

# **Master Contract**

**Worth Education Association**

**And**

**Board of Education**

**Worth School District 127**

**July 1, 2019  
Through  
June 30, 2023**

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## **PREAMBLE**

The Board of Education of District 127 as the employing agent (hereinafter referred to as the "Board") and the Worth Education Association, (hereinafter referred to as the "Association") hereby concur that providing a high quality of education for the children of District 127 is a common responsibility requiring consultation among the Board, the superintendent, the administrative staff and the members of the teaching staff. Since these groups share the ultimate aim of providing the best educational opportunities for the children of District 127 consistent with the community's resources, a good relationship among these groups must be maintained and strengthened. The common objectives and responsibilities of these groups can best be advanced if each utilizes the abilities, experiences and judgments of the others in formulating policies and making decisions which directly affect the quality of the educational program and professional services.

## **ARTICLE I RECOGNITION**

### **1.1 Definition of Unit**

The Board recognizes that the best interests of public education will be served by establishing procedures to provide for an orderly method for representatives of the Board and representatives of the Association to negotiate matters which directly affect professional services, to reach mutually satisfactory agreement on these matters, and to appeal through professional and educational channels in the event of impasse. To this end, the Board recognizes the Worth Education Association as exclusive bargaining agent for certificated personnel for whom annual salaries are determined from the teacher salary schedule which is a part of this contract.

a. Definition of a Teacher - When used hereinafter in this Agreement, the word "teacher" shall refer to a member of this bargaining unit described as all certified personnel whose primary assignment is 51% or more spent in direct teaching or providing special services for students, including speech therapists, social workers, and ELL teachers.

b. The term teacher shall not include superintendent, principals, assistant principals, special education director, or any personnel not meeting the "51%" or more criteria in 1.1a.

### **1.2 Limits**

The Board and/or the Administration agrees not to negotiate with any other teacher organization, individual teacher, or group of certified employees with regard to items on which it has a duty to bargain under the Illinois Educational Labor Relations Act unless otherwise provided for in this Agreement, or unless mutually agreed to by the parties during the term of this Agreement. In the event a proposed change in working conditions develops, the Administration and the Association shall meet to bargain the proposed change.

**1.3 District Caucus**

The WEA and the Superintendent shall engage in the creation of a District Caucus, comprised of the Superintendent, the WEA Executive Board, and the Building Representatives from each building. The purpose of the District Caucus is to provide the WEA an opportunity to communicate in a unified way with the Superintendent. The District Caucus will bring forward any questions or concerns from WEA members, as well as discuss resolution for such questions and concerns with the aim of enhancing staff and administrative communications. Meetings may be called by the WEA President or the Superintendent. Meetings shall be conducted within fifteen (15) business days from the date of the request. No additional compensation will be provided for participation in District Caucus meetings.

**1.4 Management Rights**

All management rights and functions, except those which are expressly, and clearly abridged by this Master Contract, shall remain vested in the Board. Legal responsibility for education is vested in the local Board of Education, and this responsibility of final decision-making cannot be lawfully delegated; however, the Board agrees to participate in good faith negotiations with the Worth Education Association provided that such good faith negotiations do not require either party to agree to a proposal or the making of a concession. Furthermore, the Association agrees to abide by policies as established by the Board, so long as those policies are not in conflict with the terms of this Agreement.

**ARTICLE II  
TEACHER AND ASSOCIATION RIGHTS**

**2.1 Right to Organize**

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

**2.2 Non-discrimination**

The parties agree that neither the Board, the Administration, nor the Association shall discriminate against any employee covered by this Agreement by reason of their membership or non-membership status in the Association, their participation in Association related activities, or their exercise of any right under this Agreement or under the Illinois Education Labor Relations Act.

**2.3 Right of Representation**

If a teacher covered by this Agreement shall be required to appear before the Board, said teacher shall be so notified by the superintendent of the time, place, and reason for such appearance at least 48 hours prior to the appearance. The teacher shall be entitled to have a representative of the Association present at the time of the meeting. If the representative is not readily available, the parties will mutually agree on a day and time to continue the

meeting, which day and time shall in no event be more than 30 (thirty) teacher work days later than the initially scheduled meeting.

If, following an initial fact gathering process, an administrator contemplates taking formal action against a teacher which will be noted in the teacher's personnel file, the administrator shall so notify the teacher in writing of his/her right to have an Association representative at the meeting to discuss the contemplated action. If a representative is not readily available, both parties will mutually agree upon a day and time.

## **2.4 Personnel File**

A personnel folder for each teacher shall be on file in the District Office and shall contain the following:

- a. A completed application form.
- b. A copy of a teaching and/or administrative certificate from the Illinois State Board of Education registered with the appropriate authority.
- c. Complete official transcript of all college and/or university credits and other related professional credentials.
- d. Copies of evaluation reports.
- e. Other items pertinent to employment.

A teacher covered by this Agreement shall have the right to review the contents of his/her personnel file in accordance with the Illinois Personnel Record Review Act.

## **2.5 School Code Rights**

Whenever any rights or benefits accorded teachers under the School Code of the State of Illinois or under other laws and regulations exceed the benefits accorded employees elsewhere in this contract, then such rights and benefits shall be incorporated into and become a part of this Agreement.

## **2.6 Parent Complaint**

- a. If a principal receives a complaint from a parent, the principal shall discuss the complaint with the teacher as soon as possible but not more than 5 school days following the day the complaint was received, unless prohibited by Law Enforcement.
- b. If requested by the teacher, a teacher-principal conference shall be held to discuss the complaint and to try to resolve the complaint at the building level. The teacher may also request that the parent attend the conference; such request will be conveyed to the parent by the principal. The principal shall counsel and give direction to both the teacher and the parent to reach a solution to the problem which created the complaint.
- c. No disciplinary action will be initiated against a teacher, nor will any document regarding the complaint be placed in the teacher's personnel file, until resolution of the complaint has been attempted.

## **2.7 INTENTIONALLY LEFT BLANK**



## **2.8A. Meetings, Notices and General Information**

The Association shall have the right to use school facilities for meetings provided that:

1. Regular meeting dates shall be submitted to the superintendent on or before March 1st and will be placed on the school calendar for the following school year. The Administration will make every effort not to schedule any other after school activities to conflict with these dates.
2. Special meetings of the membership shall be scheduled with the principal of the building to be used for the meeting at least 24 hours prior to the meeting (unless this requirement is waived by mutual consent), provided that no prior notice shall be required for meetings of special WEA committees. The WEA shall have access to the facilities for the meetings described above unless the requested facility is unavailable due to prior commitments. It is further agreed that all meetings shall be held during non-school time and shall not interfere with any facet of school's instructional, administrative, or extracurricular programs.
3. The Association shall also have the right to use duplicating equipment provided use is during non-school time and that the District is reimbursed for the cost of materials. The Association may post notices on bulletin boards designated for faculty use provided such notices do not malign the Board or administration; and further, the Association may also have access to the use of school mailboxes and e-mail of teachers covered by this Agreement and may use the District's regularly scheduled inter-school mail service for circulation of meeting and other notices. No postings may be placed or notices delivered in any area where students are or may be present.
4. The WEA's Region 28 Representative, or substitute if necessary, will be allowed to attend monthly regional meetings.

## **2.8B. Information**

1. The Association shall be furnished with public, available and assembled information concerning the financial condition of the District or other information requested for negotiations and the proper enforcement of this Agreement.
2. The Association president shall be provided, without charge:
  - a. A copy of the official Board agenda before each regular and special Board meeting at least 48 hours prior to the meeting.
  - b. a copy of the official Board minutes after each board meeting.
  - c. a copy of the official annual budget; and
  - d. a copy of all existing Board policies, and any revisions or additions of Board policies shall be provided at least 48 hours prior to their scheduled introduction at Board meetings.

This information shall be sent to the Association president via District email. During summer months, the president shall provide the Superintendent's secretary with a preferred email address and the information shall be sent to the president's preferred email address.

3. Provided the Board remains a participant in the Cooperative, the Association shall be furnished upon request with copies of the South Suburban Benefit Coop (health insurance plan) minutes, health plans, and any other pertinent information as they become available. If the Health Care insurance provider is changed, the parties shall meet to review the information available from that vendor and the information that should be provided periodically to the WEA. Notification will be made in writing in advance of the affected changes.

## **2.9 Faculty Directory**

- a. The Board shall provide teachers each school year with a directory, including names and positions of all employees, by September 30. Addresses and telephone numbers will be included at the discretion of each individual employee.
- b. Names and addresses of newly hired teachers shall be provided to the Association prior to the first day of school, or immediately following a hiring mid-school year. Position, salary step and lane will also be provided to the Association.

