

**MASTER CONTRACT AND AGREEMENT**

**BY AND BETWEEN**

**WEST LINCOLN-BROADWELL ELEMENTARY SCHOOL  
DISTRICT #92 BOARD OF EDUCATION**

**AND**

**WEST LINCOLN-BROADWELL EDUCATORS**



**2021-2022**

**2022-2023**

**2023-2024**



## **ARTICLE I: Recognition, Jurisdiction and Scope**

### **1.1 The Bargaining Unit**

The Board of Education of West Lincoln-Broadwell Elementary School District #92, Logan County, Illinois, hereinafter referred to as the “Board” recognizes the West Lincoln-Broadwell Educators, hereinafter referred to as the WLB Educators, as the sole and exclusive negotiating agent for all regularly employed full, and part-time certified teaching personnel except the Superintendent, Principal, substitute teachers, and other employees properly excluded under the Illinois Education Labor Relations Act. (IELRA)

The board agrees not to negotiate with any other teaching employees’ organization, individual employee, or group of employees regarding wages, hours, terms and conditions of employment.

Wages and benefits for part-time employees shall be apportioned on a pro-rata basis.

### **1.2 Legal Restrictions on Agreement**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction or in the event the Congress or the Legislature enacts a law in conflict with any articles, section or clause, of this Agreement, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted articles, section or clause.

### **1.3 Management Rights**

The Board retains and reserves unto itself all powers, rights, duties and responsibilities conferred upon and vested in it by the statutes of the State of Illinois.

### **1.4 No-Strike/Bargaining Guarantee**

The WLB Educators agree that there shall be no strike or withholding of services during the term this Agreement is in full force and effect.



## ARTICLE II: Teacher Rights and Responsibilities

### 2.1 Teacher Discipline

An employee shall be entitled to have a WLB Educators representative present at a disciplinary conference when a written reprimand is issued.

### 2.2 Right of Membership

Teachers shall have the right to join or not join WLB Educators and to participate in professional negotiations with the Board. They shall not be encouraged to join or discouraged from joining the WLB Educators by supervisors, Administrators or any representative of the Board.

### 2.3 Personnel File

Only the official Board file, except for records related to grievances, shall be kept for each employee. If any other files contain material that relates to the employees in anyway, a copy of such material shall be placed in the official Board file. One major purpose of this file shall be to provide the employee with a single point at which he/she can find any and all evaluations, letters, reports, memorandum and any other documents or materials that exist in the district relating to the nature and quality of his/her service and professional conduct.

Pre-employment records, i.e.,

- Job applicants form
- Transcripts
- Pre-employment health and medical reports
- Previous work experience
- References
- Such other relevant information as the District desires of applicants for screening purposes

Employment records, i.e.,

- Date of employment
- Records maintained pursuant to regulations of the Internal Revenue Service
- Records maintained for the Illinois Teachers' Retirement System
- Records maintained for the Illinois Municipal Retirement System
- Payroll information and deduction
- Credit release and information
- Sick leave data
- Leaves of absence data
- Vacation data (where appropriate)
- Valid certificate for services being performed
- Transcripts of graduate work completed after the effective date of employment
- Credit for in-service work completed
- Post-employment health and medical records
- Supervisory evaluations



- Promotions
- Disciplinary actions
- Personal leave
- Awards received
- Letter of resignation or retirement
- Discharge
- Any additional information the Administration deems to be relevant to the person's job and continued employment in the District.

This information shall be maintained indefinitely for all employees and former employees of the District. This official Board file shall be maintained in such a way as to accomplish the major purpose given above and under the following conditions:

Every employee shall have access to all materials in his/her official file with the exception of confidential letters of recommendation or credentials from placement agencies (when such credentials were sent to the District prior to the passage of the Family Educational Rights and Privacy Act of 1974 or unless the employee has waived the right to inspect such credentials). The employee shall submit a written request to inspect his/her personnel records to the Superintendent or Designee. The Superintendent or Designee shall provide the employee the opportunity for inspection of the requested records within three (3) working days after the request.

