1.00
Jr. High School Art Club	1.00
Jr. High STEM Club Advisor	2.00
Jr. High Activity Coordinator	3.00
Prom Coordinator	3.00
Jr. High Beta Club Advisor	2.00
Sanctioned Club Director	1.00

Assistant and 5/6 grade positions will be determined annually by the Board, based on need and resources. Persons filling such positions will be paid Five Hundred and 00/100 Dollars (\$500.00) per year therefore.

### **Extra-Duty Longevity**

Experience	Percent
0 - 3 years	Base
4 - 11 years	Add 2%
12 + years	Add 2%

Extra-duty longevity will accumulate within the same discipline. Additionally, certified teachers who are Board-approved volunteers will also accumulate longevity within a discipline; therefore, if those teachers take a paid position within that discipline for which they volunteered, their years for which they volunteered will count as years' experience in regards to longevity compensation. An individual assigned duties by the Board or its representative which prevents continuation in said discipline shall be held harmless and suffer no loss in longevity upon return to the same discipline. There will be no loss in longevity when an individual returns to the same discipline. Completion of four (4) years within the same discipline will result in an addition of two percent (2%) to the schedule amount. At the end twelfth year, an additional two percent (2%) will be added to the above amount.

#### **E. Teacher Retirement Shelter**

From and out of the above salary schedule the Board shall pay directly to the T.R.S. the following percentages. The purpose of such payment shall be to shelter and defer from taxation the contributions consistent with Tax Ruling 414-H(2) and Tax Opinions 81-35 and 81-36.

2010-2011 – Board-paid retirement: 9.4% and .88% THIS

#### **F. Health Insurance**

The Board shall pay ninety-three percent (93%) of the single premium amount toward the group health insurance premium. The Board will direct the superintendent to convene the insurance committee at least once a year or as necessary or by request of the WEA or administration. The committee will meet for the purposes of discussion and research only and will not affect bargaining. The committee will consist of two administrators, two support staff, and five teachers.

#### **G. Jury Duty**

A teacher called for jury duty shall suffer no loss of pay by reason of such service. The teacher shall have the option of reimbursing the District for jury payments received; or if the teacher fails to so reimburse the District, the District may deduct the amount of jury pay from the teacher's salary. If called for jury duty, employees must notify the District Office and Building Administrator. The employee will be charged a dock day until jury duty reimbursement is received.

## **H. Subpoena**

A teacher who is not a plaintiff in a court procedure who is subpoenaed to appear shall suffer no loss of pay by reason of such appearance.

## **I. Personal Auto Use and Mileage**

Employees may request mileage reimbursement for use of personal vehicles in the conduct of School District business. If approved, which approval shall be at the sole discretion of administration, such reimbursement shall be at the IRS rate.

Employees driving their own personal vehicle for school business must maintain at least the state minimum for personal auto insurance. No students are ever to be transported by supervising employees using their personal vehicle for purposes related to a school activity.

## **J. Internal Substitution**

Teachers shall be paid at the rate of forty-four cents (\$ 0.44) per minute for in-house substitution in the absence of the regular teacher and when requested and approved by the building administrator. Authorization forms must be signed by both the substitute teacher and the administrator regarding the substitution. A teacher has the right to refuse internal substitution assignments.

## **K. Tuition Reimbursement**

Board financed college tuition reimbursement shall be at the rate of One Hundred Fifty and 00/100 Dollars (\$150.00) per hour in a graduate program within the field of education or discipline. In the event a teacher desires to take a class on a pass/fail basis, prior approval of the Superintendent shall be required and the course must be required within an advanced degree program in the field of education or discipline. Internet/video courses shall be reimbursed subject to guidelines and limitations otherwise regulating tuition reimbursement. Reimbursement will be limited to a maximum of 16 credit hours per teacher per school year, which includes fall, spring, and summer semesters.