# **ARTICLE III EMPLOYMENT CONDITIONS**

## **3.1 School Calendar**

The Board of Education adopts a school calendar. Staff input relative to specific dates shall be solicited via the District Caucus prior to action on the calendar. Efforts shall be made by the superintendent to have the calendar coincide with those of High School Districts 218 and 230. The Association understands and agrees that the determination of the school calendar should be based on the best interests of the students and the community as determined by the Board of Education in its discretion.

It is further understood by both parties that any changes in this Article required by State and/or Federal laws or regulations shall be incorporated and enacted as appropriate.

## **3.2 Teacher Work Day**

- a. The length of the teacher day shall be seven hours and fifteen minutes (7 hours 15 minutes). The seven hours fifteen minutes shall be continuous. The Board of Education and the WEA agree to collaborate on the starting time of the school day with the understanding that the school day will not begin before 8:00 a.m. unless mutually agreed by both parties in writing. The Board of Education retains the right to determine the starting time of the school day when the start of the school day is 8:00 a.m. or later. Teachers at the Junior High School shall not be required to teach more than five (5) classes, but will be required to attend team planning on a daily basis. Team plan time is part of a teacher's work assignment and is not considered planning time. Additional duties may be assigned during team plan time without additional compensation, if reasonable effort is made to avoid disruption of team plan. Teachers may be required to substitute internally from time to time during team plan time. Such additional teaching shall not be considered teaching during a teacher's regular planning period or teaching a sixth

class for purposes of additional compensation payable under Section 6.7 of this Agreement.

Work duties may be assigned during the 15 minutes before student attendance begins and the 15 minutes after student attendance ends, provided that that time is not considered part of a teacher's plan time.

The teacher work day shall include a 30 minute duty free lunch period to be scheduled by the building principal with limited variations as determined by the building principals and agreed to by affected teacher(s) not to exceed the length of the normal teacher work day to accommodate programs and services for students.

Exceptions to these hours shall be for building staff meetings. Each building's principal, after seeking input from the faculty, shall determine when the building staff meeting(s) will occur for the month not to exceed one (1) hour total per month after the end of the normal contractual teacher workday. Principals will have the option to hold an additional such meeting each month if necessary, provided that such meeting shall end by the end of the normal contractual teacher workday unless extension of time is mutually agreeable to the participants. District staff meetings may be called by the superintendent to begin as soon as practicable following the conclusion of the student day and to be concluded by one half hour after the end of the normal contractual teacher workday.

On parent/teacher conference day, teachers will participate with no total increase in the length of the teacher day. The starting and ending times for parent/teacher conference day will be determined by the Administration and published at the start of the school year. With prior Principal approval, teachers who hold additional conferences before and after school to accommodate parents unable to attend conference day will be compensated at the extra duty rate stated in Section 6.6 of this Agreement.

- b. All teachers shall be provided at least 225 minutes of planning time per week. The Administration will make every reasonable effort to provide daily unassigned preparation time for: 1) Elementary teachers (at least one plan period within the student day), 2) Junior High Teachers (one full class period). It is understood that this time is exclusive of common planning needed for special education and Junior High team plan time.
- c. All members covered by this bargaining agreement are required to be present at their school's Open House which shall be scheduled by the administration and be held for 1.5 hours during an evening within 30 school days of the start of the school year. In exchange for working 1.5 hours at open house, teachers shall be compensated with early release time of 1.5 hours on the day before Thanksgiving or Winter Break. The Board of Education shall annually determine when the early release time will be provided. Teachers who are absent from Open House shall be

required to use one-half day sick or personal business leave as compensation for their absence.

### **3.3 Teaching Load and Class Size**

In the best interests of quality education and to insure optimum teaching-learning conditions, every reasonable effort shall be made to maintain grade level class sizes of no more than 30 students. If any class exceeds thirty (30) students, the Building Principal shall meet with the teacher involved to discuss the situation and to consider the assignment of a paraprofessional.

### **3.4 Notification of Assignment**

- a. All teachers shall be given written notice of their assignments for the forthcoming year no later than May 15th of the preceding school term. In the event that changes in assignments shall be necessary, the teacher(s) so affected shall be personally notified.
- b. If such changes are necessary during the school term, the teacher(s) so affected shall be notified ten (10) business days prior to such action being taken. If a change is made during the summer, the teacher shall be notified no less than ten (10) business days prior to the beginning of the school year, except in extraordinary circumstances. The teacher shall be provided with a written rationale for the proposed change and will be given an opportunity to meet with Administration to discuss the change.
- c. Teachers will be assigned to positions for which they are licensed and endorsed in compliance with ISBE regulations at the time the assignment is made.

### **3.5 Student Discipline**

Although the Board recognizes that teachers have the responsibility for the maintenance of discipline within the classrooms and elsewhere in their presence as required by circumstances, the Board also recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in classrooms.

### **3.6A. Vacancies**

Vacancies for teaching positions shall be posted on the District website and in the main office of each building for five (5) days. Each notice of vacancy shall be provided to the WEA by group email not less than five (5) days prior to posting. The Board retains sole discretion to determine whether or not a vacancy exists and whether or not to fill any vacancy. Except in case of emergency, no vacancy shall be filled on a permanent basis until such notice has been posted. "Emergency" in the context of this provision shall include its ordinary meaning as well as situations in which viable candidates present themselves for a difficult to fill specialty vacancy. Teachers must submit in writing their interest in bidding for the vacant position and/or new position when the position is posted. Each applicant shall receive a written notice of acceptance or rejection and if requested by the teacher, the Superintendent or his/her designee shall meet with the teacher to discuss the decision. The Board's selection of a candidate for a new or vacant position not otherwise required to be filled pursuant to Section 24-12 of the Illinois

School Code shall be based on consideration of factors that include without limitation certifications, licensures, endorsements, qualifications, merit and ability (including performance evaluations if available), and relevant experience. Teachers who apply for a vacancy must possess the appropriate license and endorsement at the time the vacancy is posted. The length of continuing service with the School District shall not be considered a factor unless all other factors are determined by the Board to be equal. The Board's decision to select a particular candidate to fill a new or vacant position is not subject to review under the grievance procedure of this Agreement.

### **3.6B. Transfers**

Any tenured teacher or any teacher eligible for contractual continued status in the forthcoming school term may apply for a transfer to another building. Such applications shall be in writing to the Superintendent or his/her designee and shall remain on file for one year. The Administration reserves the right to select the best qualified individual for any transfer. Seniority shall be the deciding factor if more than one qualified teacher requests the same transfer.

### **3.7 Special Education Support**

1. Both parties recognize and acknowledge that the extent to which any individual student with disabilities should participate in general education programs must be appropriate to that student's unique needs as determined by the Individual Education Program (IEP).
2. Special Education:
  - a. Worth School District 127 will follow all special education State and Federal mandates by making available to students a full continuum of all programs and services based on needs as developed in each student's IEP (Individual Education Program).
  - b. Teachers may request attendance at professional development opportunities on the subject of special education.
  - c. The general education teacher shall be responsible for the presentation of the basic curriculum to all students. The general education teacher shall make modifications and adaptations to a student's program such as are called for as a matter of professional judgment, with input, support and resources provided by the special education teacher.
  - d. General education teachers and special education teachers will collaborate on student grades.
  - e. No teacher is required to administer medicine, drugs, or medical invasive procedures to student(s). Any employee who administers oral medication to a student in substantial compliance with the prescription or written instructions of the student's physician or dentist shall be held harmless if there is any court or legal action as a result of the administration of medication or medical invasive procedures.
  - f. The above procedures are not subject to the grievance procedure or arbitration. However, this will not preclude a teacher from bringing the

teacher's concerns to the Administrator and at the teacher's request, setting up a meeting to discuss such concerns.

**3.8 INTENTIONALLY LEFT BLANK**

**3.9 Seniority List**

Seniority list provided to teachers should reflect the date of employment, which shall be defined as the earlier of: first date of actual full-time work or the date of the Board's hiring as a full-time employee, with the order determined as listed in the minutes when multiple hirings occur at the same meeting. Teachers will be provided with an updated seniority list by February 1 of each school year.

**3.10 Current Information**

Teachers shall receive complete information regarding sick days, salary, lane and step, and all benefits no later than the first teacher attendance day. Teachers shall return completed salary verification forms to the Business Office no later than the fifth (5<sup>th</sup>) day of school. In the event that the information on the form is in dispute, a teacher shall return the form to the Business Office together with a written memorandum which details the basis for his or her belief that some or all of the information on the form is incorrect. If the Business Office agrees that some or all of the information on the form is incorrect, it shall create a new form that corrects the error(s) and the teacher shall return the corrected form no later than the fifth (5<sup>th</sup>) school day after its receipt.

**3.11 No Classroom**

Each teacher not having a permanent classroom or who are at times displaced because of shared classrooms, will be able to request from their building principal ancillary materials to support instruction.

**3.12 Student Teacher Assignments**

Teachers shall be given the choice of accepting or rejecting a student teacher. No teacher shall receive a student teacher for two consecutive semesters. All cooperating teachers will be tenured unless a tenured teacher in a subject area/grade level is not available or does not meet the requirements of the university's student teaching contract.

