

CONTRACT AGREEMENT

Between

THE BOARD OF EDUCATION

OF

WAYNE CITY COMMUNITY UNIT #100 SCHOOL DISTRICT

AND

WAYNE CITY EDUCATION ASSOCIATION

IEA-NEA

2024-2025

2025-2026

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ARTICLE I RECOGNITION

1.1 DEFINITION OF BARGAINING UNIT

The Board of Education of Wayne City Community Unit #100 School District, Wayne County, Illinois (hereinafter referred to as the “Employer,” “District” or “Board” recognizes the Wayne City Education Association, an affiliate of the Illinois Education Association-National Education Association (hereinafter referred to as the “Association”) as the sole and exclusive bargaining representative for all full-time and part-time certified regularly employed with a contract with specific hours not equal to full work week including teachers, counselors, nurses, etc. but excluding all non-certified personnel, certificated personnel working in non-certificated positions, and certificated personnel working as principals or superintendents.

1.2 GENERAL DEFINITIONS

When used in this Agreement the term “employee(s),” “teacher(s)” shall mean bargaining unit person(s) covered by the terms of this Agreement.

1.3 SUBSTITUTE TEACHERS

The Superintendent or designee shall have the authority to employ substitute teachers as may be necessary to take the place of teachers who are temporarily absent.

A substitute teacher shall hold a valid certificate, which may be a substitute teacher certificate.

A school day shall be considered as five (5) hours.

The Board of Education shall annually establish a daily rate of pay for substitute teachers, No fringe benefits shall be extended to substitutes.

If the substitute is to be employed for the duration of the school year prior to November 1, the employee is covered by the terms of this Agreement.

1.4 SUB-CONTRACTING

The duties of any Bargaining Unit Member or the responsibilities of any position in the bargaining unit shall not be increased or transferred to persons not covered by this Agreement unless written permission is obtained from the Association.

The Employer will not sub-contract teaching positions unless the skills needed to perform the work are unavailable within the Bargaining Unit.

Coaching positions may be sub-contracted provided that the rate of pay shall not exceed the prevailing wage for that position under Appendix B.

ARTICLE II GRIEVANCE PROCEDURE

2.1 DEFINITIONS

A grievance shall mean a written complaint by a member, groups of members or the association that there has been an alleged violation, misinterpretation, or misapplication of the specific provisions of this Agreement.

- A. All time limits consist of school days. Except when a grievance is submitted fewer than ten (10) days before the close of the current school term, then time limits shall consist of all weekdays.

2.2 PROCEDURES

The parties acknowledge that an Employee and the Employer may resolve problems through free and informal communications. However, a grievance shall be processed as follows:

2.2.1 STEP I

The grievant shall present the grievance in writing to the immediately involved supervisor, within one hundred and twenty (120) days from the time the employee known or should have known about the event giving rise to the grievance, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's local representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

2.2.2 STEP II

If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within five (5) days after receipt of the Step I answer. The Superintendent shall arrange, with the Association local representative, for a meeting to take place within five (5) days of the Superintendent's receipt of the appeal. Within five (5) days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

2.2.3 STEP III

If the grievance is not resolved at Step II, then the Association may refer the grievance to the Board of Education within five (5) days after receipt of the Step II response. A meeting shall be scheduled with the Board within fifteen (15) days of the Board President's receipt of the Association grievance appeal. The grievant shall

be entitled to Association representation of the grievant's choosing. If either the Board or Association uses out-of-district representation, such information shall be provided to the other party at least ten (10) days before the scheduled hearing. Within five (5) days of the Board grievance meeting the Association will be provided a written response including the reasons for the decision.

2.2.4 STEP IV

If the grievance is not resolved at Step III, the grievant may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed within thirty (30) days of the date for the Step Three decision, the grievance shall be deemed withdrawn.

The parties shall jointly request the American Arbitration Association to submit to them a list of five (5) arbitrator's names and qualifications. Either party may reject one (1) list in its entirety and request that another list be submitted. From the final list, the parties shall alternately strike one (1) name, with the party requesting arbitration striking first, until only one (1) name remains. That individual shall serve as the arbitrator. The arbitrator so selected shall be jointly notified of his/her selection and requested to contact the parties with respect to scheduling the hearing. If the individual selected cannot serve, the parties shall request another list and repeat the striking process to determine another arbitrator to serve. Failure of a party to act with regard to striking in turn within thirty (30) days shall constitute a waiver of the right to select an arbitrator. In such a case, the other party shall select an arbitrator from the list and arbitration shall proceed.

The arbitrator shall have no authority to decide the following issues:

1. Hiring/dismissal of employees from extra-duty positions.
2. Comparability pay issues concerning extra-duty position.
3. Final administrative/Board decisions on individual employee evaluation.
4. Final administrative/Board decision on individual employee assignments/ transfers.

2.3 BYPASS

By mutual Agreement, any step of the grievance procedure may be bypassed.

2.4 CLASS GRIEVANCE

Class grievances involving one (1) or more Employees or one (1) or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step II.

2.5 NO REPRISALS CLAUSE

No reprisals shall be taken by the Employer against any Employee because of the Employee's participation or refusal to participate in a grievance.

2.6 RELEASED TIME

Step hearings will be scheduled outside school time unless mutually agreed. Arbitration hearings shall be scheduled during the workday with release time provided at no loss of pay benefit.

2.7 FILING OF MATERIALS

All records related to a grievance shall be filed separately from the personnel files of the Employees.

2.8 GRIEVANCE WITHDRAWAL

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

2.9 NO WRITTEN RESPONSE

If no written response has been rendered within the time limits indicated by a step, then the grievance shall be deemed automatically moved to next step.

2.10 EXPEDITED ARBITRATION

By mutual agreement of both parties, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

2.11 COSTS

The fees and the expenses of the arbitrator shall be shared equally by the parties.

2.12 COURT REPORTER

If only one (1) party requests the presence of a court reporter, that party shall bear the cost of the reporter.

2.13 GRIEVANCE FORMS

All grievance forms shall be mutually developed and agreed to by the parties and become a part of this Agreement and attached hereto.

GRIEVANCE REPORT FORM

Grievance # _____ School District

Distribution of Form

1. Superintendent
2. Principal/Supervisor
3. Association
4. Grievant

Submit to Supervisor/Principal in Duplicate

Building Assignment Name of Grievant Date Filed

STEP I

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Applicable provisions of the Contract: _____

3. Relief Sought: _____

Signature

Date

C. Disposition of Supervisor/Principal: _____

Signature

Date

D. Disposition of Grievant and/or Union/Association: _____

Signature

Date

STEP II

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Union/Association: _____

Signature

Date

STEP III

A. Date submitted to Board: _____

B. Disposition of Board: _____

Signature

Date

ARTICLE III PROFESSIONAL EMPLOYEE RIGHTS

3.1 QUALIFICATIONS AND LICENSURE

Each new member of the certified staff shall have a current Illinois license which legally qualifies him/her for the duties for which he/she is employed. The staff member shall be responsible for securing and maintaining a valid license. Professional-educator licensed staff will be reimbursed \$50 for the periodic renewal fee for licensure.

A copy of the license must be placed on file in the Superintendent's office and must be accompanied by an official transcript of college credits or with adequate confirmation of credit earned.

3.2 PHYSICAL EXAMINATIONS

New employees shall furnish evidence of physical fitness and freedom from communicable disease (including tuberculosis) at the employee's expense.

The Board of Education may require an examination of any employee to determine the physical or mental fitness of the employee to perform assigned duties. Such examinations shall be performed by a licensed physician or psychiatrist who may be chosen by the employee from a list of at least three designated by the Board of Education and the expenses thereof shall be paid from school funds.

In instances when an employee has utilized all sick days and is returning from a medical leave, a physical examination shall be required.

3.3 PROBATION AND TENURE

The Board shall comply with relevant School Code provisions regarding probation and tenure.

3.4 PROFESSIONAL GROWTH

The administrative staff of the District shall provide an orientation program for new staff members to acquaint them with policies and procedures of the District, of their school, and of their position.

The Building Principal or the immediate supervisor shall work closely with each new staff member, particularly in the case of a person without previous experience, in order to insure a successful introduction to the District. In some instances an experienced teacher may be asked to assist in the process.