Neither an employee's official Board file nor any of its contents shall be copied or otherwise made known to other persons without the employee's permission either during or after his/her service in the school district.

Every employee shall, within five (5) working days be notified of any material added to his/her official Board file. Every employee shall have the right to copy material maintained in his/her personnel file. Payment for record copying may be based on the District's actual costs of duplication.

Every employee shall have the right to attach dissenting or explanation material to any document or other piece of material in the official Board file.

No person shall remove any material from an employee's official Board file without mutual consent of the employee and the Superintendent or his/her designee.

A copy of personnel files will be provided to all teachers after their last day of employment at West Lincoln-Broadwell per administrative procedure 5:150.

#### 2.4 Dues Deduction

Any employee who is a member of the WLB Educators may sign and deliver to the Board an assignment authorizing deduction of WLB Educators dues in the amount specified by the WLB Educators. The assignment shall specify the total amount of annual monthly dues. Such authorization and assignment shall continue in effect for the life of this agreement unless canceled by the originating teacher. The assignment may be canceled at any time upon written notice to the Board by the employee who originally authorized the deduction.

#### 2.5 Use of School Building and Equipment

With approval of the Superintendent or his/her designee, the local WLB Educators shall be allowed reasonable use of school business equipment (i.e., computers, copiers, etc.) except for central office equipment, provided that the use of said equipment does not interfere with the instructional and/or extracurricular programs. The WLB Educators shall purchase all supplies and materials used in the



business of the WLB Educators. No business equipment shall leave the school premises, unless prior approval of the Superintendent is given.

#### 2.6 Public Complaints

Regarding any complaint by a citizen towards a teacher, the complainant shall be encouraged to first bring a complaint to the involved teacher, and an effort shall be made to schedule a conference between the teacher and the citizen.

The Board shall not be responsible for a citizen who does not follow the proper channels, and the citizen's failure to follow to follow the proper channels shall not be grievable.

The Board and/or Administration shall have a meeting with the teacher prior to any disciplinary action.

#### 2.7 Physical and Verbal Assault to Teachers

A teacher shall promptly report to his/her Superintendent or designee any alleged case of physical or verbal assault on such teacher while performing his/her assigned duties. If the State's Attorney decides to prosecute said person, the teacher shall be released from his/her assigned duties while testifying without loss of salary or benefits.

#### 2.8 Facilities

The Board shall provide clean, attractive, heated facilities for the employees to work in and separate, clean, attractive and heated facilities for the employees to spend their duty-free lunch period or non-instructional time.

#### 2.9 Teacher and Administrative Conferences

Every teacher shall have the right to privacy in any teacher/Administrator conference and both shall have the right to a witness of his/her own choosing.

#### 2.10 Teacher and Board of Education Meeting

The WLB Educators and the Board (or Board designated committee) composed of Board members selected by the board, may meet twice each year to discuss mutual concerns.



### **ARTICLE III: Employment Conditions**

#### **3.1 School Calendar**

The School Calendar shall be prepared in accordance with Section 122 paragraph 10-19 of the School Code. The Board may seek advisory input from the teachers prior to final adoption of the calendar.

#### **3.2 Work Day**

Employees shall be in attendance at least thirty (30) minutes before the beginning of the first scheduled class (7:45 a.m.). The employee workday shall end when the employee feels his/her professional obligations have been met, but no earlier than twenty (20) minutes after the last scheduled classes have ended (3:20 p.m.). On the school day prior to weekend, holiday or school vacation employees may leave ten (10) minutes after the last school period. If school is dismissed for snow, heat or Act of God, teachers may leave as soon as the buses leave the parking lot. Teachers are expected to make themselves available before school for professional obligations when necessary. Further, teacher may be required to stay after school for meetings and assignments consistent with their professional standing, or past practice.