## **L. Professional Development**

- a. One (1) hour college credit is earned for each fourteen (14) hours of workshop attendance. This credit is applicable to movement horizontally on the salary schedule. A maximum of one (1) hour college credit per year through workshop attendance is acceptable, with a lifetime maximum of eight (8) credit hours earned through workshop attendance. Teachers are allowed to accumulate hours of workshop attendance from school year to school year.

In district course work will consist of the following:

- All in district course work must be approved by the superintendent or his/her designee.
- Successful completion of forty (40) hours of seat work would be the equivalent of three (3) semesters of college credit.
- These hours would be considered as college credit for purposes of moving on the salary schedule.

- The instructor would be approved by the district, and would agree to pre-approved criteria for the class.
  - The instructor would be paid at the district approved hourly rate.
  - District employees would not be required to pay for the course work, and would not be paid for taking the courses.
- b. The Board will compensate teachers at the internal substitution rate (see Section J., p. 24) for time spent preparing and presenting professional development workshops at teacher in-services or during school improvement days.

## M. Overload Pay

Beginning with the 1991-1992 school year, the high school schedule shall consist of eight (8) periods.

A high school teacher may accept assignment to additional academic class periods beyond six (6), under which circumstance the teacher shall be paid as follows

1. For a seventh academic class period the teacher shall be paid a sum equal to one-seventh ( $1/7$ ) of the teacher's salary schedule amount. Salary schedule amount means salary schedule lane and step placement and does not include extra-duty pay, fringe benefits of any kind or any other compensation of any kind or type.
2. For an eighth academic class period the teacher shall be paid a sum equal to one-eighth ( $1/8$ ) of the teacher's salary schedule amount. Salary schedule amount means salary schedule lane and step placement and does not include extra-duty pay, fringe benefits of any kind or any other compensation of any kind or type. A teacher accepting an eighth class period shall be paid one-seventh ( $1/7$ ) of salary pursuant to 1. above for the seventh period and one-eighth ( $1/8$ ) of salary pursuant hereto for the eighth period.

No high school teacher shall be required to accept a seventh or eighth academic class period assignment and no discipline shall result from a teacher's refusal to accept such an assignment.

A junior high school teacher may accept assignment to additional academic class periods beyond six (6), under which circumstance the teacher shall be paid as follows:

1. For a seventh academic class period the teacher shall be paid a sum equal to one-seventh ( $1/7$ ) of the teacher's salary schedule amount. Salary schedule amount means salary schedule lane and step placement and does not include extra-duty pay, fringe benefits of any kind or any other compensation of any kind or type.

No junior high teacher shall be required to accept an seventh academic class period assignment and no discipline shall result from a teacher's refusal to accept such an assignment.

Noon duty and Resource: Every effort will be made at the high school to assign resources and/or noon duty to teachers on a revolving basis. Noon duty and resource should not be permanent positions for any one teacher.

Any teacher assigned to resource or noon duty shall be compensated at the rate of One Thousand and 00/100 Dollars (\$1,000.00) per year.

If the administration needs added supervision at SES recess, the principal will post the position to allow current SES teachers to apply. Forty-minutes of recess supervision per day would equate to a \$1000 stipend.

## **N. Personal Property**

A form shall be developed to identify items of personal property of staff members used at school for school purposes. The form shall list the value of the item and reason the item is needed. No item shall be covered by this provision unless the building administrator shall have acknowledged in writing the need for the item and the inability of the District to provide the item. District liability for loss or damage to the item shall be limited to One Hundred and 00/100 Dollars (\$100.00) per item per employee.