A description of the District's program of staff supervision and evaluation shall be included in the orientation program.

The continuous retraining and in-service education of teachers and other personnel is an essential ingredient to quality education and to efficient operation. The Administration and

supervisory personnel shall seek input from staff members in determining the areas of need and shall plan and provide appropriate in-service growth activities at Board expense.

3.5 TERMINATION OF EMPLOYMENT

Employment of staff members in the District may be terminated for one of the following reasons:

Probationary

Staff members shall be terminated during their probationary period if the evaluation of the staff member indicated he is not providing satisfactory service or if continued employment of the staff member would not be in the best interest of the District. Termination will be made on the recommendation of the Superintendent. Staff members terminated will be notified by registered mail or certified mail by April 15 of the school year during which such action is taken as provided in the School Code. Nothing contained herein shall require the District to give a reason for the dismissal of a first-year, second-year, or third-year probationary employee.

Tenure

The Board may dismiss a staff member for “incompetency, cruelty, negligence, immorality or other sufficient cause and ... whenever, in its opinion the interests of the school require it...” (Section 10-22.4) Dismissal requires action by the majority of the Board and the recommendation of the Superintendent. In cases of dismissal, the Board and staff members shall be guided by provisions of Section 24-12 of the School Code and the provisions of this Agreement.

3.6 SUSPENSION WITHOUT PAY

The Board of Education shall have the authority for, just cause, to suspend without pay any staff member from his/her position, when in the judgment of the Board, the staff member's conduct or alleged conduct is seriously detrimental to the educational program.

The Board of Education may suspend for the following reasons:

1. Incompetency
2. Cruelty
3. Negligence
4. Immorality
5. Insubordination
6. Violation of administrative rules and regulations
7. Socially unacceptable behavior
8. Pending formal dismissal proceedings

Before the Board of Education suspends a staff member, without pay, a hearing officer shall be appointed by the Board of Education and the Association in accordance with the terms of Article 2.10 of this Agreement to determine whether the facts as presented at the hearing are true and warrant suspension without pay. Nothing contained within this Section 3.6 shall prevent the Board from suspending with pay until the issue is resolved.

3.7 CONFERENCES AND VISITATIONS

Staff members may be requested by the District's Administration to attend activities which promote professional growth. Staff members may also request to attend such meetings.

Staff members may be required by District Administration to attend activities which may promote professional growth if held within the regular school day.

After application to and with the approval of the Superintendent staff members may be released during the school day with full pay to attend conventions, professional meetings, workshops, and to visit exemplary programs.

A staff member who voluntarily attends an administratively approved professional growth activity at a time other than the regular school day may also request reimbursement for expense.

Mileage and registration fees for approved activities shall be reimbursed by the District. Room and board expenses shall be reimbursed by the District if overnight accommodations are necessary.

Meals will be reimbursed upon presentation of a voucher or receipt for the same at up to \$40/day, when meals are not provided. If employee claims more than one (1) meal, they will be reimbursed the total allowance, given that the receipts equal or exceed allotted amount.

3.8 CONSULTING ACTIVITIES

After application to and with the approval of the Superintendent or designee, staff members may be released with full pay to serve as volunteer speakers, consultants, or resource persons outside the District. The employee or the school district or institution receiving the services may be responsible for travel, lodging, and meal expenses and for substitute costs if any are incurred.

Any consulting, professional development, or other professional involvement activity shall be undertaken with the understanding that such activity shall not interfere with the staff member's responsibilities to the District and that anyone engaging in such activities shall speak as an individual unless specifically directed by the board to speak for the District.

Any staff member who, of their own accord, consults, presents, or is employed by another district for any type of consulting activity, speaking or etc. that is not approved by the Superintendent or designees, shall not be covered under the aforementioned parameters.

3.9 SOLICITATION FROM OUTSIDE

Solicitation by outside organizations and/or individuals for donations from staff is not permitted. In extenuating circumstances, Superintendent shall consult with the Association President and may request the Board to consider exemption.

3.10 RELEASE OF CREDIT INFORMATION

When a request for credit information about a School District employee is received by telephone, the only information to be released is whether or not the person is employed by the District.

Credit information requested by mail may be released with the following conditions:

1. Written permission to release information must be obtained from the individual about whom information is requested.
2. An administrator must sign materials.

3.11 STAFF COMPLAINT PROCEDURES

The School Board recognizes that from time-to-time staff members may have complaints which they wish brought to the attention of the Board. In the interest of resolving these problems as quickly and fairly as possible, such complaints not involved with the interpretation and application of this Agreement should first be brought to the attention of the immediate supervisor of the complainant for resolution. If the solution suggested at that level is not satisfactory, the complainant may then seek resolution from each higher authority in order. If not resolved satisfactorily at any lower step, the complainant may bring the matter to the attention of the Board by requesting that the Superintendent place the complaint on the Board's agenda.

3.12 EQUAL EMPLOYMENT

Equal employment opportunities shall be provided to all persons without regard to their race, color, religion, national origin, sex, age, ancestry, marital status, physical or mental handicap unrelated to ability, or other characteristics which are protected by state or federal law.

3.13 SEXUAL HARASSMENT

The Board of Education shall not tolerate sexual harassment of students and/or employees of the District.

Sexual harassment is defined as unsolicited sexual advances, sexual advances linked to the promise of rewards, coercion by threat of punishment, and sexual assault.

When there is evidence of violation of this policy or violation of provisions of Title VII and/or Title IX as they apply to sex discrimination, the Board shall take appropriate action including warning and/or disciplinary action as warranted.

3.14 EXTRACURRICULAR COMMITTEE

The District and Association shall form a joint committee to study the educational program needs of students and faculty in curricular and extra-curricular areas. The committee will meet annually and make recommendations as they deem necessary.

3.15 TICKET SALES

Teachers will continue to sell tickets at basketball games with no reimbursement. The Board agrees to contribute Five Hundred and 00/100 Dollars (\$500.00) to the Association Scholarship Fund every year, the equivalent of what would be paid to teachers for selling tickets.

3.16 STIPENDS

The Board of Education has the prerogative to pay additional stipends for work done above and beyond the regular teaching load of any certified staff member covered by this Agreement. It is explicitly understood that any stipends paid shall not be for administrative purposes. Examples of paid additional stipends would be Special Ed. Coordinator and Head Teacher assignments.

3.17 ADDITIONAL ASSIGNMENTS

Certified staff who accept an additional assignment shall not be afforded administrative authority to evaluate, dismiss, hire, or reprimand.

3.18 CAMERAS:

Recognizing their sole purpose to protect the students and staff, the Board and the WCEA agree to the placement of security cameras in classrooms and the following guidelines to govern their use:

1. Video from security cameras shall never be used as a tool for formal or informal observation and/or teacher evaluation.
2. Cameras will be placed in the corner farthest from the door so that the door and all students (when seated normally at tables or desks) are visible.
3. Classroom cameras will not have auditory capability.

4. The video recording and storage drives and monitor(s) connected to the classroom cameras will not be housed in any room that serves as an office for any school personnel or administration.
5. The video storage drive room shall not be a high traffic room that has public or student access.
6. Except for periodic maintenance, the WCEA President must be made aware of any and all viewings of classroom security cameras and the purpose for the viewings.
7. If the content of the video material becomes the subject of an investigation into employee conduct, the employee and a WCEA representative will be given the opportunity to the first viewing of the video along with the administration.
8. If the content of the video material becomes the subject of an investigation into employee conduct, the administration must make a copy of the video for the employee and the Association if formally requested by the WCEA.
9. Access to video footage involving teachers shall be limited to appropriate administrative personnel, their attorneys and designees, law enforcement agencies, the teacher in the footage, and WCEA representatives.

ARTICLE IV EMPLOYMENT YEAR AND WORKDAY

4.1 EMPLOYMENT YEAR AND WORKDAY

The contractual year for a regular teaching contract shall include the days in the current school calendar as adopted and/or amended by the Board of Education.

