

# Negotiations Agreement

between

The Board of Education of  
River Trails School District 26

and

The River Trails Education  
Association

2018-2022

River Trails School District 26  
1900 Kensington Road Mt. Prospect, IL 60056

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## **Article I - Collective Bargaining Framework**

### **A. Parties to the Agreement**

This Agreement is made and entered into this 15th day of May, 2018, effective the first day of July, 2018, by and between the Board of Education of District 26, Cook County, State of Illinois (hereinafter referred to as the “Board”), and the River Trails Education Association (hereinafter referred to as the “Association” or “RTEA”).

### **B. Preamble and Purpose**

The *Illinois Educational Labor Relations Act* (IELRA) recognizes the attainment of educational objectives is a joint responsibility and requires mutual understanding and cooperation of the Board, the Administration and the Association. In an effort to promote orderly and constructive relationships between educational employers and employees, the IELRA has established a framework for collective bargaining.

The Board and the Association have the authority and duty to bargain collectively with respect to wages and other terms and conditions of employment as specified by the IELRA. Curriculum and other instructional issues, as well as the employment and promotion of personnel are excluded as negotiable items.

To foster a harmonious relationship that best serves the public interest, the Board and the Association shall engage in meaningful, good faith negotiations. “Good faith” is defined as the mutual responsibility of the Board and Association to deal with each other openly and fairly and to sincerely endeavor to reach agreement on items subject to negotiation by this Agreement.

This Agreement is further established to resolve any problems that arise, thus promoting better relations between the Board and the Association, and contributing to a more positive educational climate for the benefit of the students and the community.

### **C. Recognition as Exclusive Bargaining Agent**

The Board recognizes the Association as the exclusive and sole negotiating agent. The Board shall not negotiate with any employee organization other than the Association for the duration of this Agreement. Any challenge to the Association as the sole and exclusive negotiating agent shall be made in accordance with IELRA provisions.

Unless otherwise allowed by this Agreement, the Board shall not negotiate with any employee individually on matters set forth in this Agreement. It is recognized, however, this Agreement in no way prohibits individual employees from petitioning the Board and administration on matters of concern to them as employees and individuals. Likewise, the Board and administration retain the right to discuss with individual employees district matters relating to the educational program beyond the scope of this Agreement.

#### **D. Bargaining Unit Composition**

In accordance with the recognition petition filed with the Illinois Educational Labor Relations Board (IELRB), the bargaining unit shall include all employees except the following: bus drivers, administrators, or any supervisory, confidential or managerial employees as defined by the IELRA.

#### **E. Effect of Agreement**

1. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and Association.
2. If any part of this Agreement is declared illegal by a court of competent jurisdiction, that part shall be automatically deleted from this Agreement. Upon request of either party, within sixty (60) days of any such declaration of illegality, the Board and Association shall meet to renegotiate any terms and conditions affected.
3. Any adopted policy of the Board that is in conflict with the provisions of this Agreement shall be amended or deleted by the Board so as to bring the specific policy into compliance with the Agreement.
4. This Agreement may be altered, changed, added to, deleted from, or modified through the voluntary, mutual consent of the Board and Association. Any such amending of the Agreement shall be reflected in a written and signed letter of understanding.
5. The Board and Association agree to negotiate or automatically incorporate any changes in terms and conditions of employment due to changes in state or federal laws.

## **Article II - Negotiations Procedures**

### **A. Joint Responsibilities and Commitments**

1. Neither the Board nor the Association shall discourage, deprive or coerce any bargaining unit member from the lawful use of rights granted by state and federal laws. Any violation may be taken directly to the Superintendent with a copy of the alleged violation sent to the Board and Association.
2. The Association will not encourage, support or engage in any strike, slowdown or other concerted refusal to render uninterrupted services to the district except as permitted under the IELRA.
3. The Board and Association will not discriminate against any bargaining unit member because of membership in the Association, participation in negotiations with the Board, or the institution of grievances under this Agreement.
4. The Board and Association agree the provisions of this Agreement shall not be applied in a manner that is arbitrary, capricious or discriminatory.