**ARTICLE IV  
TEACHER EVALUATION**

Teacher evaluations shall be conducted in accordance with the District's Teacher Evaluation Plan. The primary purpose of evaluation is the improvement of instruction. The current teacher evaluation plan as required by State law and developed cooperatively by representatives of the Association and Board shall be implemented each school term for non-tenured teachers and not less than biennially for tenured teachers. A principal shall not be prohibited from evaluating any teachers within a school during his or her first year as principal of such school.

It is agreed by the Board and the Association that, for the purposes of this Article, only procedural matters relating to the Evaluation Plan shall be grievable. Content and/or ratings are not grievable.

It is considered that "procedural matters" are as follows: 1) deadlines and timelines; 2) sequential events in the evaluation; and 3) number and duration of observations.

It is considered that "content" is as follows: 1) areas of judgment or interpretation by the administrator; 2) statements made on the evaluation forms; 3) ratings given to the evaluatee; and 4) number of informal observations by the administrator.

Information regarding a teacher's performance shall bear the teacher's signature. A signature indicates the teacher has seen the document.

The Board and the Association shall form a joint committee of equal numbers of the Association and the Board to bring the Staff Evaluation Plan into compliance with the Performance Evaluation Reform Act (PERA) for implementation by September 1, 2016. It is understood that the conclusions, judgments and recommendations of the evaluator(s) which result from the evaluation procedure are not subject to the grievance procedure of this Agreement. The Board of Education shall retain final authority for the approval of any revisions to the teacher evaluation plan not under the purview of the PERA committee as has been ratified by the WEA.

## **TEACHER MENTORING**

Mentoring supports the success of teachers new to Worth School District 127. Non-tenured teachers will be required to participate in the District's mentoring plan as part of their regular professional responsibilities and will not be paid additional compensation as mentees. Participation will be required of new non-tenured teachers for two years.

The District will announce when mentors are needed. Mentors are selected by the district's administrative staff. A mentor is assigned to work with a staff member who is new to the district and may or may not be new to the teaching profession. The mentor is expected to work with the mentee throughout the school year. Specific duties and time commitments are outlined in the District 127 Mentoring Plan. The mentoring stipend for the 1st year teacher includes 2 days of summer work, monthly mentor/mentee meetings, and quarterly mentor meetings. All meetings and summer work will be arranged by the staff of the Administrative Center.

Mentors will continue to work with 2nd year teachers but will have reduced responsibilities. The mentoring stipend for the 2nd year teacher includes quarterly mentor/mentee meetings, and quarterly mentor meetings. All meetings will be arranged by the staff of the Administrative Center.

Mentors of 1st year teachers will be paid \$800. The stipend shall be reduced by \$130 for each day that a mentor does not attend scheduled summer mentoring sessions. Mentors of 2nd year teachers will be paid \$400. Mentor stipends are paid twice per year, in the second paycheck of

December and in the last paycheck in June. It is expected that any paperwork required of mentors be submitted in order for the final mentoring stipend to be paid.

## **ARTICLE V TEACHER TERMINATION AND REDUCTION-IN-FORCE**

### **5.1A Teacher Discipline-Rules and Regulations**

Rules and regulations governing teacher conduct shall be reasonable and enforcement of teacher discipline shall be fair and exercised for just cause.

### **5.1B Disciplinary Meeting**

If an employee is required to attend a meeting where the employee reasonably believes that he or she may be subject to discipline, the employee shall be entitled to have an Association representative present at the employee's request. For purposes of this paragraph, discipline includes a written warning, a notice to remedy, unpaid suspension, or dismissal. The meeting shall take place within fifteen (15) school days after the occurrence giving rise to the potential discipline or the discovery of the occurrence, except in cases involving outside agencies or circumstances beyond the Administration's control. No meeting shall be unreasonably delayed because of the unavailability of any particular Association representative or administrator.

### **5.1C Teacher Discipline Other than Dismissal**

All teacher discipline other than teacher dismissal, including suspension with or without pay, shall be subject to the grievance procedure, except that grievances based on an oral reprimand shall not be appealable to binding arbitration.

### **5.1D. Teacher Suspension Without Pay**

Prior to being suspended without pay, a teacher shall be presented with a written description of the information which forms the basis for the suspension and shall be given the opportunity to meet with the administrator imposing the suspension in order to respond to or refute the information.

### **5.2A Teacher Dismissal and Non-Renewal**

Tenured teacher dismissal is subject to the procedures set forth in 105 ILCS 5/24-12, and shall not be governed by the grievance procedure. The non-renewal of probationary teachers shall be subject to the procedures set forth in 105 ILCS 5/24-11, and shall not be subject to the grievance procedure or any provision of this Article.

### **5.2B Tenured Teacher Resignation**

No teacher who has entered upon contractual continued service may terminate such service during the part of the school year when school is in session nor for a period of 30 days just prior to the beginning of the school term except by agreement of the Board and the teacher. No teacher entered upon contractual continued service shall terminate such service during any other part of the school year except by written notification to the Superintendent. Any teacher terminating said service not in accordance with this section is guilty of unprofessional conduct and shall be liable to the District for \$750 in



liquidated damages to cover the cost of the emergency search for their replacement or for suspension of his or her teaching certificate, as provided under the law relating to the certification of teachers, for a period not to exceed one year unless there are extenuating circumstances to be determined by mutual agreement of the Board and the Association. In no event shall the Board seek both the recovery of liquidated damages and the suspension of certificate with respect to a resigning teacher.

### **5.3 Reduction in Force**

A. In the event that the Board determines it to be necessary to reduce the number of certified employees in the school system or to discontinue some particular type of teaching service, then written notice is to be mailed to the teacher and also given to the teacher either by certified mail, return receipt requested, or personal delivery with receipt at least 45 days before the end of the school term together with a statement of honorable dismissal and the reasons therefor. The sequence of dismissal shall be as provided in B. below.

B. The sequence of dismissal shall be established each year by not less than 75 days before the end of the school term. A copy of the list shall be given to the Association President, provided that the Superintendent may, with notice to the Association, move teachers from one grouping to another during the period of time from 75 days until 45 days before the end of the school term. Each teacher will be categorized into one or more positions which the teacher is qualified to hold based upon legal qualifications and any other qualifications established by the District in a job description in place no later than May 10 of the prior school year. Within each position the District shall establish four groupings of teachers qualified to hold the position as follows:

1. Grouping 1 shall consist of each teacher not in contractual continued service and who (i) has not received a performance evaluation rating, (ii) is employed for one school term of less to replace a teacher on leave, or (iii) is employed on a part time basis.
2. Grouping 2 shall consist of each teacher with a Needs Improvement or Unsatisfactory performance evaluation rating on either of the teacher's last 2 performance evaluation ratings.
3. Grouping 3 shall consist of each teacher with a performance evaluation rating of at least Satisfactory or Proficient on both of the teacher's last 2 performance evaluation ratings, if 2 ratings are available, or on the teacher's last performance evaluation rating, if only one rating is available, unless the teacher qualifies for placement into grouping 4.
4. Grouping 4 shall consist of each teacher whose last 2 performance evaluation ratings are Excellent and each teacher with 2 Excellent performance evaluation ratings out of the teacher's last 3 performance evaluation ratings with a third rating of Satisfactory or Proficient.

Among teachers qualified to hold a position, teachers must be dismissed in the order of their groupings, with teachers in grouping 1 dismissed first and teachers in grouping 4 dismissed last.

Within grouping 1, the sequence of dismissal is at the discretion of the Board. Within grouping 2, the sequence of dismissal must be based upon average performance evaluation ratings, with the teacher or teachers with the lowest average performance evaluation rating dismissed first. A teacher's average performance evaluation rating must be calculated using the average of the teacher's last 2 performance evaluation ratings, if 2 ratings are available, or the teacher's last performance evaluation rating, if only one rating is available, using the following numerical values: 4 for Excellent; 3 for Proficient or Satisfactory; 2 for Needs Improvement; and 1 for Unsatisfactory. As between or among teachers in grouping 2 with the same average performance evaluation rating and within each of groupings 3 and 4, the teacher or teachers with the shorter length of continuing service with the school district must be dismissed first.

Teachers on extended leaves of absence as provided by this Agreement shall be subject to reduction in force on the same basis as those teachers in active service.

Nothing in this Agreement shall be construed as limiting the right of the Board to dismiss non-tenured teachers in accordance with Section 24-11 of the Illinois School Code.

#### **5.4 Teacher Termination/Effect on Rights**

Any teacher terminating contractual continued service shall forfeit all tenure and seniority rights.