4.2 WORKDAY AND WORK YEAR SCHEDULE

Certified personnel shall maintain a workday and work year schedule as follows:

1. Scheduled employee instructional workday shall not exceed seven (7) hours and twenty-five (25) 25 minutes, except when students are released early for the Thanksgiving, Christmas, and commencement of spring break holidays. Then the employee workday shall not exceed the "released early time" plus fifteen (15) minutes. The Superintendent shall have the option of allowing teachers to leave within thirty (30) minutes after the student departure time when an early dismissal is scheduled due to weather. The Superintendent's decision to allow early dismissal for teachers on such days is final and not subject to appeal.
2. Duty-free lunch time of equal length to assigned students lunch period.
3. Teachers will be given one (1) early dismissal per month for the purpose of mandatory attendance at teacher meetings. Teacher meetings will be held during school time after 1:55 p.m. When given one (1) week's prior notice, meeting may exceed past scheduled workday not to exceed two (2) extra hours per month. Notification shall include length of meeting. Early dismissal days are to be prescheduled on the school calendar. Goals and objectives of the teacher meetings are to be provided.
4. Planning time shall be not less than one hundred twenty (120) minutes per week at elementary school and planning time shall be not less than two hundred (200) minutes per week in high school.
5. Work year – one hundred seventy-six (176) pupil attendance days, four (4) institute days. No more than one hundred eighty (180) workdays. Any change in requirements by State will be reflected in contract. Superintendent and Board may add necessary snow days, but if not used, will not be assigned as faculty workdays. Superintendent may consult with Association as to the rescheduling of pupil attendance days missed as a result of inclement weather.
6. If employed beyond one hundred eighty (180) days by existing contract, receive per diem of 1/180 for each day of work. Provided work during official summer school program will be at rate of pay on Extra-Duty Salary Schedule. This Section doesn't apply to any duties covered by Extra-Duty Schedule.

7. Field trips may exceed seven (7) hours and twenty-five (25) minutes days and no extra pay.
8. Coaching, club sponsorship and extracurricular duties extending beyond the workday shall be paid in accordance with the Extra Duty Salary Schedule.

ARTICLE V ASSOCIATION RIGHTS

5.1 INFORMATION TO ASSOCIATION

The Board shall make available to the Association President an electronic copy of the Board's agenda, approved minutes of regular and special meetings (excluding executive and/or closed sessions), annual budget, and annual financial report at no cost to the Association.

5.2 USE OF SCHOOL BUILDING BY ASSOCIATION

The Association shall have the right to use school buildings for Association meetings at times and places not in conflict with the school schedule. Such use of the building will be scheduled with the Administration. If the meetings require custodial service to accommodate the Association, the Association will reimburse the Board for the cost.

5.3 COMMUNICATIONS BY THE ASSOCIATION

The Association shall have the right to post notices of activities and matters of Association concern on a designated bulletin board in each school building, except there shall be no posting of defamatory or partisan political material. The Association may use teacher "mailboxes" for communications of Association business, with copies of all general materials being given to the Building Principals at the time of distribution.

5.4 USE OF EQUIPMENT BY ASSOCIATION

The Association may use a typewriter, photocopy machine, email and/or computer in each building provided such equipment is not being utilized for educational and/or school business activities. The use of additional equipment shall be at the discretion of the Administration. The final decision-making authority on the use of all equipment in each building shall be coordinated by the Building Principal. The Association shall reimburse the District for the cost of all consumable supplies and the prevailing rate to use its photocopy machine.

5.5 RIGHT OF REPRESENTATION

When a teacher is required to attend a formal conference/meeting with representatives of the Administration and/or the Board regarding disciplinary action, the teacher shall have the right to have a representative of the employee's choosing present.

5.6 IEA-NEA EVENTS

Wayne City Association (WCEA) will be provided four (4) days per calendar year for its association members to attend IEA-NEA events. The cost of these trips and all substitute teacher costs will be assumed by the Wayne City Education Association.

ARTICLE VI LEAVES

6.1 SICK LEAVE

Each full-time employee shall be allotted during each school year thirteen (13) days leave without loss of pay for illness or death as defined below. An additional one (1) day per month sick leave shall be granted for each month worked beyond the nine (9) months for employees working on an extended contract. In the event an employee does not use any sick leave during a given school year, he or she shall be granted two sick days at the end of the year in which no sick leave was used. Certified staff may accrue a total of three hundred fifty (350) days.

Permissible uses for leave under this policy shall include:

1. Personal illness; mental or behavioral health complications. Illness, mental or behavioral health complications which exceeds three consecutive days shall be substantiated by a signed physician's statement upon request of the Principal or Superintendent.
2. Quarantine of household.
3. Serious illness in immediate household and immediate family, birth, adoption and placement for adoption.
4. Leave for purposes of birth, adoption, ~~or~~ placement for adoption, or the acceptance of a child in need of foster care.
5. Routine physical or dental appointments are not covered under this provision. However, appointments for immediate household members may be made after 2:00 p.m. without loss of pay if arrangements can be made with the Principal for the time off without the necessity to hire a substitute. Principals shall be the sole implementers of this section of the policy. No appeals of the Principal's decision may be made.

6.2 DEFINITION OF IMMEDIATE FAMILY

Immediate family as listed in sections three and four shall include parents, grandparents, grandparents-in-law, brothers, sisters, brother-in-law, sisters-in-law, father-in-law, mother-in-law, children, grandchildren, son-in-law, daughter-in-law, spouse, aunt, uncle, nephews and nieces.

6.3 PER DIEM DEDUCTIONS ("Dock Days")

Absences not allotted under the above regulations will result in the employee utilizing eligible personal days or having that fraction of a year deduction from retirement credit

and having 1/180th of the annual salary deducted (“docked”) for each day absent unless other specific arrangements are made with the board. Employees on extended contract shall have prorated deduction by determining actual workdays under contract as per hourly rate for time missed.

6.4 OTHER PROVISIONS

Falsification of sick leave reports will result in a written reprimand being placed in the employee's folder and result in loss of pay. Repeated offense will cause employee to be further disciplined for just and sufficient cause as listed in Section 3.6.

Suspected abuses of provisions in the sick leave shall be investigated by the Administration with the knowledge of the employee involved and the Association. Results of said investigation shall be reported to the board of education and the Association.

6.5 PERSONAL LEAVE

Personal days are defined as being days in which an employee may use for whatever purpose desired. However, the chief purpose for these days is to allow employees who must miss for illnesses, deaths, emergencies, or legal business not covered under the sick leave policy to do so without financial hardship.

Employees are entitled to three (3) personal leave days per school year subject to the following conditions:

1. These days shall be non-cumulative from one year to the next.
2. Any employee not utilizing the personal day shall be paid a per diem rate which is based upon the applicable substitute pay schedule for the given year.
3. Personal days immediately preceding or immediately following a legal or Board-declared holiday may be requested for approval provided the request is sent via email to the principals, no earlier than July 1 each year. Only two teachers may be granted approval per day with each teacher being granted one (1) day per year. If there are three or more requests received for the same day and submitted at the same time, the two teachers who may be granted approval will be selected by lottery. This portion of the policy shall not be in effect if the reason for the request is sickness, death, or emergency.
4. Personal days may be refused if adequate notice is not given to obtain a substitute or if no substitute can be found. As in item three above, this provision does not pertain to a sickness, death, or emergencies.
5. Personal days may be taken in .5 FTE or 1.0 FTE days only.

6. Days not used will be paid as a bonus at the end of the school year at the substitute rate of pay, or the days may be rolled into the sick leave cumulative total toward accrual of the maximum number of days allowed as per section 6.1 of this Contract.

If an employee uses none of the three (3) personal days during the school year, the employee shall be paid at double the substitute rate of pay. Or the employee may elect to roll the three days into the sick leave cumulative total toward accrual of the maximum number of days allowed as per section 6.1 of this Contract.

This provision shall only apply to teachers who are not eligible for the 6% retirement incentive. Those teachers shall only be allowed to roll these days into sick leave.

6.6 LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence without pay may be granted to tenured employees who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District as determined by the Board.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of instruction for students: Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

1. Written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.
2. Dates of departure and return must be acceptable to the Administration and determined prior to initiating the request.
3. Leaves of less than one (1) month, if acceptable to and approved by the Administration, will not require Board approval or three (3) months' notice.
4. Leaves may be granted for:
 - a. advanced study leading to a degree in an approved university
 - b. educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program
 - c. military service
 - d. maternity
 - e. other reasons acceptable to the Board
 - f. rehabilitation for length of accident or illness
5. Employees on such leave may continue insurance benefits if they reimburse the District for any pro rata costs of benefits for which they apply; and

6. Employees will not advance on the salary schedule while on any approved leave of absence without pay unless working at least ninety-one (91) days in any given school year in which a leave is effective.