## **O. Retirement Language**

An employee who first tenders an irrevocable letter of resignation and retirement to the Board in order for the employee to retire on a date certain in the future under a Teacher Retirement System (TRS) Retirement program shall be eligible for a retirement incentive in up to each of his or her final four years of teaching service, subject however, to compliance with the following conditions:

- 1) An employee seeking to utilize the retirement incentive must retire at his or her first opportunity for retirement after he or she reaches the maximum retirement benefit for years of service (excluding applicable sick days) as determined by TRS. As of June 1, 2016, the maximum retirement benefit for years of service is 35 years for Tier 1 TRS members. Certified teachers who have 30 years or more of creditable service on or before June 1, 2016 are exempt from this condition.
- 2) An employee seeking to utilize the retirement incentive must be sixty (60) years of age on the date of retirement, or an employee seeking to utilize the retirement incentive who will retire between fifty-five (55) and sixty (60) years of age on the date of retirement shall have no fewer than 35 years of service creditable to TRS; and
- 3) The employee shall be no less than sixty (60) years of age on or before May 1 of the year of retirement or shall be at least fifty-five (55) years of age by December 31 of the year of retirement and shall have not less than thirty-five (35) years of creditable service to TRS on the date of the employee's retirement or have such TRS service credit and be such age as to retire without the District incurring any additional payment, penalty, or cost to TRS, other than the employer's normal TRS payment (nine percent (9%) of creditable earnings). In the event that there is any question as to the correct interpretation of the conditions contained herein, this provision shall be read to disqualify the teacher from receipt of any incentive hereunder if the

employer shall be required to pay to TRS any additional payment, penalty, or cost, other than the employer's normal TRS payment (nine percent (9%) of creditable earnings); and

- 4) The employee shall have tendered to the Board a binding, irrevocable notice of resignation and retirement for a date certain in the future, not more than four school terms (school terms generally run from mid-August to late May or early June) from the date the letter of resignation and retirement is received by the Board. The notice must be given on or before August 1<sup>st</sup> of the year which is intended to count as the first year of receipt of retirement incentive provided for hereinbelow; and
- 5) The retirement incentive period (for which a six percent (6%) incentive is paid pursuant to all the conditions contained herein) shall not be less than one (1) year, nor more than four (4) years in length, depending upon the date the letter of resignation is received by the Board and the specified date of retirement.

"TRS creditable earnings," wherever that phrase is used in the entirety of this provision (Retirement Incentive), shall mean total TRS creditable earnings as defined by TRS and includes any extra stipends, step, longevity, lane movement and specifically includes pension payment.

To receive the full value of the incentive provided for herein the employee shall fully perform all his or her duties during the incentive period. Any reduction in performance of duties to the District by the employee during the incentive period (dock days or leave of absence without pay, for example) shall result in a corresponding reduction in salary and benefit amount to the employee (the employee shall receive less than the six percent (6%) incentive contemplated herein.)

In exchange for the employee's written, binding, irrevocable resignation on a date certain (as defined hereinabove), the District shall remove the employee from the salary schedule (or other payment schedule that may be applicable) and for each year of eligibility, the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior year of employment beginning with first year of the incentive period.

#### Examples:

An employee applies for the award one year before retirement. The employee's TRS creditable earnings for 2006-2007 were \$40,000. The employee's final year TRS creditable earnings (2007-2008) will be \$42,400 ( $\$40,000 \times 1.06 = \$42,400$ ).

An employee applies for the award three years before retirement. The employee's TRS creditable earnings for the 2006-2007 school term were \$40,000. The employee's first year TRS creditable earning will be \$42,400 ( $\$40,000 \times 1.06 = \$42,400$ ). The employee's second year TRS creditable earnings will be \$44,944 ( $\$42,400 \times 1.06 = \$44,944$ ). The employee's final year TRS creditable earnings will be \$47,640 ( $\$44,944 \times 1.06 = \$47,640$ ).

If an employee has any additional paid services (extended contract or duties paid in addition to salary schedule rate) at the commencement of the retirement incentive period and such employee ceases to perform those services during the retirement incentive period, the

calculation of the employee's salary which is subject to the six percent (6%) increase provided for herein shall be reduced by the value of the services not performed.