### **B. Notification of Intent to Bargain**

The Board or Association shall notify the other party of its intent to commence bargaining for a successor agreement no later than March 1, unless otherwise mutually agreed.

### **C. Negotiations Representatives**

1. It is understood all negotiations are to be conducted between designated representatives of the Board and Association. Each party shall select its own negotiations representatives from its respective constituents.
2. The Board and Association shall confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations and to reach a tentative Agreement which shall be presented to the Board and Association respectively for ratification.

### **D. Negotiations Process**

Unless otherwise agreed by mutual consent, within ten (10) days of receipt of a notification of intent to bargain a successor Agreement, representatives of the Board and Association shall meet to determine the negotiations format to be utilized. Options shall include, but not be limited to, positional or interest-based approaches.

Actual bargaining shall commence within thirty (30) days of the notification of intent. This timeline may be extended by mutual consent of the parties.

## **E. Impasse Resolution**

### **1. Declaration of Impasse**

When the Board and Association have discussed all items not agreed upon and believe further negotiation procedures would be inadequate, impasse may be declared by either party by written notice to the other party.

### **2. Request for Mediator**

Upon receipt of such notice, the presidents of both parties shall immediately execute and mail a joint letter to the Federal Mediation and Conciliation Service (FMCS) requesting mediation. If the FMCS is not available, the Illinois Educational Labor Relations Board (IELRB) or, if it is not available, another mutually agreeable mediation service shall be used.

### **3. Mediation Process**

The mediator shall meet with the parties or their representatives, or both, either jointly or separately, and shall take such steps as deemed appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not make findings of fact. The mediator shall make no report to the public. If the mediator's efforts to bring about an agreement are unsuccessful, the parties may jointly decide to enlist the assistance of another third party.

### **4. Selection of Fact-finder**

If the services of a fact-finder are mutually agreed upon, the following steps shall be taken:

- a. A list of five (5) fact-finders shall be secured from the AAA, provided that such list shall not include a resident of the district.
- b. Selection of the fact-finder shall be made by the parties from the list supplied as determined above. Final selection of the fact-finder shall be made by the parties alternately striking a name from the list until one-name remains, and this person shall serve as fact-finder. The party that shall make the first deletion shall be determined by chance.
- c. If the final fact-finder named is unable to serve, another list of five (5) fact-finders shall be secured from AAA, and the selection process shall be repeated until a fact finder who is able to serve is secured.

- d. The fact-finder shall, within ten (10) days after being selected, hold hearings, make investigations, and take such other steps as deemed appropriate. The Board and Association shall furnish the fact-finder, upon request, all information covered by this Agreement and at issue before the fact-finder.
  - e. When a dispute is not settled, the fact-finder shall within thirty (30) days after being selected make findings of fact and recommend terms of settlement. Such terms shall be advisory only. Any findings of fact and recommended terms of settlement shall be submitted in writing to the parties.
  - f. Within ten (10) days from receipt of the written report, each party must notify the fact-finder, in writing, of its decision to accept or to reject the report of the fact-finder. If the written report is not accepted, the reasons for non-acceptance must be included in the response.
  - g. If no agreement is reached within ten (10) days from receipt of the written report, the responses shall be added to the written report, and copies shall be released to the public by the fact-finder.
5. Costs for Consultants Costs for consultants chosen by either party shall be paid by the party. The costs for the mediator/arbitrator or the fact-finder shall be shared equally by the Board and Association.
6. Final Agreement/Ratification When the Association and Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval. Items ratified and approved by both parties shall become part of the Agreement.
7. Printing and Distribution of Agreement Within thirty (30) days after the Agreement is signed, copies shall be posted on Association and district web sites in secure locations and printed at Board expense and presented to the Association for distribution to bargaining unit members upon request.