6.7 LEAVE OF ABSENCE WITHOUT PAY – MILITARY

The contractual continued service status of a teacher is not affected because of absence while in the military service of the United States.

6.8 PARENTAL LEAVE

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

Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions shall be considered as any other medical disability and the teacher may use sick leave days to the extent available. A physical examination by a physician mutually agreed upon by the Superintendent and the teacher and at the District's expense may be required of the teacher or the teacher's spouse in order to substantiate the disability.

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

A. No Parental Leave Requested by Teacher

A teacher who has not applied for a maternity leave may continue to use sick leave benefits for maternity-based disability to the extent that sick leave is available. When a teacher exhausts available sick leave the teacher thereafter shall be docked one (1) day's pay for each day of absence due to maternity based disability. Such teachers shall be subject to all restrictions and rules under the terms of this Agreement.

B. Advanced Parental Leave Requested by Teacher

Where a teacher has applied for and has been granted parental leave to commence at some future date but who becomes maternity-based disabled prior to the date the parental leave is to commence, that teacher shall have the following options:

1. Employee may withdraw request for maternity leave in order to use sick leave for maternity-based disability in accordance with "A" above; or
2. Employee may elect to commence unpaid leave immediately following the last day of sick leave usage during the period of actual disability.

C. Maternity Leave as Scheduled

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

1. Tenured teachers who are granted maternity leave shall retain all tenure rights and seniority upon return.
2. At the conclusion of the maternity leave of absence, the teacher may be required to provide a physician's statement indicating her fitness to resume employment in the District.
3. Where a teacher opts for 2 above, the Board may, upon request and mutual agreement alter the previously agreed upon date for return from maternity leave.

Teachers who are pregnant, or with pregnant spouses, or who are involved with the adoption of a child shall be eligible for use of paid sick leave as provided under the Illinois School Code, and/or shall be eligible for use of unpaid leave as provided under the federal Family Medical Leave Act (The "FMLA") for such purposes.

6.9 TEMPORARY ILLNESS OR TEMPORARY INCAPACITY

Temporary illness or temporary incapacity is defined by the Board of Education as follows:

Any illness or other capacity of ill-being which renders a teacher physically unable to perform assigned teaching duties. During the period of disability, the teacher shall be entitled to use accumulated sick leave benefits. However, income received from other sources (teacher retirement, worker's compensation, District paid insurance programs, etc.) shall be deducted from the District's compensation liability to the teacher. When income from other than District's funds is received by the teacher due to his/her temporary disability, the District shall be only responsible for the remaining salary owed the teacher. The intent of the District is that in no case shall the teacher who is temporarily disabled receive more than 100% of his/her gross salary.

If a teacher who is temporarily disabled received no District funds, no sick leave benefits will be deducted. If a teacher who is temporarily disabled receives District funds, sick leave benefits will be deducted on a pro-rate basis.

Those insurance plans privately purchased by the employee and to which the District does not contribute, are not applicable to this policy.

After two years of temporary illness or incapacity, such disability shall be considered a permanent disability. Once the time period for temporary illness or temporary incapacity has been exhausted, the Board of Education may begin dismissal proceedings subject to

the provisions of the State Code provided that no employee may be dismissed while receiving paid sick leave benefits or a TRS-provided temporary disability benefit.

6.10 COURT/JURY DUTY

A court/jury duty leave of absence shall be granted to a teacher with no loss of pay except that a payment equal to the amount received for such court/jury duty will be made by the employee to the District.

6.11 BEREAVEMENT LEAVE

Certified staff may take up to three (3) days of paid bereavement leave per occurrence for death in the immediate family. Bereavement days are to be used or lost and used only for the immediate family as described in Article 6.2. Bereavement days will not count as either sick or personal days. Certified staff shall provide proof of obituary, if requested.

ARTICLE VII EVALUATION

7.1 EVALUATION OF EMPLOYEES IN CONTRACTUAL CONTINUED SERVICE

The employer will comply with Section 24a of the Illinois School Code. A copy of the District's evaluation plan is available in the district office upon request.

7.2 PROCEDURE FOR APPEAL PROCESS FOR AN UNSATISFACTORY FINAL SUMMATIVE RATING

Licensed staff that received a final summative rating of UNSATISFACTORY may appeal the original rating to the qualified panel of evaluators agreed upon by the WCEA and the District. This panel will consist of a Principal in the District that did not give said rating and the District Superintendent. The decision made by the qualified panel will be final.

7.3 EVALUATION COMMITTEE

The Board and the Association shall form a District Evaluation Committee composed of three (3) administrators or Board members appointed by the Board and three (3) teachers appointed by the Association President. The Committee shall meet under a mutually agreeable timetable to review the current District Evaluation Plan and make recommendations to the parties concerning employee job descriptions, standards, and criteria, instruments and procedures. Such recommendations, if any, shall be made to the Board and the Association on or before May 1 of each school year.

ARTICLE VIII PERSONNEL RECORDS

8.1 MAINTENANCE

The District shall maintain a personnel record for every current employee and former employee. The employee's personnel records shall be maintained in the District's Administrative Office and under the supervision of the Superintendent.

Pre-employment records shall be kept for a minimum of five (5) years. These records may contain such items as job applications, resumes, references and similar data.

Employment records shall be retained according to the type of information contained on the record.

A two-year minimum retention period shall be required for personal leave or leave of absence data, supervisory evaluations, disciplinary actions, as well as additional information the Administration deems to be relevant to the person's job and continued employment in the District.

A seven-year minimum retention period shall be required for retirement systems records and records required by the Internal Revenue Service.

Updated transcripts and copies of certification for employment as required by the State Board of Education shall be maintained in the personnel records for as long as the employee is actually employed by the District.

Records showing date of employment, date of termination, annual salary, accumulated sick leave, annual job classification, and promotions or demotions shall be maintained permanently. Letters of resignation shall also be a part of the permanent file.

The Superintendent shall be responsible for periodically reviewing the personnel records maintained by the District for their accuracy, timeliness and completeness. The Superintendent shall be responsible for informing applicants and employees of the types of records which are maintained about them and for developing such further procedures as may be necessary to maintain records for all employees in the District.

8.2 ACCESS

The District shall grant an employee access to his personnel records. Access to the employee's personnel records shall be according to the following guidelines:

1. The employee shall submit a written request to inspect his personnel records to the Superintendent's designee.

2. The Superintendent or the Superintendent's designee shall provide the employee the opportunity for inspection of the requested records within seven (7) working days after the request. If such a deadline cannot reasonably be met, the employer shall have an additional seven (7) days to comply.
3. The employee shall inspect the personnel record at the District's Administration Office during normal working hours or at another time mutually convenient to the employee and the Superintendent or the Superintendent's designee.
4. Inspection of personnel records shall be conducted under the supervision of a responsible staff member.
5. Neither an employee nor his designated representative shall have access to records which are treated as confidential.
6. The employee may copy material maintained in his personnel record. Payment for record copying shall be based on the District's actual costs of duplication.
7. Should the employee demonstrate his inability to inspect his personnel records in person, the District shall mail a copy of a specific record(s) upon written request with the postage paid by the employee.
8. If either the District or the employee knowingly places false information in the employee's personnel record, the employer or employee, whichever is appropriate, shall have remedy through legal action to have that information expunged.
9. Should the employee be involved in a current grievance against the District or involved in any other contemplated proceedings against the District, the employee may designate in writing a representative of employee's choosing who has the authority to inspect the personnel records under the same right as the employee.
10. The Superintendent shall review a personnel record before releasing any part of the record to a third party and notify the employee of referral.

The Superintendent shall be responsible for informing all employees about this policy and shall develop necessary procedures regarding the disclosure and access to personnel records.