Example:

An employee applies for the award three years before retirement. The employee's creditable earnings for the 2006-2007 school term were \$50,000. The employee's first year creditable earnings will be \$53,000 ( $\$50,000 \times 1.06 = \$53,000$ ). The employee's second year creditable earnings will be \$56,180 ( $\$53,000 \times 1.06 = \$56,180$ ). The employee ceases to perform a service which had been paid in addition to salary schedule rate in his or her final year of employment for which he or she would have been paid \$2,000 (TRS creditable earnings). The employee's final year creditable earnings will be \$57,430.80 ( $\$56,180 - \$2,000 = \$54,180 \times 1.06 = \$57,430.80$ ).

Once an irrevocable letter of retirement is submitted and the retirement incentive period begins, the employee will not be assigned, nor may the employee apply for nor assume any additional duty, perform any additional service, receive any additional assignment nor do any additional work (hours, days, weeks or months) of any kind for employer beyond what the employee had been doing when the retirement incentive period began. Nothing in the foregoing shall be read to restrict the ability of the Association and the District to mutually agree to a change in positions resulting in no loss of pay or duties for a teacher, and resulting in no additional cost or penalty to the District.

If an employee fails to complete the retirement incentive period, leaves the District prior to the designated retirement date or otherwise retires causing the District to have to pay monies not contemplated herein to TRS, the District shall be entitled to recover from the employee all retirement incentive payments made to the employee (the employee's creditable earnings after receipt of the retirement incentive provided for herein minus the employee's creditable earnings if no incentive had been paid) including tax and retirement withholdings, plus attorney's fees related to enforcement of this provision.

In no event will an employee subject to this provision receive an increase in any year covered by this provision of TRS creditable earnings in excess of six percent (6%) of the prior year's TRS creditable earnings, unless such increase is specifically exempted from penalty or additional cost to the District by TRS law or regulation in full force and effect at the time of the increase.

If, during the term of this provision, any law is enacted which changes in any way Board penalties to the Teacher Retirement System which were required of the Board when this provision was agreed upon by the parties, either by increasing employer payments or increasing payments made by the employer on behalf of its employees, or if such change results in a greater cost to the Board for active employees or retiring employees, then this provision shall become null and void, except to the extent that there is a "grandfather" provision in the law or its rules that exempts this Agreement from its application. Additionally, if any law is enacted that changes the way in which retirement bonus can be offered without penalty or additional cost to the District or amends the cap on end-of-career salary increases without District penalty, the parties shall, at either's written request, commence negotiations regarding a successor provision.

No payment of any kind to TRS, nor to any employee, except as expressly and explicitly provided for herein was contemplated, was intended or enacted by the Board at the time of the adoption of this provision.

If TRS should at any time have objections, or advises that the District will incur penalties or payments not contemplated by the Board at the time this provision was adopted by the Board and it is possible to revise the provision to avoid such penalties or payments, then this provision shall be so revised so as to avoid all penalties, costs, or payments that are inconsistent with the terms of this provision.

## **P. Post-Retirement Incentive**

The following retirement incentive and retirement bonus shall be applicable only to employees who are hired by Williamsville-Sherman Community Unit School District No. 15 (hereafter sometimes referred to as "the District") no later than April 1, 2014. Regardless of age, service credit, or other eligibility, any employee who is hired for the first time after April 1, 2014 or is hired for the first time prior to April 1, 2014 and has a subsequent break-in-service by discontinuing employment with the district shall be prohibited from participation in the retirement incentive and prohibited from participation in the post-retirement incentive.

A teacher who first properly executes and tenders a letter of resignation, elects a retirement incentive listed in the Retirement Incentive above, and has no fewer than fifteen (15) years of continuous service exclusively performed for the Williamsville Community Unit School District No. 15 on the employee's date of retirement to the TRS retirement program, shall qualify for a post-retirement bonus defined below, provided the teacher first properly completes all obligations under the retirement incentive provision. The bonuses available shall depend on the amount of notice given by the teachers, and shall be defined as follows:

One year notice:       \$ 400 x # of continuous, full-time years of service\* performed exclusively to Williamsville Schools.