## **Article III - Grievance Procedure**

*The Board and Association recognize the static terms of this Agreement are likely to be tested by the fluidity of a dynamic workplace. The parties value such tension and affirm the following grievance process as a viable, non-controversial dispute resolution vehicle that ultimately strengthens this Agreement and working relationships within the District. (Note: The italicized copy is not subject to the grievance procedure.)*

### **A. Grievance Definition**

A grievance is a complaint by an employee or the Association that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

### **B. Statement of Basic Principles**

1. The Board, administration, and Association shall cooperate in the investigation of any grievance and shall furnish requested information on a timely basis.
2. Each party shall have the right to include such representatives, as it deems necessary to develop facts pertinent to the grievance.
3. Each employee shall have the right to file grievances in accordance with these procedures.
4. Each employee shall have the right to be represented by the Association or by legal counsel. No employee shall be required to discuss any grievance if the employee's representative has not been given a reasonable opportunity to be present.
5. Nothing in this article shall be construed as limiting the right of an employee to discuss a problem with his/her supervisor or the administration without Association intervention. The goal of the grievance process is to resolve conflict at the earliest stages of the procedure.
6. The Board acknowledges the right of Association grievance representatives to participate in any formal step of the grievance process, as the ultimate decision to proceed to arbitration rests with the Association's Executive Board. When a grievant is not represented in the grievance procedure by the Association, the Association shall receive written notification of the employer's decision at each formal step of the process.
7. An employee who participates in the grievance procedure shall not be subject to discipline or reprisals of any kind because of such participation. An administrator shall not discuss an employee's participation in the grievance procedure with any other bargaining unit member. No documents, communications and records dealing with the processing of a grievance shall be placed in an employee's personnel file.

8. Hearings, conferences or other proceedings related to the processing of a grievance shall be conducted at a time and place that will afford a fair and reasonable opportunity for all necessary participants, including witnesses to attend. Insofar as possible, such meetings will be held after regular school hours or during non-duty time of the personnel involved.

The Superintendent may release an employee during school hours to participate in the grievance process.

9. In no case shall an employee suffer any loss of pay or benefits due to required participation in the grievance process. The Superintendent and Association president shall jointly determine the necessity for releasing an employee during school hours in order to process or investigate a grievance.
10. A grievance may be settled at any step with or without establishing prejudice or precedent when mutually agreed by the Association, the grievant and the employer.
11. A grievance may be withdrawn at any level without establishing precedent.
12. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to further appeal. The failure of an administrator or the Board to give a decision within the time limits shall permit the grievant to proceed to the next step.
13. The final resolution of the grievance shall not be inconsistent with the terms of this Agreement. If the Association believes the final resolution of any grievance prior to the final step of the grievance procedure, other than by reason of failure to act within the prescribed time limits, is in conflict with the Agreement, the Association shall have the right to file a grievance.
14. All time limits in this Article shall consist of workdays during the aggrieved employee's/employees' contract year unless otherwise noted. If a grievance is submitted less than ten (10) school days before the close of the current school term, time limits shall consist of weekdays. Holidays shall not be included. Time limits for Association grievances shall consist of workdays during the school year and weekdays during the period when ten-month employees are not present.

### **C. Informal Grievance Resolution**

In most cases, it is desirable for alleged violations of this Agreement to be resolved through informal discussions between an employee and the immediately involved supervisor. An employee shall have the right to request Association assistance in resolving the differences. If, however, such informal discussions fail to rectify the dispute, the following formal grievance process is available.

## **D. Formal Grievance Procedure**

### **1. Step One: Formal Hearing with Immediate Supervisor**

Whenever a grievance is not resolved through informal discussions with the immediate supervisor, the grievant or Association shall present the grievance in writing within thirty (30) school days of the occurrence giving rise to the allegation or of when the grievant or Association might reasonably have had knowledge thereof, unless the violation is of a continuing nature. The written grievance shall specify the date of the alleged violation, the contract provisions allegedly violated, and the remedy sought.