ARTICLE IX
PUBLIC COMPLAINTS ABOUT PERSONNEL

9.1 PUBLIC COMPLAINTS ABOUT PERSONNEL

Although no citizen shall be denied the right to present a complaint about school personnel to the Board, resolution of such complaints will first be referred to the school Administration for study and solution.

The District places trust in its employees and desires to support their actions in such a manner that employees are freed from unnecessary, spiteful, or unjustified criticism or complaints. If feasible, the complainant shall be encouraged first to bring a complaint to the individual concerned, and then to the attention of the immediate supervisor or administrator. The individual employee involved shall be given every opportunity for explanation, comment, and presentation of the facts as he or she sees them.

If the issue is not resolved by involvement of the immediate supervisor, the complainant can refer the issue to the Superintendent for his review and decision.

If the above steps do not resolve the concern of the complainant, he/she may request in executive session of the Board for the purpose of review of the Superintendent's decision in this personnel matter. Generally, all parties involved, including the school Administration, shall be asked to attend such a meeting for purposes of presenting additional facts, making further explanations, and clarifying the issues. The Board shall conduct such meetings in a fair and just manner.

ARTICLE X REDUCTION IN FORCE

10.1 SENIORITY CREDIT - FULL-TIME SERVICE

Seniority shall be defined as continuous service dating from the employee's date of hire by Wayne City CUSD 100. (Date of hire being defined as the date the Board takes official action to employ a teacher.)

10.2 SENIORITY CREDIT - PART-TIME SERVICE

A teacher shall acquire one (1) year of seniority for each year of full-time continuous employment in the District provided he/she has been employed for ninety-one (91) days or more. Ninety (90) or less days shall equal one-half (1/2) year of seniority provided the teacher is employed forty-five (45) days or more. Less than forty-five (45) days will result in no seniority. A teacher shall not receive more than one (1) year seniority for any given school year.

Teachers who are on paid leaves of absences as included in this Agreement or as otherwise approved by the Board, shall continue to acquire seniority. Such leaves will not constitute a break in service.

Teachers who are on unpaid leaves of absences as included in this Agreement or otherwise approved by the Board will not acquire seniority during the time they are on leave. The years of experience gained prior to the leave of absence will not be removed from the employee's seniority position. A part-time teacher regularly employed with contract of specific hours not equal to full work week or a teacher who is reduced to less than full-time, either at the teacher's request or by action of the Board, shall acquire a fraction of a year's seniority according to the following:

1. More than five (5) hours daily on a regular and continual basis prior to November 1 shall receive one (1) full year of seniority credit.
2. More than three and one-half (3 1/2) hours but less than five (5) hours daily on a regular and continual basis prior to November 1 shall receive one-half (1/2) year of seniority credit.
3. If none of the above - NO CREDIT.

10.3 SENIORITY LIST

A seniority list shall be developed by the Board. The seniority list shall specify what areas or subjects a teacher is certified and qualified to teach in accordance with State Board Document No. 1 in addition to the number of years of seniority in the District.

The seniority list shall be posted by the Administration by February 1 of each school year, and teachers shall have fifteen (15) days from the date of posting to notify the Superintendent of any suspected errors in the seniority list and to provide documentation supporting same as soon as documentation becomes available. A final seniority list for the current school term containing any changes or corrections (if any) shall be posted by the Superintendent not later than February 15. The Board shall bear the expense for all credential evaluations requested by the Board to be made of any institution or agency.

10.4 TIE BREAKER

When there is a need for a seniority tie breaker, the teacher's horizontal placement on the salary schedule will control (those with the greater number of post-graduate hours are most senior). If a second tie breaker is needed, the greater amount of total teaching experience will control (i.e., the teacher with the greater amount of total teaching experience is the more senior).

10.5 RECALL

The Board shall comply with Sections 24-11 and 24-12 of The Illinois School Code with respect to the recall pool.

10.6 RECALL NOTICE AND RESPONSE

It shall be the responsibility of each teacher subject to recall to apprise the Board in writing of said teacher's mailing address at the time of layoff and of each mailing address change during the recall period. The Board's obligation to recall shall be met where it sends by certified mail an offer of recall to a teacher on layoff, posted to the teacher at the last mailing address the teacher has provided the Board. The teacher shall have fifteen (15) days from the postmark date on the recall offer to respond to such offer. If the Board does not receive such response before the fifteen (15) day period has elapsed, the teacher will be presumed to have rejected the offer.

Any Board offer of a position to a teacher on layoff and subject to recall, rejected by the teacher, will discharge all Board obligations to the teacher to offer future recalls from the layoff with the exception that a teacher may decline an offer for a position which is less than full-time without jeopardizing their recall rights.

10.7 CREATING POSITION/REALIGNING COURSES

The Board agrees not to create a position or realign courses in a position for the purpose of reducing a more senior teacher.

10.8 OPPORTUNITY FOR OTHER AVAILABLE POSITIONS

Staff members whose employment are eliminated shall at that time be provided an opportunity to accept other available positions for which they are qualified. If the staff

member is tenured, the teacher shall be provided the option of accepting a position held in whole or part by less senior or non-tenured staff.

ARTICLE XI ASSIGNMENTS AND TRANSFERS

11.1 CRITERIA

Staff members are employed by and for the District. Assignment of staff members to specific schools and positions is the responsibility of the Superintendent, subject to the approval of the Board. The Superintendent will consider the following in assignments and transfers: certification, seniority, qualifications and employee preference. In consideration of the needs and of the best interest of the District, the Superintendent may transfer a staff member to a different assignment. Prior to the transfer of any staff member, the Superintendent shall have a conference with the staff member involved.

11.2 STAFF REQUEST ASSIGNMENT CHANGE

Staff members may request changes of assignment. These written requests will be reviewed and evaluated by the Superintendent who will make the decision based upon the best interests of the District.

11.3 VACANCIES IN NEW OR EXISTING POSITIONS

In the case of vacancies in new or existing positions, any qualified internal applicant shall be entitled to an interview for the position and such application/applicants shall be given consideration.

ARTICLE XII COMPENSATION

12.1 SALARY SCHEDULES

A salary and extra-duty schedule are included as Attachment “A,” which is a part of this Agreement.

12.2 SALARY SCHEDULE ADVANCEMENT

In any given year, regular, full-time certificated staff shall be eligible for vertical step advancement on the salary schedule only after having completed ninety-one (91) days of active teaching service in the District.

12.3 CREDIT FOR YEARS TEACHING

All professional certified employees within the School District shall be allotted one (1) year teaching experience for advancement on the salary schedule for each year of teaching within the District if said teacher has taught a minimum of ninety-one (91) days on a typical one hundred eighty (180) day calendar.

Professional certified employees who resign or who are terminated for any reason shall be entitled to full experience for local teaching if they are re-employed within two (2) years of the effective date of said resignation or termination. Those re-employed after two (2) years have lapsed will be subject to the same criteria as experienced professional certified employees hired out-of-District.

Out-of-District employees shall be allotted full credit for their public school teaching experience up to three (3) years. Experience more than three (3) years may be negotiated with the Superintendent up to the tenth step on the salary schedule. The Board shall retain the right to allow full teaching credit for out-of-District public teaching experience.

12.4 GRADUATE HOUR CREDIT

Teachers who earn graduate hour credit may be advanced on the salary schedule provided the following requirements have been met:

1. The teacher shall be registered in an approved advanced degree program from an accredited university, (or)
2. The teacher shall present a request for course subject approval to the Superintendent in advance. The Superintendent may accept or reject the course based on its pertinence to the area of Education or as the course relates to subject(s) taught.
3. Once advance approval for the course is given and the course is taken, the following conditions must be met prior to the teacher receiving the appropriate salary schedule placement.
 - All hours must be earned at an accredited university.

- Satisfactory completion of the course must be demonstrated.
- An official transcript from the university demonstrating successful completion must be on file in the District's Administrative Office no later than September 1st or acceptable evidence from the university.

Teachers shall be advanced to the appropriate earned step on the salary schedule only at the beginning of the academic year.

Teachers earning approved credit from an accredited university shall be reimbursed at the rate of \$150.00 per hour subject to the following conditions.

- A limit of twelve (12) semester credit hours during a period from September 1 through August 31 of the following year.
- Courses must have the prior approval of the Superintendent.
- Payment shall be made following submission or evidence of successful completion of the course work.