A yearly stipend of \$300 will be paid to members of the RTI/PST teams and \$25 an hour will be paid for committee members' hours of work outside of the work day/academic year.

#### **3.3 Preparation Period**

All full-time teachers shall average one hundred fifty (150) minutes per week of preparation time. The average shall be computed on the basis of 176 workdays per year.

Every effort shall be made to secure a substitute for all certified staff. If any emergency arises, teachers may be assigned to substitute during their non-teaching time and shall be compensated at the rate of \$25.00 for each period or fraction thereof.

#### **3.4 Notification of Assignments**

All teachers shall be notified of their tentative teaching assignments for the forthcoming year no later than the last day of the previous school year. If a situation arises as determined by the Administration that necessitates a change in the tentative teaching assignment, the teacher shall be notified at the earliest possible date prior to the first day of school.

If the change is unacceptable to the teacher, he/she shall be allowed to resign.



### 3.5 Vacancy Notices

Upon the creation of a new certified teaching position or a vacancy in an established certified teaching position, the Superintendent shall, within five (5) working days, post the position in the teachers' lounge. If during summer vacation, said posting shall be sent with the teachers' paycheck. Present employees of the District who want to be considered for these openings may express their desire in writing to the District Superintendent prior to the next Board meeting. If, during the school year, more than one position becomes vacant due to a teacher successfully bidding on a position, any subsequent vacancy arising from the prior vacancy being filled may be temporarily filled by the Superintendent and then posted within five (5) working days for ten (10) working days.

It is understood that the final decision for placement of personnel in the District is under the jurisdiction of the Superintendent with Board approval.

### 3.6 Duty Free Lunch

Teachers shall have a duty-free lunch of no less than thirty (30) consecutive minutes.

### 3.7 Routine Task Reduction

Teachers shall not be required to collect lunch money, take a lunch count, fill out and distribute tickets, nor keep lunch records.

### 3.8 Leaving Building

Teachers may leave the building during any non-teaching period with approval of the Superintendent and/or designee.

### 3.9 In-service/Institute

The WL-B Educators may suggest ideas in the planning of any District in-service/institutes.

In the event that a particular in-service/institute is not relevant for a specific teacher, the Superintendent may allow that teacher to attend a relevant in-service/institute, if one is available, or to use the time to visit another school.

### 3.10 Teachers shall be given a 1:30 p.m. dismissal at the end of each grading period. The remainder of that school day shall be utilized by teachers to work on report cards and/or student files with no scheduled meetings.



## ARTICLE IV: Leaves

### 4.1 Sick Leave

Full-time tenured and non-tenured teachers will be granted fifteen (15) days sick leave per school year. For teachers employed less than full-time, the fifteen (15) days sick leave per school year will be prorated.

Total accumulative sick leave for each teacher will be 360 days. Employees shall be notified in writing at the beginning of each school year and thereafter upon request of the current number of sick days they have accumulated.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness, or death in the immediate family or household.

For the purpose of sick leave, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, stepchildren and legal guardians. Exceptions granted by administrative approval.

### 4.2 Personal Leave

Out of the fifteen (15) sick days, each teacher will be granted three (3) days personal leave per year. These three days will be without loss of pay and may be converted to sick leave if not used. All may be carried over to the following year, but may not exceed a maximum of five (5) personal leave days in any school year.

- A. No more than two (2) employees may be absent due to personal leave at any one time except by superintendent approval.
- B. Personal leave without Superintendent approval will subject the employee to a salary deduction of one day.

The use of personal days is subject to the following conditions:

- A. No days may be used immediately before or immediately after a holiday unless prior approval is granted by the Superintendent.
- B. Whenever possible, prior notice of at least 48 hours, except in emergencies, should be given the Superintendent.
- C. Such personal leave may not be used in increments of less than one-half day at a time.
- D. It shall not be necessary for the employee to include the reason for taking such leave when making the request.
- E. The Superintendent is the final authority on the granting of personal days.