The employee, Association representative (if requested) and immediate supervisor shall meet within seven (7) days of receipt of the written grievance to resolve the matter. The immediate supervisor's response to the grievance, including the reasons for the decision shall be communicated in writing to the employee and the Association president/designee within seven (7) days of the meeting.

### **2. Step Two: Formal Hearing with the Superintendent**

A grievance not resolved at Step One may be appealed in writing to the Superintendent within ten (10) days of receipt of the Step One response. The Superintendent shall arrange to meet with the grievant and the Association representative within ten (10) days of receipt of the written appeals request. The Superintendent shall issue a written response to the employee and Association president/designee within ten (10) days of the meeting. The response shall include reasons for the decision.

### **3. Step Three: Formal Board Hearing**

The grievant may appeal the Superintendent's decision in writing to the Board within ten (10) days of receipt of the Step Two response. The Board shall arrange a grievance hearing within thirty (30) days after receipt of the request. The Board shall communicate its Step Three response, including rationale, to the grievant and Association president/designee within ten (10) days of the hearing.

### **4. Step Four: Arbitration**

Within twenty (20) days of receipt of the Board's decision, the Association may submit the grievance to final and binding arbitration.

- a. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator will be divided equally between the Board and Association. If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter. If the other party wants a copy, the other party must share the cost.
- b. The selection of an arbitrator shall be made by the rules of the American Arbitration Association.

- c. The arbitrator shall not suggest any changes to this Agreement, but does have the authority to recommend a dollar remedy when appropriate under the terms of this Agreement.
- d. By mutual agreement, the Expedited Rules of the American Arbitration Association (AAA) shall be used instead of the Voluntary Labor Arbitration Rules.
- e. The arbitrator's decision shall be limited to the issue(s) presented in writing by the parties. Any decision must be based solely upon an interpretation of the meaning or application of the language of this Agreement.

**E. Processing Exceptions**

- 1. By mutual agreement in writing, any step of the grievance procedure may be bypassed.
- 2. By mutual agreement in writing, any timeline may be extended.
- 3. Grievances involving more than one employee, more than one supervisor, or an administrator above the building level may be initially filed by the Association at Step Two with the Superintendent.

## **Article IV - Association Rights and Responsibilities**

### **A. Right to Organize and Participate**

Bargaining unit members shall have the right to form, join, or assist professional employees' organizations, and to participate in professional negotiations with the Board through representatives of their own choosing. Bargaining unit members shall have the right to refrain from any and all such activity, and membership shall not be a prerequisite for employment or continuation of employment of any employee.

### **B. Association Use of District Facilities and Equipment**

The Board will permit the Association to use its facilities and equipment for Association meetings, provided such use does not interfere with regularly scheduled school functions and other Board-approved functions. When custodial service is required, the Board may charge the Association for this service.

### **C. Association Announcements**

Announcements of Association business that have no impact on the student body may be sent via district email.

### **D. Bulletin Board, Mail Facilities, and Mailboxes**

1. The Association shall have the right to distribute printed materials via the employer's interoffice mail system, including bargaining unit members' mailboxes. The Board shall not interfere with or censor such Association communications.
2. The Association shall have in each district facility, including the central office and the maintenance building, a bulletin board in each employee lounge or workroom.
3. The Association shall have reasonable use of the District's facsimile equipment, computer, and electronic mail.
4. The Association shall also have an electronic mailbox in the employer's electronic mail system.
5. The Association president shall be provided a daily pick-up and delivery point for intra-school mail.

### **E. Association Meeting Dates**

Association monthly meetings for the forthcoming school year shall be included in the development of the district calendar of events, provided the Superintendent receives timely notice of such meetings prior to development of the calendar. The Superintendent shall urge all administrators to take into consideration published Association dates when scheduling building-level meetings.

### **F. Business by Association Representatives on School Property**

Representatives of the Association shall be permitted to transact Association business on school property. Association representatives not employed by the District shall report to the office upon entering the building.