12.5 PAY DATES

Paychecks shall be issued on the 15th and 30th days of each month.

12.6 TRAVEL COMPENSATION

The Board of Education shall pay for required transportation by employees in the performance of their duties". The mileage rate shall be the then current approved Internal Revenue Service mileage rate. Required mileage within the boundaries of the Wayne City Unit School District shall be defined as: Mileage traveled within the performance of the regular school day job responsibilities from the initial school site reported to each morning to any point in the Unit District after reporting to that initial site regardless of a person's place of residence. The amount shall always be the greater of the distance between the two job sites or the total extra mileage accrued by the employee from traveling to multiple sites as compared to amount of mileage accrued if the employee reports to one site and then directly back to his residence.

12.7 SHELTERED TEACHER RETIREMENT CONTRIBUTION

- The salary without TRS shall be multiplied by .098901 to determine the TRS payment due. Adding salary without TRS to TRS payment shall equal creditable earnings. The TRS remission shall be tax sheltered in conformity with IRS Tax Code Section 414(h)(2) and tax rulings 81-35 and 81-36.
- The Board of Education will comply with statute on THIS (Teacher Health Insurance System.)

Beginning with the 2023-2024 school year, the Board of Education shall pay the Teachers' Retirement System contribution for each teacher in full. Currently, in the amount of 9.8901% in addition to the amounts shown in the salary schedule and extra duty schedule. The TRS payment shall be tax sheltered pursuant to IRS tax opinions 81-35 and 81-36 and Internal Revenue Code section 414 h (2).

Should any of the above be declared improper by an I.R.S. ruling or opinion, that portion thereof shall be deleted from this policy to the extent that it violates the ruling or opinion.

Teachers' salaries shall be reported to the community as "Wayne City Unit #100 Schools Teachers' Salaries."

The salary reported is then reduced by the appropriate amount to be sheltered for teachers' retirement. The resulting salary represents the teachers' taxable income.

12.8 INSURANCE BENEFITS

The Board will pay \$620 toward a single member insurance premium. The Board shall have the authority to bid health insurance and or contract to change the health insurance carrier during the life of the contract so long as the benefits in any successor plan remain similar to those in the old plan. The intent of the foregoing is to provide the board with maximum flexibility to control cost without harming its employees who are covered by the plan in doing so.

Two (2) District employees who are married to each other may combine their contractual Board insurance payments (premium amount provided for in this Section 12.8) to completely or partially offset the cost of family insurance for the couple (and perhaps, their dependents). If the combined Board insurance payments do not fully pay the cost of family insurance, any premium amount needed to fully fund family insurance shall be deducted from the salary of one or both employees at the option of the Board.

A. Joint Insurance Committee

A joint insurance committee comprised of two (2) certified teachers appointed by the President of the WCEA, two (2) non-certified staff members, two (2) administrators, and one (1) Board member selected by the Board. The committee shall be charged with making recommendations for the selection of insurance benefits and the carrier, as well as other recommendations regarding any savings. Also, these members of the committee will be responsible for sharing all information regarding the plan; the appointed administrator will be charged with making sure each insurance committee member receives benefit-related information from the selected provider. Significant findings, changes, and/or related information from the selected provider. Significant findings, changes, and/or recommendations shall be reported to the School Board and the WCEA membership.

The Board, upon recommendation of the Insurance Committee, shall have the authority to bid health insurance and or contract to change the health insurance

carrier during the life of the Agreement so long as the benefits in any successor plan remain similar to those in the old plan. The intent of the foregoing is to provide the Board with maximum flexibility to control cost without harming its employees who are covered by the plan in doing so.

12.9 BONUS FOR UNUSED SICK LEAVE

In consideration for employee attendance the District shall pay a bonus at the end of the school year at a rate of \$35 for any unused sick leave in excess of three hundred forty (340) accumulated sick days.

An employee shall not be eligible to receive a bonus under this provision if he/she has submitted a retirement letter, and is receiving an annual increase in creditable earnings of 6% over the creditable earnings for the prior year, pursuant to Article XIII of this Contract.

ARTICLE XIII SEVERANCE AND RETIREMENT

13.1 RESIGNATIONS AND RETIREMENT

Tenure teachers may terminate their service for the following school term by written notice sent to the Board at least sixty (60) days before the beginning of the school term. Other than during the period described above, tenured teachers may terminate their service only by agreement of the Board and the teacher.

Probationary teachers under contract may terminate their service during the period of the contract only by agreement of the Board and the teacher.

In general, staff retirements shall be submitted and accepted to be effective at the close of a school year. In order to receive a maximum retirement benefits, staff members contemplating retirement should make their intentions known as early as possible so that the Administration can provide assistance in processing the necessary forms and making the proper arrangement.

An employee leaving the District of his/her own volition shall submit to the Superintendent a letter of retirement or resignation.

13.2 RETIREMENT SYSTEM AND BENEFITS

In general, staff retirements shall be submitted and accepted to be effective at the close of a school year. In order to receive maximum retirement benefits, staff members contemplating retirement should make their intentions known as early as possible so that the Administration can provide assistance in processing the necessary forms and making the proper arrangements.

13.3 TRS RETIREMENT OPTIONS

The Board shall comply with all then current Teacher Retirement System retirement options and make such options available to teaching employees to the extent such employees are eligible.

13.4 RETIREMENT INCENTIVE

The Board shall recognize the service of full-time teachers who have rendered at least fifteen (15) years of creditable service to District #100 immediately preceding retirement, and who are eligible to receive regular retirement pension benefits through the Teacher Retirement System of the State of Illinois.

A. Retirement Plan

An eligible Teacher may access any one of the following four (4) plans. Accessing one (1) plan will preclude access to any of the other three (3) plans.

1. To be eligible the Teacher:
 - a. Must be at least sixty (60) years of age at the time of retirement; or
 - b. Must be at least fifty-five (55) years of age by December 31 of the year of retirement, with thirty-five (35) years of service with the Illinois Teacher Retirement System; and
 - c. Must have served satisfactorily in the District for a minimum of fifteen (15) full time years immediately preceding his or her retirement.
2. Nonexempt TRS creditable compensation (earnings) is defined by TRS rules and regulations.
3. Eligibility requirements are for the year retirement becomes effective NOT the year the irrevocable letter of retirement is submitted.

Plans

One-Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1 stating that he/she shall retire at the end of the next school year, the Teacher will be removed from the salary schedule and for the final year of employment the Teacher's nonexempt TRS creditable earning shall be increased by six percent 6% over the Teacher's nonexempt TRS creditable earnings for the prior year of employment.

Two-Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1 two (2) years prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final two (2) years of employment the Teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the Teacher's nonexempt TRS creditable earnings for the prior years of employment respectively.

Three-Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1 three (3) years prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final three (3) years of employment the Teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the Teacher's nonexempt TRS creditable earnings for the prior years of employment respectively.

Four-Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1 four (4) years prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final four (4) years of employment the Teacher's nonexempt TRS creditable earnings shall be increased by six percent 6% over the Teacher's nonexempt TRS creditable earnings for the prior years of employment respectively.

B. Miscellaneous:

1. Once a retirement letter is submitted, the Teacher will not be assigned an additional extra duty not currently being performed without the consent of the Teacher.
2. If after submitting an irrevocable letter of retirement, the Teacher resigns from or is removed from duties for which the Teacher was compensated the previous year (i.e., Additional Pay Schedule), the Teacher's nonexempt TRS creditable earning will be adjusted accordingly.
3. The Board, in its sole discretion, may allow the Teacher to rescind his/her letter of retirement because of serious illness or life changing circumstances, provided the Teacher returns to the Board any nonexempt TRS creditable earnings paid to the Teacher in excess of the amount the Teacher would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.
4. A teacher's proper and complete election and notification under the foregoing retirement incentive shall constitute a contract between the teacher and the Board. Any teacher who follows the procedures to elect retirement under this retirement incentive during the term of the collective bargaining agreement shall be vested in their chosen retirement incentive, even if the retirement incentive period goes beyond the term of the collective bargaining agreement. However, in the event that there is a change in law that would implicate the retirement incentive, and there is no "grandfather" clause in the new law that protects then-current collective bargaining provisions, only those teachers who have submitted a proper and

complete election and notification prior to the change in law shall be considered vested in their chosen retirement incentive, and then only to the extent permissible by law that will not cause a penalty or additional assessment to the teacher or the District.