## **ARTICLE VI TEACHER COMPENSATION AND FRINGE BENEFITS**

#### **6.1 Experience Credit**

Full credit shall be allowed for prior teaching experience through the fifth year, provided such experience was with a minimum of a Bachelor's degree and a valid certificate for the state in which the teacher was employed to teach. Social Workers with a Master's degree in Social Work shall be placed on the appropriate step in the MA+30 lane. Salary schedule placement for newly employed teachers in hard to fill positions (ELL, bilingual, etc.) shall be at the discretion of the Superintendent, who may give credit for prior teaching experience as he or she determines to be appropriate. The WEA President must be notified prior to offering such credit.

#### **6.2 School Year-Salary Schedule**

The salary schedule shall be as set forth in Appendix A, which is attached to and incorporated in this Agreement. The schedule shall be based on a 180 day school calendar as adopted by the Board.

### 6.3 Salary Checks

Salary checks shall be distributed biweekly on Fridays except on those Fridays which are school holidays, in which case checks shall be distributed the work day preceding the holiday. The only exception to the above rule is the first paycheck in January which shall be paid on the first scheduled pay date in January. Checks shall be available in the office of the school to which the teacher is assigned during the school year and in the District Office at other times. If a teacher is absent on a regularly scheduled pay date and had not selected direct deposit, the check shall be mailed that day unless notification to the contrary is received.

### 6.4 Payroll Installments

Certified staff shall receive paychecks in 26 installments, paid by June 30.

### 6.5 Pay Dates

A list of specific pay dates for the school year shall be distributed to all teachers by the fifth day of the school year.

### 6.6 Staff or Curriculum Development Activities

Teachers shall be paid at the rate of \$31 per hour, rounded up to the next quarter hour, for participation beyond the teacher work day for designated committee meetings, designated professional growth programs, Saturday detention, before and after school instructional groups, and/or other meetings/activities approved in advance by the Superintendent. Teachers will submit a Teacher Extra Duty Time Sheet to the Building Principal and include all eligible activities for which compensation is allowed under this Section. Compensation will be made in the next payroll period for which the Teacher Extra Duty Time Sheet was received in the Business Office by the payroll cutoff date.

### 6.7 Substitute Pay /Extra Period Pay

1. All teachers that may be called upon to substitute during their regularly scheduled planning period (which does not include team planning time) will be reimbursed \$31 per class period. Teachers will submit a Teacher Extra Duty Time Sheet to the Building Principal and include the name of the teacher for whom the substitution was performed. Compensation will be made in the next payroll period for which the Teacher Extra Duty Time Sheet was received in the Business Office by the payroll cutoff date.
2. Teachers who agree to teach six (6) classes shall receive additional compensation for the sixth class at a rate of 1/5 of BA Step 1.

### 6.8 Extracurricular Activity Compensation

WJH	Conference	Track	2 Coaches	\$1,500	Each
WJH	Conference	Volleyball	2 Coaches	\$1,650	Each
WJH	Conference	Basketball – 8 <sup>th</sup> Grade	2 Coaches	\$2,650	Each
WJH	Conference	Basketball – 7 <sup>th</sup> Grade	2 Coaches	\$2,550	Each
WJH	Conference	Cheerleading*	1 Coach	\$2,150	

WJH	Conference	Cheerleading – Assistant Coach*	1 Coach	\$1,075	
WJH	Conference	Athletic Director	1 Sponsor	\$600	
WJH	Conference	Mathematics (Grades 7-8)*	1 Sponsor	\$800	
	Conference	Scholastic Bowl	1 Sponsor	\$800	
WJH	Conference	Declamation	1 Sponsor	\$700	
WJH	Activities	Student Council	1 Sponsor	\$2,300	
WJH	Music	Band(at least five performances)	1 Sponsor	\$3,675	
WJH	Music	Chorus(at least three performances)	1 Sponsor	\$950	
WE	Activities	Student Council	1 Sponsor	\$800	
WW	Activities	Student Council	1 Sponsor	\$800	
WE/WW	Activities	Math Bowl Primary (Grades 1-2)	1 Sponsor	\$725	
WE/WW	Activities	Math Bowl Intermediate (Grades 3-4)	1 Sponsor	\$725	
WE/WW	Activities	Math Bowl Intermediate (Grades 5-8)	1 Sponsor	\$725	

\*Includes all competitions

Extracurricular activities are those activities that occur either before and/or after the normal student hours of the regularly scheduled school day. Teachers will receive extracurricular compensation as set forth above for those extracurricular activities that do not occur during the hours of the regularly scheduled student day. Teachers will not be permitted to engage in multiple extracurricular activities that require the sponsor/coach to be present in both activities at the same time without the prior approval of the Superintendent.

As part of Administrative Policy, each extracurricular activity will have a job description which will state the qualifications required for the activity, compensation information, standards of performance, amount of time required to be spent, and a complete list of the responsibilities and duties of the position. At the beginning of the school year, sponsors and coaches will be given the job description and will be required to comply with its specifications. Each sponsor/coach will be required to keep a log that details the coach/sponsor's work on the extracurricular activity including dates, times, and hours worked for each meeting, event, practice, competition, and other significant activity pertinent to the extracurricular activity, etc. The written, detailed log shall be submitted to the Principal by the end of each month.

By the end of the first week of the school year, sponsors of full-year extracurricular activities will present a written schedule of projected meeting dates, activities, events, practices, competitions, etc. to the Principal for approval. The sponsor may not begin any activities associated with the extracurricular activity until the schedule has been submitted and the Principal has approved it. The sponsor should notify the Principal of any changes to the schedule as soon as possible. Changes to the submitted calendar must be pre-approved by the Principal.

Prior to the start of the sports season, each coach will complete and submit to the Principal a calendar indicating the projected practice schedule (dates and times), and the projected game schedule for the sport including conference meets and/or tournaments. The coach may not begin any activities associated with the sport until the schedule has been submitted and the Principal

has approved it. The coach should notify the Principal of any changes to the schedule as soon as possible. Changes to the submitted calendar must be pre-approved by the Principal.

Sponsors or coaches who take a sick day may not schedule or participate in any extracurricular activities that day.

The sponsor or coach of the extracurricular activity will be annually evaluated by the Principal of the school where the activity occurs. In the case of multiple locations for an extracurricular activity sponsored or coached by the same person, all Principals of schools where the activity is held will equitably be involved in the evaluation. Evaluations will be completed and presented to the sponsor/coach by May 1 of each school year. A substantial basis for the evaluation will be the associated job description, a review of the sponsor/coach's log, and determination that the coach/sponsor has fulfilled the requirements of the position. The Administration may remove a teacher from an extracurricular activity at any time for just cause. Teachers who do not fulfill the requirements for their extracurricular positions may not be rehired for the following year.

By May 1 of each school year, each sponsor/coach will submit a letter of intent to continue in the extracurricular activity in the following school year. The district will post all vacated extracurricular activities so that teachers will have an opportunity to apply for the assignment. The Administration shall select the person it determines to be best qualified for the position. Prior service in the position shall not guarantee reappointment. In the event that there are an insufficient number of applicants, or the Administration believes that some of the applicants are not sufficiently qualified, individuals who are not members of the bargaining unit may be given the position.

Standard forms and calendar sheets shall be provided by the District.

The Board of Education reserves the right to add/delete extracurricular activities as the needs of the District require.

New activities shall be presented in proposal format to the Superintendent. A full description of the required elements of the proposal will be found in Administrative Policy. The stipend for the activity will be determined by review of the new job description and the number of hours proposed to be spent on the extracurricular activity.

Full payment for any extracurricular activity shall be based on completion of the assignment and made in a lump sum payment. Payment is contingent upon receipt of all required time logs and a completed form (signed by the coach/sponsor and the Principal) notifying the Business Office that the extracurricular activity has concluded. Payment will be made after the next regularly scheduled Board of Education meeting where action has been taken on the request.

Stipends may not be split or shared without the prior approval of the Superintendent. The number of coaches and sponsors for each extracurricular activity as well as the associated stipends are stated above. Stipend amounts set forth in the contract shall be the full and total amount paid for the activity. Claims for additional compensation over and above the stipend amounts shall not be considered.

### **6.8.1 Summer School**

Full time teachers currently employed in the District will be hired first for summer school teaching positions, all qualifications being equal, seniority in summer school will be the tie breaker. Salaries will be \$31 per hour.

### **6.9 Mileage Allowance**

Teachers covered by this Agreement who must engage in pre-approved travel during the course of the regular school day for the purpose of conducting classes, transacting business for the District or when the location of school has been changed shall be reimbursed for their mileage at the prevailing IRS rate. Teachers must keep accurate records of their mileage and submit these records along with a Mileage Reimbursement Form to the Business Office.

### **6.10 Liability Insurance**

Teachers are covered equally by liability insurance carried by the Board of Education to protect them from financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other action resulting in accidental bodily injury to any person or in property damage within or outside the school buildings, provided such teacher at the time of the accident was acting in the discharge of duties within the scope of employment and/or under the direction of the Board of Education, and provided that such teacher delivers the original copy of any summons, complaint, process notice, demand, or pleading with which served, to the Board of Education office within 10 days of the time of service of the notice.