### **G. Employee Orientation**

The Board agrees to grant any Association request for a reasonable amount of time, not to exceed one hour, for Association purposes at the end of the regularly scheduled employee orientation or institute day at the start of the school year. Such opportunities shall also be available to the Association throughout the school year, so as to allow contact within the first month of any new employee's starting date.

### **H. Association Notification of District Job Descriptions**

The Association President shall be given timely written notification of new or modified job descriptions. All job descriptions will be posted electronically and accessible to all staff online.

### **I. Association Notification of Employee Information**

The Association President and treasurer shall be notified in writing of the following information for each employee within ten (10) days of the start of the school year or the date of hire, whichever occurs first: name, address (if permitted by the employee) and building assignment/position.

The Association President and treasurer shall be notified within fourteen (14) days of any action to change an employee's position, worksite, or number of hours worked. Additionally, changes in employee names and addresses (if permitted by the employee) shall be communicated to the Association President when practicable.

Annually, the Board shall provide to the Association president the names, addresses, seniority ranking, experience credit, and compensation of all bargaining unit members.

## **J. Association Leave Provisions**

To enable the Association to comply with its statutory obligation to fairly and adequately represent all bargaining unit members in the implementation and administration of this Agreement, the Board agrees to the following Association leave provisions:

### **1. General Association Leave**

The Board shall make available annually twenty (20) days of Association leave. The Association shall, in a timely fashion, notify the Superintendent of its intent to access such leave; the Association shall seek minimum disruption of the instructional program. Association leave may be taken as full days or in increments of no less than one-half days. The RTEA shall pay the costs for necessary substitutes.

### **2. Full-Time-Release Association President**

The Board may grant a leave of absence for up to three years without pay for the purpose of serving as an officer or as a staff member of the IEA or NEA. The Board shall be notified in writing by February 1 if the employee intends to return to full-time employment at the beginning of the forthcoming school year. An employee who fails to provide such notification shall forfeit any right of reemployment.

## **Article V - Management Rights**

The Board retains and reserves unto itself the ultimate responsibilities for the proper management of the School District conferred upon and vested in it by the *Illinois School Code* and the Constitution of the State of Illinois and the United States.

The exercise of the foregoing power, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

## **Article VI - Stakeholder Collaboration**

*The Board and Association recognize the shared mission to have exceptional staff provide exemplary student programs in a safe and nurturing environment. This is best achieved when the educational stakeholders function as an effective, collaborative and respectful decision-making team. The Board and Association affirm a shared commitment to develop and implement plans to strengthen communication, trust and partnership.* (Note: The italicized copy is not subject to the grievance procedure.)

### **A. Board/Association Collaboration**

#### **1. Board/Association Communications Council**

Representatives of the Board, administration, and Association shall meet as requested to discuss matters of mutual-concern. These meetings are not intended to bypass the complaint, negotiations, or grievance procedures. The Association shall communicate its concerns to appropriate administrators prior to meeting with the Board, thus affording the administration a reasonable opportunity to resolve issues.

Each party will submit to the other, one week prior to the meeting, an agenda covering matters they wish discussed.

##### *a. Notification*

The Association president or his/her designee shall be given written notice of any regular or special meeting of the Board at least forty-eight (48) hours prior to the scheduled time of the meeting.

##### *b. Agenda*

The Board shall provide the Association with a copy of the agenda for each Board meeting, along with a complete packet of exhibits (provided to the public) to be discussed.

The Board shall provide the Association president or designee an opportunity at each regularly scheduled meeting to present item(s) for consideration. Any such presentation shall not be subject to the three-minute limitation applied to delegations during public comments to the Board.

#### **2. Exchange of Pertinent Information**

Upon request, the Board shall provide the Association president with an updated copy of Board policy, its annual budget and audited financial statements, all other public documents and reports, including non-confidential information pertaining to insurance rates, claims history and premiums.

The Board shall provide the Association president a copy of any proposed changes to Board policies in a timely fashion.