#### 4.3 Professional Leave

Each teacher will be allowed four (4) days professional leave days and one special education workshop day per year, at the discretion of the Superintendent.

- A. To attend conference, workshops, or seminars related to the teacher's field.
- B. To visit other schools, view other instructional techniques or programs, view new classrooms or teaching-related equipment, or to observe exemplary programs related to the teacher's field.

On approved trips, the employee shall be reimbursed for:

- A. mileage at IRS rate
- B. registration fee
- C. meal expense not to exceed \$40/day
- D. lodging at the usual and customary rates for trips over 60 miles
- E. parking fees and toll fees

Vouchers/receipts must be provided to receive reimbursement.

Approval and denial of professional leave are at the sole discretion of the Superintendent.

#### 4.4 WL-B Educators Leave

In the event the WL-B Educators desire to send one representative not to exceed two days per school year to a state, regional or national meeting of any teacher union, this representative shall be paid the days' pay by the Board. The WL-B Educators shall notify the Superintendent in writing at least ten (10) days prior to the intended WL-B Educators leave day and repay the cost of the substitute teacher to the District.

#### 4.5 Jury Leave

No employee shall suffer loss or pay or benefits due to loss of time at work caused by serving on a jury or being subpoenaed to testify in a court of law. Any pay received from such duty will be turned over to the District, excluding mileage.

#### 4.6 Leave of Absence Without Pay

Leaves will be administered per Board of Education Policies 5:185 and 5:250.



## ARTICLE V: Fringe Benefits

### 5.1 Teacher Retirement

Board will pay the following tax-free contributions to TRS:

#### **Full TRS**

### 5.2 Insurance and Medical Benefits

Annually by September 1<sup>st</sup>, an employee may elect to acquire single/dependent coverage. The district will pay \$800.00 of the individual monthly health premium (\$9.600 per year) for full-time certified staff:

*Any excess of premium is deposited into the employee HRA account that will be used for reimbursement of deductibles up to \$1,250.00 per year per employee. Documentation must be submitted to Superintendent or designee showing proof of deductible payment.*

A 10% increase in insurance premiums will automatically convene the insurance committee.

Annually on September 15<sup>th</sup>, current employees may elect to NOT take the medical insurance benefit and the Board will pay the teacher one payment of \$1,500.00 on September 15<sup>th</sup> of each year (for the duration of this contract). This payment is an "in lieu of payment" for the medical insurance benefit that will not be added to a teacher's base salary.

A. Subject to approval from the District Auditor, and IRS POP (Premium Only Plan) Rule 125 shall be established.

B. Upon request by either party of this agreement, the Board and the WLB Educators agree to convene an Insurance Committee, which will investigate making changes in the plan and/or changing the carrier. If the committee recommends changes, the Board and the WLB Educators must each agree in order for the changes to be made. Each party shall have no more than three representatives from each side on the committee. If at any time the organization does not qualify for group insurance, either side may request in writing to open the contract to negotiate premium costs or other insurance issues.

C. All teachers may participate in district's 403B plan.

### 5.3 Tuition Reimbursement

Due to the Illinois State Board of Education's requirement of continuing professional development for recertification, the District shall reimburse teachers 90% of tuition and fees for continuing education up to six credit hours per teacher per calendar year, starting August 1<sup>st</sup> and ending July 31<sup>st</sup>, at a rate not to exceed the Illinois Public University tuition rate. All courses must be approved by the Superintendent and receive no less than a "B" or a passing grade on a required pass/fail course, to be eligible for reimbursement.

### 5.4 School-Sponsored Activities

All certified personnel and their immediate family shall be admitted without charge to all school-sponsored activities, which are held at the District #92 facility.