### **6.11 Health Insurance**

Upon beginning service with the District, each Association member will complete an insurance option form selecting the types of benefits and coverage from the plan(s) offered by the Board. Association members may change their choices annually during the open enrollment period or within 30 days of a change in family situation. The Board will provide information on the plan(s) offered as soon as practicable after it becomes available to the Board.

The Board shall continue to provide medical coverage comparable to the current Plan E. The Board shall pay 90% of the single premium for those who select single insurance coverage, with the remaining 10% paid by the employee.

The Board shall pay 80% of the Single +1 premium or the family premium for those who select dependent insurance coverage, with the balance (20%) paid by the employee.

The Board may also offer other or different plans, including without limitation, an HMO and/or an HSA plan.

The Board shall provide \$2,700 to employees who select no insurance coverage, to be used for:

- a. single or family dental insurance.
- b. contribution to a district-provided Flexible Spending Account (up to maximum allowed by law).
- c. vision insurance as set forth in Section 6.12 below.
- d. any surplus will be paid to the employee as taxable compensation in compliance with IRS regulations.

One-half of the above specified amounts shall be allowed for those members who work half of the time required for full time Association members.

Administration of benefits shall be as follows:

- a. According to the authority granted under Section 125 of the Internal Revenue Code, teachers who elect to shelter premium contributions of the major medical/health and dental insurance plans of the District may do so by completing the appropriate election form provided by the District. Required teacher contributions (if any) for either health or dental insurance shall be through payroll deduction with the deductions to be made during the month prior to the premium payment.
- b. Teachers shall be given notice of plan changes as soon as practicable after notice has been received by the District.
- c. Rules and regulations promulgated by the insurance carriers shall otherwise govern the health and dental insurance programs.
- d. All aspects of management of the Flexible Spending Account shall be handled by the account contractor selected and approved by the Board. Administrative staff shall no longer be responsible for plan management.
- e. For newly employed eligible certified staff, coverage begins on the first day of attendance at work during the regularly scheduled school year.
- f. The detailed coverage and benefits are contained in the master plan document which is on file in the administration office and online with the insurance provider.

A comprehensive description of the health, dental, and life insurance benefits is online with the insurance provider.

## **6.12 Dental, Vision and Life Insurance**

- a. Teachers may participate in a plan of group dental insurance with full amount of the premium to be paid by the teacher unless a teacher selects this as a fringe benefit preference outlined in 6.11. Information on coverage and cost shall be available on request from the School District Business Office.

- b. Teachers may participate in a life insurance program with the full amount of the premium to be paid by the Board of Education. The life insurance amount will be for \$25,000 with no fringe benefit for employees not electing this coverage.
- c. Teachers may participate in a plan of group vision insurance with the full amount of the premium to be paid by the teacher unless an employee selects this as a fringe benefit preference outlined in Section 6.11. Information on the coverage and cost shall be available on request from the School District Business Office.

### **6.13 Tax Sheltered Annuities**

Teachers may participate in tax sheltered annuity programs by means of payroll deduction. Teachers must fill out the required tax sheltered annuity plan documents and submit them to the Business Office to initiate payroll deduction for a tax sheltered annuity. Requests for participation in a tax sheltered annuity must meet the requirements of the District's Master Plan.

### **6.14 Workers Compensation**

Teachers shall be covered by Workers Compensation insurance carried by the Board of Education and shall report any on-the-job accidents or injuries immediately to the supervisor on duty at the time of the accident or injury.

### **6.15 Credit Union**

Teachers may participate in a district approved credit union by means of payroll deduction provided that deductions per salary check shall be for minimum of \$25 and shall extend over a period of time not less than 10 pay periods. Notification of intent to participate must be filed in the District Office 2 weeks prior to the first deduction date.

### **6.16 Tuition Reimbursement**

Teachers shall be reimbursed for tuition costs and fees at a rate not to exceed \$250 per semester hour for a maximum of nine (9) semester hours each school year. The following will be in force:

1. Such courses shall not otherwise be reimbursed through scholarships, loans for which forgiveness was granted, or grants.
2. Such courses shall be at the graduate level and completed at an accredited NCATE college or university.
3. Reimbursement shall only be provided for courses which are pre-approved in writing by the Superintendent. Requests for attendance at any course must be submitted not less than two weeks prior to the first class meeting. Teachers denied course approval shall be notified and provided with reasons for the denial.
4. Such courses shall be directly related to the current or anticipated District 127 assignment of the teacher requesting tuition reimbursement.



5. Reimbursement shall be approved by the Board as soon as practicable following receipt of proof of personal tuition payment to the college/university, and of the official transcript indicating satisfactory completion of the course. Satisfactory completion is a grade of “B” or higher.
6. Teachers may request to attend an on-school time or a non-school time conference at the District's cost; payment for this conference shall be in lieu of tuition reimbursement for one graduate class; the principal has discretion to act on such requests.
7. Teachers who requested and were denied tuition reimbursement during the term of the 2016-2019 collective bargaining agreement shall, within thirty (30) days after presentation of acceptable documentation, be provided tuition reimbursement in the amount of \$200 per hour for up to six (6) hours for each such school year.

#### **6.17 Retirement Incentive**

Teachers who meet the eligibility requirements set forth in this Section 6.17 and who provide the notice as described below will receive as a retirement bonus a salary increase of six percent (6%) applied to the total TRS creditable earnings received from the District in the previous school year. An eligible teacher may elect to receive this 6% increase in each of the four (4) years prior to retirement beginning in the 2019-2020 school year, but not later than the 2022-2023 school year. The teacher may give one (1), two (2), three (3), or four (4) years of notice, provided that the teacher is eligible to do so and further provided that the notice is received by December 1 of the year prior to the first year in which the teacher will receive the retirement bonus, except for teachers who elect to receive the bonus in the 2019-2020 or 2020-2021 school year, who must provide notice by January 31, 2020. This retirement bonus is limited to those teachers who are or will be able to retire without penalty under applicable law on or before June 30, 2023. To be eligible for this benefit under this Section 6.17, a teacher must: (1) be eligible to receive a retirement annuity without discount under applicable law on or before June 30, 2023, (2) be able to retire without any early retirement penalty; and (3) have served in the District for 15 or more years.

An eligible teacher who elects any benefit under this Section must submit a written notice of irrevocable resignation from employment due to retirement, effective at the end of the election period but no later than June 30, 2023. Said written notice must be submitted according to the timelines herein. The Association and the Board further agree that should future professional negotiated agreements provide for retirement bonuses, options, or any terms that these will not be available to any teacher who elects any benefit under this Section. The last school year in which any bonus will be paid under this paragraph is 2022-2023. It is understood and agreed to that no payment under this paragraph will result in any TRS penalty to the District, and the parties agree that if any such penalty is or may be assessed the District may adjust any employee's salary retroactively, or take any other action it deems necessary, to avoid such penalty.

Any teacher who submits notice of retirement and begins receiving or is scheduled to receive one or more six percent (6%) salary increases shall be removed from the salary schedule and shall not receive any other additional compensation from the District regardless of any additional activities the teacher may choose to perform or any horizontal or vertical movement the teacher would otherwise experience on the salary schedule, notwithstanding any other provision of this Agreement. It is the intent of the parties that the compensation increases of such teachers shall be capped at six percent (6%) in any of the four (4) years prior to retirement, so that the District may avoid any related TRS surcharges or penalties.

Salary increases provided for under this paragraph are conditional on the teacher satisfactorily performing all required duties and assigned supplemental activities that were compensated in the year prior to the first incentive year. If during any year in which a teacher would otherwise be entitled to receive six percent (6%) retirement increases the teacher declines to perform any assigned supplemental activity that was compensated in the year prior to the first incentive year, or the teacher is removed from any such activity for cause, the teacher's compensation shall be reduced proportionally. The Board will not reduce a teacher's compensation if a supplemental activity is eliminated by the Board. The Board will not require a teacher to perform a supplemental activity if doing so would increase the teacher's total TRS creditable earnings by more than 6%.

The Board shall pay \$3500 to a retiring teacher to help offset the cost of health insurance after retirement. This payment will be made after the teacher's final paycheck and shall not be considered creditable earnings. In the event that TRS determines that this payment constitutes creditable earnings, the Board shall have the right to cease any future payments under this paragraph.

#### Conditions of Withdrawal of Retirement

The teacher's request for the approval of a retirement incentive shall be deemed to constitute a resignation from employment, effective on said date, once the Board approves the request. However, the teacher may request to withdraw his/her retirement request for the following reasons that arise after the Board approved the request:

- a. diagnosis of terminal illness of the retiree or his/her spouse, or death of the spouse;
- b. total disability of the retiree's spouse;
- c. serious illness of a medically and financially dependent child or parent; or
- d. divorce.