#### **B. Association/Administration Collaboration**

1. The Superintendent and Association president and his/her designee(s) shall meet at least twice each semester to discuss contract administration and other matters of mutual concern. A meeting to set dates for the year shall be held no later than September 15.
2. The Superintendent and Association ESP leaders shall meet at least twice each semester to discuss contract administration and other matters of mutual concern. A meeting to set dates for the year shall be held no later than September 15.

#### **C. Building-Level Administration/Association Collaboration**

The principal and building representatives at each school shall meet a minimum of 2 times per year and upon request of either party to discuss contract administration and other matters of mutual concern. The meeting dates shall be set by September 15.

#### **D. Instructional Collaboration/School Governance Structure**

*The Board and Association recognize the need and value of employee participation in the development and implementation of strategies to maximize district-wide and building-level student and staff achievement. (Note: The italicized copy is not subject to the grievance procedure.)*

1. Teaching and Learning Council:

The District maintains a collaborative committee referred to as the Teaching and Learning Council (TLC). The TLC provides perspective, feedback, and recommendations related to student achievement and professional learning.

The TLC is chaired by the Assistant Superintendent for Curriculum and Instruction and includes teaching staff representation from all school buildings as well as at least one teaching support staff member. Input from the TLC is considered strongly when bringing recommendations to the Board of Education. Membership on the TLC is determined by the administration and participation is not mandatory. Out of the cross section membership of the TLC, one person will be appointed to have a dual role to represent and report back to the RTEA Executive Committee. The time and place for TLC meetings will be determined on an as needed basis. Both an agenda and minutes for each meeting will be provided in a timely manner.

## 2. School Improvement Teams

The School Improvement Team (SIT) shall meet once a month, if necessary, to implement the School Improvement Plan (SIP). Participation is not mandatory. Building-level topics to be discussed include, but are not limited to, the following: curriculum, student discipline, staff utilization, technological and supplies needs, formulation of school budget, and implementation of the District's strategic plan. An agenda for each meeting shall be made available to staff, as well as minutes. SIT meetings shall not exceed sixty (60) minutes unless otherwise agreed to by the team.

## 3. Curricular Committees

District and building-level curricular committees shall be formed on an as-needed basis by the administration. Participation is not mandatory. Such committees shall not meet more than once per month, unless otherwise agreed to by committee members. Each committee shall publish its charge and its expected time commitment before seeking volunteers. Each committee shall establish a calendar, set an agenda, and distribute minutes.

## **Article VII - General Working Conditions**

*The Board and Association affirm a high level of employee performance is imperative to the development and delivery of exemplary educational programs. Both parties recognize the administration's right and responsibility to empower employees to perform at their maximum level. (Note: The italicized copy is not subject to the grievance procedure.)*

### **A. Job Description**

1. Each new employee shall receive a copy of his/her job description during the initial interview for a position.
2. Administrative requests to substantially deviate from a job description, as defined on paper and established by practice, must first be discussed with the Association and the affected employee(s). Except in case of emergency, substantial deviations shall not become effective until the following school year, at which time the job description posted on the District cloud will be revised.
3. No employee shall be required to perform duties outside his/her job description for which he/she is not qualified.

### **B. Notice of Continuing Employment and Tentative Assignment**

All employees shall be notified electronically of their employment for the forthcoming year no later than one week before the end of the previous school year, insofar as known. Such notice shall include tentative building assignment, grade or subject, lane and salary. Employees shall return a written notice of intent to return to the District by July 1 in the manner prescribed by the Board.

### **C. Vacancies**

1. Posting of Positions
  - a. The Superintendent or designee shall post notice of all District job vacancies, including newly created and promotional positions, as they occur.
  - b. A vacancy shall be defined as a position within the bargaining unit presently unfilled, including newly created positions, as well as positions currently filled but anticipated to be open in the future. Open positions created by a leave of absence shall not be considered a vacancy unless the leave exceeds one year. Positions to which people are returning from a leave of absence and positions which must be offered to employees on a recall list are not considered "vacancies."