Status quo in the event of a change in the law or a rules change or interpretation by TRS subsequent to the incorporation of this provision into any Agreement shall be full compliance with this retirement incentive to the extent possible without penalty or additional cost to the District. Under no circumstances shall status quo be interpreted to require the District or any teacher to incur any assessment or penalty not contemplated by the parties at the time this provision was bargained.

This provision is tentatively agreed to and ratified with the understanding that it will be submitted to TRS for review to obtain reasonable assurance from TRS that the District will incur no penalties or additional assessments resulting from it, and that it is not otherwise problematic to TRS. If TRS should have objections or advises that the District will incur penalties by reason of this paragraph, then before this provision becomes effective it shall be revised through the negotiation process as necessary based upon findings from TRS and resubmitted and revised until reasonable assurance from TRS is obtained.

ARTICLE XIV EFFECT OF AGREEMENT

14.1 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 written mutual consent of the parties. Board policies shall not be contrary to or inconsistent with this Agreement.

14.2 PRINTING/DISTRIBUTION OF CONTRACT

The Board shall cause to be shared electronically with the Association, within a reasonable time after its ratification by the parties, copies of this Agreement for distribution to all teachers covered by the Agreement.

14.3 SAVINGS CLAUSE

Should any part of this Agreement be declared illegal by a court of law, then that item shall be deleted from this Agreement to the extent that it violates the law. All the remainder of this Agreement shall remain in full force and effect.

14.4 NO STRIKE CLAUSE

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association, accordingly, agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike against the Employer, as defined by the Illinois Educational Labor Relations Act.

14.5 DURATION

The terms and conditions of this Agreement shall be effective on the first day of the 2024-2025 school term and shall continue in effect until the first school attendance day of the 2026-2027 school year.

14.6 ASSOCIATION RESPONSIBILITIES

The Association agrees to actively work with the Administration to ensure that the bargaining unit members are aware of contractual responsibilities herein and will seek to assure that every member abides by the Agreement as adopted.

14.7 WAIVER OF ADDITIONAL BARGAINING

The parties acknowledge that during the negotiations which results in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice or custom to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to, or covered in this Agreement or with respect to any subject or matter specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

This Agreement was ratified by the Association on the 11th day of April, 2024 and approved by the Board of Education the 18th day of April, 2024.

**For the Board of Education
Wayne City CUSD No. 100**

**For Wayne City Education
Association - IEA-NEA**

President

President

Secretary

Secretary

and signed this _____ day of _____.

APPENDIX A

Step	Year 1 24-25 (Board paid TRS) Multiply each cell by 1.098901 to find creditable earnings						
	BS	BS + 8	BS + 16	BS + 24	MS	MS + 16	MS + 32
0	\$42,905	\$43,868	\$44,324	\$44,535	\$44,735	\$45,018	\$45,597
1	\$44,670	\$45,653	\$46,109	\$46,320	\$46,520	\$46,803	\$47,382
2	\$46,455	\$47,438	\$47,894	\$48,105	\$48,305	\$48,588	\$49,167
3	\$47,403	\$48,739	\$48,997	\$49,291	\$49,555	\$49,889	\$50,391
4	\$48,969	\$49,970	\$50,351	\$50,555	\$50,855	\$51,155	\$51,676
5	\$50,298	\$51,119	\$51,344	\$51,700	\$52,105	\$52,465	\$52,917
6	\$51,455	\$52,233	\$52,325	\$52,855	\$53,345	\$53,710	\$54,391
7	\$52,457	\$53,236	\$53,437	\$53,878	\$54,375	\$55,142	\$55,852
8	\$53,550	\$54,250	\$54,441	\$54,950	\$55,386	\$56,527	\$57,264
9	\$54,550	\$55,275	\$55,500	\$56,025	\$56,586	\$57,790	\$58,553
10	\$55,550	\$56,300	\$56,550	\$57,100	\$57,786	\$59,005	\$59,873
11	\$56,550	\$57,325	\$57,600	\$58,175	\$58,986	\$60,220	\$61,013
12	\$57,550	\$58,175	\$58,500	\$59,125	\$59,986	\$61,270	\$62,113
13	\$58,350	\$59,025	\$59,400	\$60,075	\$60,986	\$62,320	\$63,213
14	\$59,150	\$59,875	\$60,300	\$61,025	\$61,986	\$63,370	\$64,313
15	\$59,950	\$60,725	\$61,200	\$61,975	\$62,986	\$64,420	\$65,413
16	\$60,750	\$61,575	\$62,100	\$62,925	\$63,986	\$65,470	\$66,513
17	\$61,550	\$62,425	\$63,000	\$63,875	\$65,986	\$67,470	\$68,513
18	\$62,350	\$63,275	\$63,900	\$64,825	\$66,986	\$68,970	\$70,013
19	\$63,150	\$64,125	\$64,800	\$65,775	\$67,986	\$70,020	\$71,113
20	\$63,950	\$64,975	\$65,700	\$66,725	\$68,986	\$71,070	\$72,213
21	\$64,750	\$65,825	\$66,600	\$67,675	\$69,986	\$72,120	\$73,313
22	\$65,550	\$66,675	\$67,500	\$68,625	\$70,986	\$73,170	\$74,413
23	\$66,350	\$67,525	\$68,400	\$69,575	\$71,986	\$74,220	\$75,513

Longevity Bonus Teachers off the Salary Schedule will receive a longevity bonus of \$500 per year of service beyond the last year on the Schedule.

		Year 2		25-26		(Board paid TRS)	
Multiply each cell by 1.098901 to find creditable earnings							
Step	BS	BS + 8	BS + 16	BS + 24	MS	MS + 16	MS + 32
0	\$44,155	\$45,118	\$45,574	\$45,785	\$45,985	\$46,268	\$46,847
1	\$45,920	\$46,903	\$47,359	\$47,570	\$47,770	\$48,053	\$48,632
2	\$47,705	\$48,688	\$49,144	\$49,355	\$49,555	\$49,838	\$50,417
3	\$48,653	\$49,989	\$50,247	\$50,541	\$50,805	\$51,139	\$51,641
4	\$50,219	\$51,220	\$51,601	\$51,805	\$52,105	\$52,405	\$52,926
5	\$51,548	\$52,369	\$52,594	\$52,950	\$53,355	\$53,715	\$54,167
6	\$52,705	\$53,483	\$53,575	\$54,105	\$54,595	\$54,960	\$55,641
7	\$53,707	\$54,486	\$54,687	\$55,128	\$55,625	\$56,392	\$57,102
8	\$54,800	\$55,500	\$55,691	\$56,200	\$56,636	\$57,777	\$58,514
9	\$55,800	\$56,525	\$56,750	\$57,275	\$57,836	\$59,040	\$59,803
10	\$56,800	\$57,550	\$57,800	\$58,350	\$59,036	\$60,255	\$61,123
11	\$57,800	\$58,575	\$58,850	\$59,425	\$60,236	\$61,470	\$62,263
12	\$58,800	\$59,425	\$59,750	\$60,375	\$61,236	\$62,520	\$63,363
13	\$59,600	\$60,275	\$60,650	\$61,325	\$62,236	\$63,570	\$64,463
14	\$60,400	\$61,125	\$61,550	\$62,275	\$63,236	\$64,620	\$65,563
15	\$61,200	\$61,975	\$62,450	\$63,225	\$64,236	\$65,670	\$66,663
16	\$62,000	\$62,825	\$63,350	\$64,175	\$65,236	\$66,720	\$67,763
17	\$62,800	\$63,675	\$64,250	\$65,125	\$67,236	\$68,720	\$69,763
18	\$63,600	\$64,525	\$65,150	\$66,075	\$68,236	\$70,220	\$71,263
19	\$64,400	\$65,375	\$66,050	\$67,025	\$69,236	\$71,270	\$72,363
20	\$65,200	\$66,225	\$66,950	\$67,975	\$70,236	\$72,320	\$73,463
21	\$66,000	\$67,075	\$67,850	\$68,925	\$71,236	\$73,370	\$74,563
22	\$66,800	\$67,925	\$68,750	\$69,875	\$72,236	\$74,420	\$75,663
23	\$67,600	\$68,775	\$69,650	\$70,825	\$73,236	\$75,470	\$76,763

Longevity Bonus Teachers off the Salary Schedule will receive a longevity bonus of \$500 per year of service beyond the last year on the Schedule.