In any of the above events, the teacher will tender a written proposal for the withdrawal of his/her retirement request. As a condition of the board's consideration of the request, the teacher will agree to a wage deduction that will repay the Board any retirement incentives paid to the teacher to date. Repayment by wage deduction shall be completed within 180 calendar days of the Board's approval of the withdrawal. The Board may accept the request to withdraw the resignation at its discretion.

## **ARTICLE VII LEAVES**

### **7.1A Sick Leave**

Teachers covered by this agreement shall be entitled to 14 days leave per year with an unlimited accumulation. This leave may be used for personal illness or serious illness in the immediate family or household but not for medical or dental appointments which may be arranged for on non-school time. It may also be used for birth or adoption leave in accordance with section 24-6 of the Illinois School Code, death in the immediate family, of a friend or other relative.

### **7.1B Bereavement Leave**

Absence of a maximum of 3 teacher work days for death in the immediate family or household shall not be deducted from accumulated sick leave provided that such bereavement days are taken immediately following the death for the services, or within fourteen (14) days following such services, for activities associated with responsibilities or obligations surrounding the death. Days that are not taken within these time frames may be granted by Superintendent approval, which will not be unreasonably denied. Any other days related to the death shall be deducted from accumulated sick leave.

Immediate family shall include parents, spouse, partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians, and anyone living in the unit member's immediate household.

### **7.1C Reporting Absences**

The procedure for reporting teacher absences from school shall be prescribed by district administrative policy. Under no circumstances shall a teacher be absent from school without advance notification to the building principal or designee except in cases of extreme emergency when it shall be the responsibility of the teacher to make contact with the school principal or administrative office as soon as possible.

Absences for less than 1 full day shall be allowed under extenuating circumstances with the determination of these to be made by mutual agreement of employee and supervisor at the time of absence, provided that the grievance procedure as contained in this contract shall not be applicable to this clause unless the request or denial shall be considered unreasonable.

### **7.1D Unused Sick Days**

After retirement under the provisions of the Illinois Teachers' Retirement Act, with at least 10 years experience in the District, a teacher will receive payment for unused accumulated sick leave days in excess of those not used toward retirement credit under the Teachers' Retirement System at the rate of \$60 per day. This payment will be made after the teacher's receipt of his or her final paycheck for regular earnings, and shall be a lump-sum payment becoming due and payable to the teacher subsequent to receipt of his or her final paycheck for regular earnings. The parties agree that the District may cease

payments under this paragraph only in the event that TRS considers them to be creditable earnings and has not implemented a grandfather clause, in which case the parties shall renegotiate this paragraph.

## **7.2 Personal Business Leave**

Teachers covered by this agreement shall be entitled to 2 days absence per year for purposes of transacting any personal business which may only be transacted on school time provided that any day or days so used shall be deducted from accumulated sick leave. This leave shall be subject to the following provisions:

1. Procedure for reporting such absence shall be that prescribed for other absences, except that the teacher shall provide as much advance notice as possible for absence for personal business.
2. Absences for personal business shall not be to:
  - a. Extend a vacation
  - b. Avoid attendance due to inclement weather
  - c. Pursue any endeavors related to another occupation or enterprise
3. Absences for personal business shall not usually be on the first or last day of the school year or on the day before or after a school holiday or vacation or student non-attendance period, unless there are extenuating circumstances, and the teacher obtains the approval of the Superintendent.
4. The two personal business days may be used consecutively for the purposes and subject to the conditions set forth above with the prior written approval of the Superintendent.

## **7.3 Birth or Adoption Leave**

Absence due to pregnancy related disability shall be treated as sick leave if the teacher so chooses; however, tenured teachers may be granted a leave of absence without pay for birth or adoption purposes subject to the following conditions and limitations:

1. Conditions of Leave
  - a. All requests for such leaves must be submitted in writing to the superintendent at least 4 weeks prior to the beginning date of the leave unless circumstances shall require the leave to begin sooner.
  - b. If the leave begins before February 1, the duration of the leave shall be for the remainder of the school year in which it is granted, plus 1 additional year, if requested. If the leave begins after February 1, 2 additional years, if requested, shall be granted. A teacher may request an earlier return with same to be considered and granted in so far as possible.
  - c. The teacher on leave must notify the superintendent by certified mail with a return receipt by February 15 of both the first and second years of the

leave regarding intention to return to the District. Failure to notify the superintendent shall constitute a resignation.

2. Benefits of the Leave

- a. While on leave, the teacher may continue to participate in the District insurance plan in the same manner of participation at the time of the leave until termination of pregnancy, at which time the teacher may become a direct paying member in the insurance plan.
- b. Upon return from the leave, the teacher shall be assigned to an available position in the District for which, in the Board's judgment, the teacher is qualified and certified.
- c. The teacher shall be permitted to retain all unused sick leave accrued as of the date of the leave.
- d. Provided that the teacher complies with all of the conditions of the policy, the teacher's tenure status shall not be impaired by virtue of the leave.
- e. The teacher will receive experience credit for salary advancement for the year in which the leave is taken if the effective date of the leave is February 1 or later.

**7.4 Educational Leave**

Teachers applying for a one year leave of absence without pay to complete additional professional study shall apply for such leave by February 15 of the school term prior to the school term they desire such leave. The superintendent shall be notified by February 15 of the year in which the teacher is on leave if the teacher does not plan to return the following school year. The Board of Education shall make a reasonable effort to place the returning teacher in a like position (K-5 to K-5, Jr. High to Jr. High, special area to special area) he/she held before taking the leave, and shall guarantee the returning teacher one additional year of experience on the salary schedule. Said teacher shall not accumulate additional leave. The Board of Education reserves the right to review applications for educational leave and shall grant only two such leaves per year.

**7.5 Military Leave**

Military leave shall be provided in accordance with applicable State and federal law.

**7.6 General Leave**

Tenured teachers intending to return to teaching in District 127 may be granted a one year leave of absence without pay for health or stated personal reasons subject to the following:

1. Conditions of leave:

- a. Requests for such leave must be submitted in writing to the superintendent by March 1 for the following school year unless extenuating circumstances can be shown for a later submission.
  - b. Such leave may be granted to a teacher only once during his or her term of employment with District 127.
  - c. The teacher on leave shall inform the superintendent by March 1 of the year in which the leave is taken of intention to return or resign the following school year.
  - d. The teacher on leave shall return to duty on the first school day following the final day of the leave. Failure to do so shall constitute a resignation.
2. Benefits of the leave shall be limited to the following:
- a. For the duration of the leave, the teacher may continue to participate in the District insurance plan except that the teacher shall pay the full premiums.
  - b. Upon return from the leave, the teacher shall be assigned to an available position in the District for which, in the Board's judgment, the teacher is qualified and certified.
  - c. The teacher shall be permitted to retain all unused sick leave accrued as of the date of the leave.
  - d. Provided that the teacher complies with all the conditions of the policy, the teacher's tenure status and seniority shall not be impaired by virtue of the leave; however, no seniority shall be earned for the period of the leave.

### **7.7 Association Leave**

The Worth Education Association shall be allowed a total of 8 days per year for Association leave subject to the following provisions.

1. Use of this leave by members of the Association shall be determined by the WEA Executive Board and certified by the Association President; however, the number of members on leave on any one day shall not exceed 3 and no member shall be allowed use of more than 3 such days in a school year. The Association President will request leave for members of the Association directly to the Superintendent and all leave forms will be submitted directly to the Superintendent.
2. Such leave shall be used for purposes of attending IEA Conventions, IEA sponsored conferences, lobby days, Representative Assembly, and/or Regional Council meetings.

3. Principals or supervisors shall be provided with as much advance notice as possible for employee use of Association leave.
4. The WEA shall reimburse the District in the amount of the existing substitute daily rate of pay for substitutes engaged on behalf of the teachers who are absent from duty under this provision.
5. The Superintendent may allow additional Association days for purposes of attending lobby days in Springfield.

### **7.8 Jury Duty Leave**

In instances when a teacher shall be absent for reason of jury duty, no salary or sick leave deductions shall be made. Upon receipt of payment for such duty, the teacher may keep the payment.

### **7.9 Temporary Leave**

A teacher may be granted a temporary leave without pay for a period not to exceed 5 school days subject to the following:

1. Request for such leave shall be submitted in writing to the principal or immediate supervisor of the staff member requesting leave a minimum of 10 working days prior to the beginning date of the leave unless extenuating circumstances can be shown for a later submission. Notice of acceptance or rejection shall be served within 3 days of original request.
2. Such leave shall be solely for personal or family activities, acts of God, or family member on military leave, and may not be used for the pursuit of any endeavors related to another occupation or enterprise in which the teacher is currently engaged, except that the leave may be used to seek another position.
3. Such leave may be requested either in whole or in part only once during any given school year
4. Such leave shall not be taken in conjunction with business days as provided in this contract.
5. Such leave shall usually not be granted during the first or last week of the school year nor in the week immediately preceding or following the winter or spring recess.
6. Such leave shall be granted to no more than two District teachers on the same given day(s) during the school year.
7. All temporary leaves must be approved by the Superintendent.