### ARTICLE VI: Salary

#### 6.1 Salary

Faculty hired before the 2019-2020 school year shall receive a one-time wage compression elimination and bonus payment of \$5,000.00. Faculty hired for the 2020-2021 school year will receive a one-time bonus payment of \$2,500.00. These payments will be added to each teacher’s base salary for the 2021-2022 school year.

In addition to the one-time payment above, a 3% salary increase will be added to the base salary (after the one-time payment has been added) as follows:

2021-2022:	3%
2022-2023:	3%
2023-2024:	3%

The starting base salary (BS+1) will be as follows:

2021-2022:	\$34,500.00
2022-2023:	\$35,500.00
2023-2024:	\$36,450.00

This will meet the \$40,000.00 base salary that will be required before this contract expires.

One “step” to the right will be allowed each year (8 hours of graduate credit beyond a Teaching License). \$1,000.00 will added to a teacher’s base salary at time of movement (before September 1<sup>st</sup> of each year).

Superintendent or designee will place new hires (certified staff) based on years of experience and education based on current employee salary. No newly hired teacher will be compensated more than a current teacher’s salary with the same years of experience and education. Years of service credit will only be given to teachers who taught in Illinois Public Schools.

#### 6.2 Extra-curricular Compensation

Employees shall be paid for any academic extra-curricular activities or work based on attached salary schedules.

##### Athletics:

Coaches will be paid at the end of their season upon written notification by the Athletic Director that the season has been completed.



#### Academic:

All academic extra-curricular will be paid at the end of their season/event upon written notification by the sponsor that the season/event has been completed.

These vacancies are to be posted with proffered salaries and updated until the positions are filled.

### 6.3 Salary Payment

Teachers shall be paid on the 15th and 30th of every month and will be paid over a 12 month period.

Teachers shall have the option of direct deposit of their paycheck.

Should a payday fall on a holiday, vacation day or weekend, paychecks will be issued on the last school day, which precedes the holiday, vacation day or weekend.

### 6.4 Retirement Incentive

If an employee gives the Board an irrevocable notice of retirement by October 1 four (4) years prior to the year of retirement, the Board shall pay him/her a six percent (6%) retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining four (4) years of service.

If an employee gives the Board an irrevocable notice of retirement by October 1 three (3) years prior to the year of retirement, the Board shall pay him/her a six percent (6%) retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining three (3) years of service.

If an employee gives the Board an irrevocable notice of retirement by October 1 two (2) years prior to the year of retirement, the Board shall pay him/her a six percent (6%) retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining two (2) years of service.

If an employee gives the Board an irrevocable notice of retirement by October 1 one (1) year prior to the year of retirement, the Board shall pay him/her a six percent (6%) retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining one (1) year of service.

Once an Employee submits an irrevocable notice of retirement by October 1, that employee shall be removed from the salary and stipend schedules that are bound by the current contract. All calculations for increased TRS creditable earnings will be based on the TRS creditable earnings in the year prior to the submission of the irrevocable notice of retirement. A teacher for whom an extra-duty stipend or other payment was part of the teacher's creditable earnings in the school year in which notice is given and who does not perform such duty in any year prior to retirement will have the stipend for that duty subtracted from the creditable



earnings increases provided under this program for each remaining year. Once the Employee submits an irrevocable notice of retirement, in no case will the Employee's TRS creditable earnings increase exceed six percent (6%) of the previous year.

A. If the current law becomes more restrictive, see Section 1.2 – Legal Restrictions on Agreement.

B. If the current law becomes less restrictive to the benefit of the Employee, upon request of either party of this agreement, the Board and the WL-B Educators agree to convene a Retirement Committee, which will investigate making changes in the Retirement Incentive Section. If the committee recommends changes, the Board and the WL-B Educators must agree in order for the changes to be made. Each party shall select their representative for the committee with no more than three representatives from each side of the committee.