APPENDIX B

SPORTS OFFERINGS IN WAYNE CITY UNIT 100

Wayne City Unit 100 School District shall develop teams in the following sports. Each team shall have a coach *assigned to it.

Wayne City Grade School

Boys' Baseball

Boys' Varsity Basketball

Boys' Jr. Varsity Basketball

ATHLETIC DIRECTOR**

Coed 5th-6th Grade Basketball

Intramurals

Boys' Track

Girls' Softball

Girls' Varsity Basketball

Girls' Jr. Varsity Basketball

Girls' Volleyball

Girls' Track

Cheerleading (2 squads)

Golf

Wayne City High School

Boys' Baseball

Boys' Varsity Basketball

Boys' Jr. Varsity Basketball

Coed 5th-8th Grade Basketball

ATHLETIC DIRECTOR**

Boys' Track

Boys' Track

Cross Country

Girls' Softball

Girls' Basketball

Girls' Jr. Varsity Basketball

Girls' Volleyball

Girls' Jr. Varsity Volleyball

Girls' Track

Cheerleading (2 squads)

REIMBURSEMENTS

In return for coaching and sponsorship for the sports offerings as listed above, the Board shall agree to provide reimbursement in the amount equal 1.00 of the existing base salary (B.S.+0) at the high school and .75 of the existing base salary for the grade school.

Coaches, cheerleader sponsors, and Principals shall jointly determine salaries for the individual sponsorships.

Additions/deletions of sports - The above listing are the sports covered under this Contract. However, nothing contained within this Agreement shall prohibit the Board from adding or deleting sports as they deem necessary and proper.

If a sport is dropped, the dollar amount that was paid to sponsor that sport when it was last offered shall be subtracted from the total amount of funds available under the Contract. The remaining funds will then be distributed to all coaches and sponsors for the activities still being offered.

If a sport is added, the coach or sponsor and the Administration shall agree to an amount for that sport. Upon approval of the Board that amount shall be paid for that sport for the duration of the contract period. However, the paid amount for the sport added shall not be taken from the funds available under this section of the Contract.

At the end of the collective period, the sports to be offered and the amount to be paid for these sports shall be reviewed and revised by the Administration and coaching staff. A recommendation shall then be submitted to the negotiating teams for inclusion in the next Agreement.

Amounts to be paid for individual sports covered under this Agreement shall be determined by the Administration only after consultation and input from the coaching staff.

** Funds for the athletic director must be from the funds allotted.

* A coach may accept assignments for more than one team.

HIGH SCHOOL ATHLETIC SALARIES & ASSIGNMENTS

<u>Year</u>	<u>Base Creditable Earnings</u>	<u>Level</u>
2024-2025	\$42,905.00	High School
\$4,376.31	10.2%	Athletic Director
\$2,359.78	5.5%	Boys' Baseball Spring
\$1,544.58	3.6%	Boys' Baseball Fall
\$5,320.22	12.4%	Boys' Varsity Basketball
\$3,432.40	8.0%	Boys' JV Basketball
\$2,231.06	5.2%	Boys' Freshmen Basketball
\$2,231.06	5.2%	Track or Cross Country
\$5,320.22	12.4%	Girls' Basketball
\$3,432.40	8.0%	Girls' JV Basketball
\$2,359.78	5.5%	Girls' Head Softball
\$1,544.58	3.6%	Girls' Asst. Softball
\$3,861.45	9.0%	Girls' Head Volleyball
\$2,231.06	5.2%	Girls' Asst. Volleyball
\$2,660.11	6.2%	Cheerleading
\$42,905.01	100.0%	

GRADE SCHOOL ATHLETIC SALARIES & ASSIGNMENTS

<u>Year</u>	<u>75% of Base Creditable Earnings</u>	<u>Level</u>
2024-2025	\$32,179	Grade School
\$2,735.22	8.5%	Athletic Director
\$2,413.43	7.5%	Boys' Baseball
\$4,859.03	15.1%	Boys' Varsity Basketball
\$3,410.97	10.6%	Boys' JV Basketball (7th grade)
\$2,413.43	7.5%	Girls' Softball (Fall sport)
\$4,183.27	13.0%	Girls' Varsity Basketball
\$2,059.46	6.4%	Girls' JV Basketball
\$2,188.17	6.8%	Girls' Volleyball
\$1,061.91	3.3%	Girls' JV Volleyball
\$1,930.74	6.0%	Fall Cross Country (Boys & Girls)
\$1,930.74	6.0%	Spring Track (Boys & Girls)
\$1,029.73	3.2%	Asst. Track
\$1,962.92	6.1%	Cheerleading
\$32,179.02	100.0%	

TRS will be paid by the board in addition to the salaries.
Salary plus TRS will equal creditable earnings.

High School Athletic Salaries and Assignments

<u>Year</u>	<u>Base Creditable Earnings</u>	<u>Level</u>
2025-2026	\$44,155	High School
\$4,503.81	10.2%	Athletic Director
\$2,428.53	5.5%	Boys' Baseball Spring
\$1,589.58	3.6%	Boys' Baseball Fall
\$5,475.22	12.4%	Boys' Varsity Basketball
\$3,532.40	8.0%	Boys' JV Basketball
\$2,296.06	5.2%	Boys' Freshmen Basketball
\$2,296.06	5.2%	Track or Cross Country
\$5,475.22	12.4%	Girls' Basketball
\$3,532.40	8.0%	Girls' JV Basketball
\$2,428.53	5.5%	Girls' Head Softball
\$1,589.58	3.6%	Girls' Asst. Softball
\$3,973.95	9.0%	Girls' Head Volleyball
\$2,296.06	5.2%	Girls' Asst. Volleyball
\$2,737.61	6.2%	Cheerleading
\$44,155.01	100.0%	

Grade School Athletic Salaries and Assignments

<u>Year</u>	<u>75% of Base Creditable Earnings</u>	<u>Level</u>
2025-2026	\$33,116.25	Grade School
\$2,814.88	8.5%	Athletic Director
\$2,483.72	7.5%	Boys' Baseball
\$5,000.55	15.1%	Boys' Varsity Basketball
\$3,510.32	10.6%	Boys' JV Basketball (7th grade)
\$2,483.72	7.5%	Girls' Softball (Fall sport)
\$4,305.11	13.0%	Girls' Varsity Basketball
\$2,119.44	6.4%	Girls' JV Basketball
\$2,251.91	6.8%	Girls' Volleyball
\$1,092.84	3.3%	Girls' JV Volleyball
\$1,986.98	6.0%	Fall Cross Country (Boys & Girls)
\$1,986.98	6.0%	Spring Track (Boys & Girls)
\$1,059.72	3.2%	Asst. Track
\$2,020.09	6.1%	Cheerleading
\$33,116.26	100.0%	

TRS will be paid by the board in addition to the salaries.
Salary plus TRS will equal creditable earnings.

**APPENDIX C
EXTRA- CURRICULAR ASSIGNMENTS
2024-2026**

Class Sponsors

Class sponsor	\$150
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School Activities - GS

GS Beta Club Sponsor	\$600
GS Scholastic Bowl Sponsor	\$300

School Activities - HS

HS Beta Club Sponsor	\$1,000
HS Scholastic Bowl Sponsor	\$1,000
HS Yearbook Staff Sponsor	\$1,000
Prom Sponsor	\$500
HS FCCLA Sponsor	\$1,000
HS Drama	\$500
HS Student Council	\$500
FFA Sponsor	\$1,000
Music	\$1,000

Other

Special Education Coordinator	\$1,000
Tutoring	\$25.00/hr
Teacher Mentor	\$25.00/hr
Noon Hour Supervisor	\$25.00/hr
Special Olympics Sponsor	\$600
Administrative Athletic Supervisor (Type 75 or Principal Endorsement)	\$75.00/day