### **7.10 Family and Medical Leave**

The Board and Association agree to comply with the provisions of the Family and Medical Leave Act (FMLA), pursuant to Board Policy # 5:185 – Family and Medical Leave. Said Policy #5:185 can be found on the District website.

### **7.11 Injury on the Job**

- a. An employee who is injured shall be entitled to receive directly all workers' compensation payments for which he or she is eligible. To the extent such compensation does not equal the employee's normal take home pay, the District shall pay the difference between the worker's compensation payment and the employee's normal take home pay for ninety (90) days beginning the fourth day following the injury. "Normal take home pay" shall be defined as regular salary less state and federal withholdings and the normal pension deduction. The first three (3) days shall be paid without charge to the employee's sick leave. This provision shall not apply if the employee was violating work rules, administrative direction or Board policy at the time of injury.
- b. Following such ninety (90) calendar days, the injured employee may retain all worker's compensation payments, but further District payments will cease unless the employee has accumulated sick leave available, in which instance such accumulated sick leave shall be paid to supplement the worker's compensation payments to the extent of normal pay rates, such payments shall be deducted from accumulated sick leave.

## **ARTICLE VIII GRIEVANCE PROCEDURE**

### **8.1 Definition**

A grievance is defined as a written claim that there has been a violation, misinterpretation or misapplication of a specific provision of the contract. No grievance shall be processed or entertained unless it is submitted in writing within 15 teacher work days after the occurrence of the event giving rise to the grievance. The Association may file a grievance on behalf of itself or any Association member.

### **8.2 Procedures**

The parties hereto acknowledge that it is usually most desirable for a teacher and the teacher's immediately involved supervisor to resolve problems through free and informal communications. When requested by a teacher, an Association representative may accompany the teacher to assist in the informal resolution of the grievance. This informal approach does not extend or waive the 15 day time limit noted above. If, however, the informal process fails to satisfy the teacher or the Association, a grievance may be processed as follows:

- a. The teacher or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within 10 teacher work days after the receipt of the grievance. The Association's representative, the grievant, and the immediately involved supervisor may be



present for the meeting. The purpose of the meeting is to resolve the issue as the supervisor is empowered to do so. Within 5 teacher work days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

- b. If the grievance is not resolved at Step A, then the grievant or the Association may refer the grievance to the superintendent or the superintendent's official designee within 10 teacher work days after receipt of the Step A answer or within 15 teacher work days after the Step A meeting, whichever is the later. The superintendent shall arrange for a meeting to take place within 10 teacher work days of receipt of the appeal. Each party shall have the right to include in its representation such witnesses or counselors as it deems necessary. The purpose of the meeting is to resolve the issue. Within 10 teacher work days of the meeting, the Association and the grievant shall be provided with the superintendent's written response, including the reasons for the decision.
- c. If the grievance is not resolved at Step B then the grievant or the Association may refer the grievance to the Board of Education within 10 teacher work days after the receipt of the Step B answer or within 20 teacher work days after the Step B meeting, whichever is the later. The Board of Education will hear all grievance appeals at the next regularly scheduled Board of Education meeting. Each party shall have the right to include in its representation such witnesses or counselors as it deems necessary. Within 10 teacher work days of the meeting, the Association and the grievant shall be provided with the Board of Education's written response, including the reasons for the decision.
- d. If the Association is not satisfied with the disposition of the grievance at Step C or the time limits expire without the issuance of the Board of Education's written reply, the Association may submit the grievance to binding arbitration. The Association shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Each party shall take turns striking one (1) name from the list, with the Association striking first. The remaining person shall be the Arbitrator. Either party shall have the right to reject one (1) panel in its entirety before any individual striking is done, and if a party rejects a list the Association shall request another list. If a demand for arbitration is not filed within 10 teacher work days of the receipt of the Step C answer, then the grievance shall be deemed withdrawn.
  1. The arbitrator shall have no power to alter the terms of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him by the Board and the Association, and his/her decision shall be based only upon interpretation of the meaning or the application of the express relevant language of this Agreement.
  2. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator shall be divided equally between the parties.
  3. If either party requests a transcript of the proceedings, that party shall bear the full cost of the transcript. If both parties order a transcript, the cost of the 2 transcripts shall be divided equally between the parties. If a copy of the transcript is furnished to the arbitrator, the cost of such shall be divided equally by the parties.

**8.3 INTENTIONALLY LEFT BLANK**

**8.4 No Reprisals Clause**

No disciplinary action shall be taken by the Board or the Administration against a teacher because of his or her participation in a grievance.

**8.5 Class Grievance**

In instances where 2 or more teachers initiate a grievance on the same issue, the Association shall process the grievances as one with the WEA President acting on behalf of the aggrieved parties.

**8.6 Association Participation**

All grievances shall be processed through the Association with written copies to be submitted to the Superintendent, Association president, and building principal, if applicable. The Association shall have the right to have one representative present at all levels of the grievance procedure. If they so desire, involved principals may include one other district administrator exclusive of the superintendent at all levels of the grievance procedure.

**8.7 Board-Administration Cooperation**

The Board and administration shall provide the WEA pertinent records as requested by the WEA pursuant to the grievance.

**8.8 Grievance Withdrawal**

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

**8.9 No Written Response**

If no written decision has been rendered within the time limits indicated by a step, the grievance shall be deemed advanced to the next step.

**8.10 INTENTIONALLY LEFT BLANK.**

**8.11 Settlement**

By mutual agreement of the Association and the Board of Education, a grievance may be settled at any step with or without establishing prejudice or precedent.

**ARTICLE IX  
NEGOTIATIONS PROCEDURE**

**9.1 Negotiations Procedure**

a. The Board of Education recognizes the Superintendent as its chief executive officer and the person to whom it looks for educational leadership. It shall be the function of the Superintendent, or his/her designated representatives, to meet in accordance with procedures, as follows: with representatives of the Association in an effort to reach mutual understanding the agreement on all appropriate matters

submitted for negotiation. Each party shall select its own representatives. The representatives for the Association shall not exceed six in number, excluding observers. The representatives for the District shall be chosen from the Board of Education and the administration and, if the Board chooses, an attorney or professional negotiator of the Board's choice.

- b. Bargaining sessions shall be closed to the public. Dates and times of meetings shall be determined by mutual agreement.
- c. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counterproposals and to seek tentative agreements.
- d. A mutually convenient initial meeting date shall be set no later than April 1st unless both parties agree to a later date.
- e. Prior to the commencement of bargaining, the parties will meet to establish and agree on the ground rules for bargaining.

## **9.2 Negotiation Items**

The Association and the Board agree that negotiation in good faith shall encompass the following items: policy matters directly affecting wages, hours, terms, and conditions of employment, fringe benefits, grievance and negotiations procedures, as well as other mutually agreed upon matters, which directly affect professional service. When these items are agreed upon, they shall become a part of the Master Contract.

## **9.3 Ratification and Distribution**

Any agreement reached by the parties shall be reduced to writing and shall be submitted to the membership of the Association for ratification, and to the Board for ratification. Following approval by the Association and the Board, copies of the written agreement, signed by the President and Secretary of the Board and President and Secretary of the Association, shall become part of the official minutes of the District and shall be prepared for distribution to the Board and the employees covered by this contract as soon as practicable with the costs for this to be equally shared by the Board and Association. Agreements reached shall become part of the Master Contract.

## **9.4 Non-discrimination**

The Board and Association recognize the rights of individuals covered by this contract to determine their own membership status in the Association and agree that there shall be no discrimination against any person covered by this Agreement because of membership or non-membership. Further, membership in the Association or any other employee organization shall not be a condition of employment for persons covered by this Agreement.

**9.5 Appeal**

Should the services of a mediator be necessary to assist the parties in reaching agreement, the Federal Mediation and Conciliation Service (FMCS) shall be contacted. If FMCS is unavailable, the Illinois Educational Labor Relations Board shall be notified. Any costs and expenses in using the services of a Mediator (FMCS or IELRB) shall be equally shared between the Board and the Association.

**9.6 Attendant Costs**

Any costs and expenses which may be incurred in securing or utilizing consultants shall be paid by the group requesting these services.

**ARTICLE X  
EFFECT OF AGREEMENT**

**10.1 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 consent of both parties. The parties hereto agree that during the negotiations for this Master Contract, each party had the unlimited opportunity to make proposals on any topic, whether covered or not covered by this Contract.

**10.2 Individual Contracts**

If there is any conflict between the terms and provisions of this Agreement and the terms of and conditions of individual teacher contracts or agreements, the terms and provisions of this Agreement shall prevail.