C. Regardless of the participation and experience in the implementation of this Agreement, in no event shall this retirement plan create an expectancy of a property interest among staff members beyond the term of this Agreement. The benefits set forth above will not be regarded as a policy, custom, practice, or contractual agreement between the parties beyond the term of this Agreement. However, the union shall have the right to propose an extension of this retirement plan during negotiations for a successor bargaining agreement.

D. Requirements to Qualify

- a. Must submit an irrevocable letter for retirement at the end of an eligible school year and be eligible in terms of age and service credit to receive a retirement annuity from the Illinois Teacher Retirement System in the year of retirement.
- b. The retirement must not cause the District to have to make an additional payment of any kind to the Illinois Teachers' Retirement System (TRS).
- c. Have reached a minimum of twenty (20) years full-time service at West Lincoln-Broadwell Elementary School at the time of retirement. This includes time earned for service at West Lincoln District #72 and Broadwell Elementary District #68 prior to the 1991 consolidation.
- d. If a teacher becomes disabled and cannot teach after giving notice of early retirement and qualifies for the 6% incentive, the teacher would not have to repay the 6% incentive for the year(s) they do not teach.

In the event an Employee fails to meet the requirements of paragraph D because of illness in his/her last four (4) years of employment, the Administration will work with the Employee to extend his/her employment for a sufficient length of time to satisfy the requirements of paragraph D

#### 6.5 Limitation on TRS Creditable Compensation

The purpose of the section entitled "Limitation on TRS Creditable Compensation" is to avoid in all circumstances any payment by the district of a Board-paid penalty, charge, or fee to TRS, or any Board or district liability to fund any portion of a teacher's TRS annuity due to increase in compensation from one year to the next. This section does not apply to teachers who are not eligible for TRS annuity (whether or not they apply) and could not under any circumstances



become eligible for TRS annuity within five years of the end of the school year in which the compensation is earned.

No teacher's creditable TRS earnings from employment in this school district, irrespective of form and no matter how arising, and whether or not arising under this collective bargaining agreement, may exceed the amounts specified herein.

No teacher's TRS creditable earnings from employment in this school district, including but not limited to:

- Vertical and horizontal salary schedule movement
- Stipends
- Salary increases
- Retirement incentives
- Extra-duties
- Changes in position or
- Section 125 plan or flex plan benefits or contributions

shall increase from one school year to the next by more than 6% or be otherwise increased so as to create liability on the part of the Board or district for any portion of a teacher's retirement annuity, or result in any district or Board-paid penalty or fee to TRS. If the sum or percentage amount which triggers any obligation for the district or Board to pay additional amounts to cover all or part of a teacher's retirement annuity or cover any Board or district paid penalty, charge, or fee to TRS decreases, then the maximum of the teacher's creditable TRS earnings from employment in this school district shall similarly decrease so as to avoid any Board or district paid penalty or fee.

Even if another provision of this collective bargaining agreement would otherwise provide, in the event a teacher's TRS creditable earnings would increase by more than 6%, or any such lesser amount that would trigger a district-paid penalty or fee to TRS due to salary increase in any year over a prior year, that teacher shall receive only the maximum increase to TRS creditable compensation allowed under this provision.



## ARTICLE VII: Evaluation

### 7.1 Evaluation Instrument

The evaluation will be used to establish a systematic, uniform approach for the development of employees and evaluation of performance.