Two year notice:       \$ 600 x # of continuous, full-time years of service\* performed exclusively to Williamsville Schools.

Three year notice:     \$ 800 x # of continuous, full-time years of service\* performed exclusively to Williamsville Schools.

Four year notice:      \$ 1000 x # of continuous, full-time years of service\* performed exclusively to Williamsville Schools.

\* "Continuous full-time years of service" shall be interpreted as a term of calculation, consistent with the examples below. Therefore, an employee who meets the qualifications of P and Q above, but only works part-time for the District shall have their bonus calculated based on the portion of their service performed for the District. An employee who is subject to a board-determined reduction in force and who has no control over such reduction shall not be subject to a corresponding reduction in post-retirement incentive.

No employee who was employed part-time with Williamsville School District prior to January 1, 2009, and has remained continuously employed since shall be subject to the "part-

time reduction" in compensation herein referenced under Paragraph R. Therefore, any employee who began part-time employment before January 1, 2009 shall be considered "full time" for purposes of *calculation of the bonus* referenced in Paragraph R.

Examples:

**Example 1**

Teacher is a part-time teacher in the District. She has taught 1/2-time for 20 years, and gives two years of notice. She will receive, following her last day of employment and after she receives her final paycheck, \$6,000 (1/2 of 20 years of service x \$600).

**Example 2**

Teacher is a full-time teacher in the District. She worked 2 years full-time, then, due to a Reduction in Force, she spent 1 year working 1/2-time. Teacher was then returned to full-time status the following year, and worked that way for 17 years. Teacher has served the District continuously for 20 years, and gave 3 years of notice. Teacher will receive \$16,000 (20 years of service x \$800), because her reduction to 1/2-time service was not her decision and was controlled solely by the District.

**Example 3**

Teacher in Example 2 was reduced to 1/2-time in her third year when she took FMLA qualifying leave for personal reasons. Her post-retirement bonus will be \$15,600 (19 years of service x \$800, + 1/2 of 1 year of service times \$800) because her reduction to part time service was strictly her decision, and was not influenced or controlled by the District.

**Example 4**

Teacher works 5 years for Springfield schools. He then works 2 years for Williamsville schools, then 2 years for Athens school (by his own choice). Teacher then returns to Williamsville schools, and works full-time at Williamsville for 25 years. Teacher gives 4 years notice. Teacher's post-retirement bonus will be \$25,000 (25 years of continuous service to Williamsville x \$1000).

The bonus shall be paid following the teacher's last paycheck, and shall not be TRS creditable earnings. However, the bonus shall be paid in September or at most 60 days following the last paycheck received. In no event shall the teacher be paid the foregoing bonus prior to the teacher's completion of service and obligations under the retirement incentive listed above in Section Q.

If, during the term of this provision, any law is enacted which changes in any way Board penalties to the Teacher Retirement System which were required of the Board when this provision was agreed upon by the parties, either by increasing employer payments or increasing payments made by the employer on behalf of its employees, or if such change results in a greater cost to the Board for active employees or retiring employees, then this provision shall become null and void, except to the extent that there is a "grandfather" provision in the law or its rules that exempts this Agreement from its application. Additionally, if any law is enacted that changes the way in which retirement bonus can be offered without penalty or additional cost to the District or amends the cap on end-of-career salary increases without District penalty, the parties shall, at either's written request, commence negotiations regarding a successor provision.

No payment of any kind to TRS, nor to any employee, except as expressly and explicitly provided for herein was contemplated, intended or enacted by the Board at the time of the adoption of this provision.

If TRS should at any time have objections, or advises that the District will incur penalties or payments not contemplated by the Board at the time this provision was adopted by the Board and it is possible to revise the provision to avoid such penalties or payments, then this provision shall be so revised so as to avoid all penalties, costs or payments that are inconsistent with the terms of this provision.

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