**10.3 Savings Clause**

Should any Article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that Article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, sections, and clauses shall remain in full force and effect.

**10.4 No Strike Clause**

The Association agrees members shall not participate in a strike or any form of work stoppage unless and until:

1. The existing Agreement between the Association and Board has expired.
2. Mediation has been used without success.
3. At least 10 days have elapsed after a notice of intent to strike has been given by the Association to the Board, the Regional Superintendent of Cook County, and the Illinois Educational Labor Relations Board.
4. All other requirements of the Illinois Educational Labor Relations Act and its implementing regulations have been satisfied.

## 10.5 Term of Agreement

This Agreement shall become effective upon ratification by both parties and shall continue in effect until June 30, 2023.

### SALARY SCHEDULE PROVISIONS

Salary schedules included in this contract shall include the Board's pick-up of all required teacher contributions to the Illinois Teachers Retirement System and shall be subject to the following provisions:

- a. The salary schedules shall apply to all teachers employed for a regular 180-day school term. Additional salaries for teachers employed for a longer period than the 180-day school term shall be prorated at the 180-day salary schedule rate. Teachers who terminate their employment prior to the end of the contract period shall have their final salary determined on the prorated-basis of the 180-day school year.
- b. Credits earned for advancement to the next lane on the salary schedule must be approved in advance by the Superintendent and, further, must be earned at an NCATE accredited college or university. Courses must be completed by September 1 and transcripts must be filed as soon as the university or college releases grades or transcripts. A request for lane advancement must be submitted by the first day of the new school term.
- c. A teacher's salary, including professional study preparation and credit for experience in the district or outside the district, shall never exceed the provisions of this salary schedule for the 180-day school year.
- d. Advancement to the next lane shall require 15 semester hours, except for movement from the BA + 15 lane to the MA lane which requires the completion of a Masters Degree, which would be accepted for a graduate degree from the institution granting the credits.
- e. Advancement on the salary schedule shall be limited to 1 step per year.

Lane changes:

1. BA will freeze at step 12. Anyone currently at Step 12 who earns additional credit hours to make a lane change will move to the appropriate lane and step 13. Any teacher beyond step 12 that earns additional credit hours will move to the appropriate lane and advance one step.
2. BA + 15 will freeze at Step 16. Anyone at BA + 15, Step 16, who earns additional credit hours and obtains a Masters Degree will move to MA lane, Step 17.

- 3. Any teacher who was on BA Step 10 at the end of the 2018-2019 shall be entitled to move only one step, if appropriate, at the beginning of the 2019-2020 and 2020-2021 school years.

This Agreement is signed this \_\_\_\_\_ day of January, 2020 for the Worth Education Association and the Board of Education of Worth School District 127.

IN WITNESS THEREOF:

For the  
WORTH EDUCATION ASSOCIATION

For the Board of Education  
WORTH SCHOOL DISTRICT 127

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

2019-2020

<u>Step</u>	<u>BA Rate</u>	<u>BA+15 Rate</u>	<u>MA Rate</u>	<u>MA+15 Rate</u>	<u>MA+30 Rate</u>
1	42,696	43,252	45,807	46,365	48,700
2	43,552	44,119	46,725	47,295	49,677
3	44,425	45,004	47,662	48,243	50,673
4	45,316	45,906	48,617	49,210	51,689
5	46,224	46,827	49,592	50,197	52,725
6	47,151	47,766	50,587	51,203	53,782
7	48,096	48,723	51,601	52,230	54,860
8	49,061	49,700	52,635	53,277	55,960
9	50,044	50,697	53,691	54,345	57,082
10	51,048	51,713	54,767	55,435	58,227
11	52,071	52,750	55,865	56,546	59,394
12	53,115	53,808	56,985	57,680	60,585
13		54,887	58,128	58,837	61,800
14		55,987	59,293	60,016	63,039
15		57,110	60,482	61,220	64,303
16		58,255	61,695	62,447	65,592
17			62,932	63,699	66,907
18			64,194	64,976	68,249
19			65,481	66,279	69,617
20			66,794	67,608	71,013
21			68,133	68,964	72,437
22			69,499	70,346	73,889
23			70,892	71,757	75,371
24			72,314	73,196	76,882
25			73,764	74,702	78,423
26			75,243	76,445	79,996
27			76,751	78,187	81,600
28			78,290	79,930	83,236
OS 1	54,758				
OS 2	55,941				

2020-2021

<u>Step</u>	<u>BA Rate</u>	<u>BA+15 Rate</u>	<u>MA Rate</u>	<u>MA+15 Rate</u>	<u>MA+30 Rate</u>
1	43,127	43,689	46,269	46,833	49,192
2	44,009	44,583	47,215	47,791	50,198
3	44,909	45,494	48,181	48,768	51,225
4	45,827	46,425	49,166	49,766	52,272
5	46,764	47,374	50,172	50,783	53,341
6	47,721	48,343	51,198	51,822	54,432
7	48,697	49,331	52,245	52,882	55,545
8	49,693	50,340	53,313	53,963	56,681
9	50,709	51,370	54,403	55,067	57,840
10	51,746	52,420	55,516	56,193	59,023
11	52,804	53,492	56,651	57,342	60,230
12	53,884	54,586	57,810	58,515	61,462
13		55,702	58,992	59,711	62,719
14		56,841	60,198	60,932	64,001
15		58,004	61,429	62,178	65,310
16		59,190	62,686	63,450	66,646
17			63,968	64,747	68,008
18			65,276	66,072	69,399
19			66,611	67,423	70,818
20			67,973	68,802	72,267
21			69,363	70,209	73,744
22			70,781	71,644	75,253
23			72,229	73,109	76,791
24			73,706	74,604	78,362
25			75,213	76,130	79,964
26			76,751	77,687	81,600
27			78,321	79,276	83,268
28			79,922	80,897	84,971
OS 1	55,878				
OS 2	57,085				



2021-2022

<u>Step</u>	<u>BA Rate</u>	<u>BA+15 Rate</u>	<u>MA Rate</u>	<u>MA+15 Rate</u>	<u>MA+30 Rate</u>
1	43,567	44,135	46,741	47,311	49,694
2	44,477	45,057	47,718	48,300	50,732
3	45,407	45,999	48,715	49,309	51,793
4	46,356	46,960	49,733	50,340	52,875
5	47,325	47,942	50,773	51,392	53,980
6	48,314	48,944	51,834	52,466	55,108
7	49,324	49,967	52,917	53,563	56,260
8	50,355	51,011	54,023	54,682	57,436
9	51,407	52,077	55,152	55,825	58,636
10	52,481	53,165	56,305	56,992	59,862
11	53,578	54,277	57,482	58,183	61,113
12	54,698	55,411	58,683	59,399	62,390
13		56,569	59,910	60,640	63,694
14		57,751	61,162	61,908	65,026
15		58,958	62,440	63,202	66,385
16		60,191	63,745	64,522	67,772
17			65,077	65,871	69,188
18			66,438	67,248	70,634
19			67,826	68,653	72,111
20			69,244	70,088	73,618
21			70,691	71,553	75,156
22			72,168	73,048	76,727
23			73,677	74,575	78,331
24			75,216	76,134	79,968
25			76,788	77,725	81,639
26			78,393	79,349	83,346
27			80,032	81,008	85,087
28			81,704	82,701	86,866
OS 1	57,046				
OS 2	58,278				

2022-2023

<u>Step</u>	<u>BA Rate</u>	<u>BA+15 Rate</u>	<u>MA Rate</u>	<u>MA+15 Rate</u>	<u>MA+30 Rate</u>
1	44,024	44,598	47,232	47,808	50,216
2	44,958	45,544	48,233	48,821	51,280
3	45,911	46,509	49,256	49,856	52,367
4	46,884	47,495	50,300	50,913	53,477
5	47,878	48,502	51,366	51,993	54,611
6	48,893	49,530	52,455	53,095	55,769
7	49,930	50,580	53,567	54,221	56,951
8	50,988	51,653	54,703	55,370	58,159
9	52,069	52,748	55,863	56,544	59,392
10	53,173	53,866	57,047	57,743	60,651
11	54,300	55,008	58,256	58,967	61,937
12	55,451	56,174	59,491	60,217	63,250
13		57,365	60,753	61,493	64,590
14		58,581	62,041	62,797	65,960
15		59,823	63,356	64,128	67,358
16		61,091	64,699	65,488	68,786
17			66,071	66,876	70,244
18			67,471	68,294	71,734
19			68,902	69,742	73,254
20			70,362	71,220	74,807
21			71,854	72,730	76,393
22			73,377	74,272	78,013
23			74,933	75,847	79,667
24			76,522	77,455	81,356
25			78,144	79,097	83,080
26			79,800	80,774	84,842
27			81,492	82,486	86,640
28			83,220	84,235	88,477
OS 1	58,255				
OS 2	59,513				