### 7.2 Evaluation Process

- A. No formal evaluation shall take place until the evaluator(s) acquaints each employee under his/her supervision with the evaluation procedure, and instrument.
- B. A formal classroom evaluation shall be defined as one involving a classroom visitation of not less than twenty (20) minutes and a written evaluation of the visitation followed by a conference between the evaluator and the employee.
- C. The evaluator shall formally evaluate each employee in writing, using an evaluation instrument designed by the Administration. All formal evaluations shall be done with the full knowledge of the employee. The Administration will consult with the WL-B Educators before making any changes in the present evaluation instrument.
- D. Non-tenured employees shall be formally evaluated at least twice each year. Tenured employees shall be formally evaluated at least biannually by a qualified Administrator.
- E. The evaluator shall provide the employee with a written statement of deficiencies. Suggestions for improving deficiencies shall be offered by the evaluator in writing, recognizing that the responsibility for improvement rests with the employee. The evaluator shall also discuss the ramifications of these deficiencies, both in relationship to instruction and remediation.
- F. The employee shall sign copies of the written evaluation. If the employee feels that his/her formal evaluation is incomplete, inaccurate or unjust, he/she may add his/her objections, if any, and a copy shall be kept by the employee and the original attached to the evaluation report to be placed in the employee's official personnel file.
- G. Nothing contained herein shall limit the right of management to utilize informal observations and other firsthand evaluative criteria for considering competency of any employee.
- H. Any grievance, filed relative to this article shall be limited to violations of specific procedures as outlined in A through G above. All other aspects of evaluation, including but not limited to criteria, instruments, or personalities, shall not be grievable.



## ARTICLE VIII: Negotiations Procedure

### 8.1 Representatives

Each party shall select its own representatives with neither side having more than three members.

### 8.2 Responsibilities

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, make counterproposals, and to seek tentative agreements. All proposals and counterproposals shall be made in writing and initialed by the spokesperson of the respective teams at the meeting the tentative agreement is reached, and upon final agreement the entire contract shall be submitted to the WL-B Educators for ratification, and subsequently to the Board for adoption.

### 8.3 Beginning Negotiations

Negotiations shall begin after written notification by certified mail has been received by the Board of Education from the WL-B Educators no earlier than March 15. All items proposed for negotiations shall be presented in writing by the WL-B Educators at the first session and thereafter shall not be expanded unless by mutual consent.

### 8.4 Bargaining Session

Bargaining sessions shall be closed to the public. Dates of meetings shall be determined by mutual agreement. Meetings will not last longer than two (2) hours, except that both parties may adjourn a meeting earlier if progress is not being made. The parties may mutually agree to extend a meeting.

### 8.5 Impasse

If an agreement is not reached 60 days prior to the start of the next school year, notification concerning the status of negotiations will be sent to the IELRB. If settlement has not been reached 30 days prior to the start of school, either party may petition the IELRB to initiate mediation. If settlement has not been reached 15 days prior to the start of school and mediation has not been requested, the IELRB will invoke mediation. The cost of fact-finding and mediation will be shared equally between the Board and teachers.

### 8.6 Final Agreement

There shall be two (2) signed copies of any final agreement. One copy shall be retained by the Employer and one by the WL-B Educators.





## ARTICLE IX

### GRIEVANCE PROCEDURE

#### 9.1 Definitions

- A. A grievance is a claim by the WL-B Educators, a teacher, or group of teachers that there has been an alleged violation, misinterpretation, or misapplication of the terms of this agreement.
- B. All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays when the district business office is open.
- C. Time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.
- D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided an adjustment is not inconsistent with the terms of the agreement.

#### 9.2 No Reprisals

No reprisals shall be taken by the Board or the Administration against a teacher because of participating in a grievance. All records related to a grievance shall be filed separately from the personnel files of the teachers.

#### 9.3 Procedures

Before a grievance is filed, a sincere attempt should be made to resolve any difference(s) informally between the aggrieved and the Superintendent or whomever the grievance is against.

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such an informal process fails to satisfy the employee, a grievance shall be processed as follows:

- Step1 The grievant shall meet informally with other WL-B Educators members before filing a grievance.



Step 2 The grievant or WL-B Educators shall present the grievance in writing within ten (10) days of the occurrence of the event giving rise to the grievance specifying the article and clause alleged to have been violated and stating the remedy sought to the Superintendent. The Superintendent shall provide a written answer to the grievance of the aggrieved teacher within ten (10) days after the receipt of the grievance.

Step 3 If the grievance is not resolved at Step 1 and 2, the grievant or WL-B Educators may refer the grievance to the Board President or official designee within ten (10) days after the receipt of the Step 2 answer. The Board President or designee shall arrange for a meeting to take place within ten (10) days of his/her receipt of the appeal. The grievant shall be provided with the Board President's or official designee's written response.

Step 4 If the WL-B Educators are not satisfied with the disposition of the grievance at Step 3 or ten (10) days pass without the issuance of the Board President's or designee's decision, the WL-B Educators may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the Administrator of the proceedings. If both parties mutually agree, the Expedited Labor Arbitration Rules of the AAA shall be used instead of the Voluntary Arbitration Rules. If both parties do not agree on the Expedited Labor Arbitration Rules, the Voluntary Arbitration Rules shall be followed by the parties. If a demand for the arbitration is not filed within thirty (30) days of the date of the Step 3 decision, then the grievance shall be deemed withdrawn.

- Cost of Arbitration - The fees and expenses of the arbitrator shall be shared equally by the parties. The parties shall each be responsible for the costs of their own representation. If only one (1) party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement. If both parties request postponement, they shall share equally any per diem costs, if any, assessed by the arbitrator.
- The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. The arbitrator's decision shall be based on the interpretation or application of the express relevant language of the agreement. The arbitrator shall be empowered; however, to include financial awards, excluding punitive damages for items contained in this agreement.
- If the WL-B Educators or any teacher files any claim or complaint in any form other than under the grievance procedure of this agreement, then the Board shall not be required to process the said claim or set of facts through the grievance procedure.



#### 9.4 WLB Educators Participation

The Board acknowledges at the request of the teacher(s) the right of a representative to be involved in Steps 2 and 3 of the formal grievance procedure. No teacher shall be required to discuss any grievance if the WL-B Educators representative is not present, when one is requested.

The employee and his/her WL-B Educators representative have the right to be present at all hearings and meetings concerning his/her grievance.

If a grievance arises from the action of an authority higher than the Superintendent of the school, the WL-B Educators may present such a grievance at the appropriate steps of the grievance procedure.

#### 9.5 Grievance Time Line

Failure of a teacher or the WL-B Educators to act on any grievance within the prescribed time limits will bar any further appeal. Also, if the Board or its designee or Superintendent fails to respond to a grievance within the prescribed time limit, the grievance will proceed to the next step.

#### 9.6 Bypass to Arbitration

If the Board President or designee and the WL-B Educators mutually agree, a grievance may be submitted directly to arbitration.

#### 9.7 Released Time

Any investigation or other handling or processing of any grievances by the grievant or the WL-B Educators shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of the District's employees. However, if during arbitration proceedings the arbitrator requires the grievant present during the regular workday, the grievant shall be released without loss of pay or benefits.

#### 9.8 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing a precedent and if withdrawn shall be treated as though it had never been filed.

#### 9.9 Class Grievances

Class grievances involving one or more teachers and grievances involving the Superintendent may be initially filed by the WL-B Educators at Step 3.



#### 9.10 Contract Expiration

A grievance arising under this contract may be processed through the grievance procedure until resolution even after expiration of the contract.



ARTICLE X

DURATION

The agreement is signed and adopted on \_\_\_\_\_ and is effective for the 2021-2022, 2022-2023, 2023-2024.

For the West Lincoln-Broadwell  
WL-B Educators

For the Board of Education  
District #92

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**Academic Extracurricular Schedule**

<b>Position</b>	<b>Base</b>
Art Club	\$900.00
Eighth Grade Sponsor	\$1,100.00
Literary	\$650.00
Marching Band	\$600.00
Music Contest (Host)	\$600.00
Summer Music	\$600.00
Scholastic Bowl	\$900.00
Student Council	\$400.00

Stipends increase \$60.00 per year of experience. If new sponsor is hired, base is paid for year one.