- c. Promotional positions are defined as those administrative or supervisory in nature and that provide a higher level of compensation than the position the applicant previously occupied.
- d. Written postings shall be displayed at a designated location at each worksite; postings shall also be included on the District website. Each posting shall include the following information: type of work, location, starting date, relevant pay information, hours to be worked, overview of job description (insofar as known) posted on online, general responsibilities, and minimum requirements. Vacancies must remain posted for at least five (5) work days prior to being permanently filled.
- e. Temporary positions will be posted internally to bargaining unit members for 3 work days prior to being filled.

## 2. Application Procedure

An employee interested in a posted position shall follow the current online process within the time limit specified in the notice.

## 3. Filling of Vacancies

- a. Current employees who are qualified shall be granted an interview for a vacancy prior to consideration of external applicants.
- b. A vacancy shall be filled in the following order:
  - i. Employees returning from a leave of absence to a vacated position;
  - ii. Employees by seniority who are on a recall list due to layoffs;
  - iii. Employees being transferred within their classification/building;
  - iv. Employees involuntarily transferred due to enrollment drops or other factors not related to performance.

## **D. Transfers**

### 1. Definition

A transfer shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit or a change in the building to which an employee is assigned.

### 2. Voluntary Transfer

An employee may request at any time to transfer to a position for which he/she is qualified. Such requests shall remain confidential with the Superintendent and all administrators potentially affected by the transfer.

### 3. Involuntary Transfer

- a. When it is necessary to involuntarily transfer or reassign employees within a building or classification, to the extent possible, all qualified volunteers shall first be considered.
- b. When volunteers are not available, such transfers shall be made on the basis of District seniority and qualifications, unless the needs of the District dictate otherwise.
- c. An employee to be involuntarily transferred shall receive at least seventy-two (72) hours of advance written notification. The reassignment shall not occur until the employee has had the opportunity to meet with the Superintendent and/or designee; the employee shall have the right to request an Association representative be present.

### **E. School Calendar**

The Teaching & Learning Council (TLC) shall meet and jointly make recommendations for the school calendar. The recommended calendar shall be submitted to the Board for official action on or before the first Board meeting in April. The calendar shall include recommendations for dates of institute days, school improvement days, school holidays, and vacations. The calendar shall include a minimum of two non-attendance (employees and students) days, to be determined annually.

### **F. Emergency School Closings**

1. The Superintendent or designee shall be responsible for announcing any emergency closing of schools. The notification procedure shall be publicized to employees within ten (10) days of the start of the school year.
2. When the schools and/or school offices are officially closed by the Superintendent, no leave days previously arranged by an employee will be deducted for such emergency days.

## **Article VIII - Teacher Working Conditions**

### **A. Contract Year**

1. The contract year for a ten-month teacher shall be 182 workdays, 178 of which shall be student contact days.
2. In the event a state or national holiday is declared that results in a lengthening of the District calendar, the teacher work year shall be automatically adjusted to total the 182 contracted days.
3. On the last student attendance day of the school year, teachers may leave the building upon completion of their duties and notification of the principal/designee.
4. Any unused emergency days up to five (5) shall be deleted from the calendar by the Board of Education no later than the second regularly scheduled Board meeting in May. Deleted unused emergency days shall not become teacher workdays except in the above stated circumstances.
5. There will be three (3) full School Improvement Days. Of the scheduled School Improvement Days:
  - a. Two will be used at the beginning of the school year with one half day to be used by teachers, at their discretion, to prepare for the school year.
  - b. The additional day will be used as a full institute day to be determined on a yearly basis.
  - c. Two early release days will be scheduled on the first and last days of instruction. The first day's early release will be used by teachers at their discretion to prepare for the school year.
6. For the purpose of inducting new staff to the district, at least 2 (two) weeks prior to the start of the school year, an addition of up to 3 days for new staff and 1 for non tenured teachers in year 2 may be scheduled to provide mentoring, professional learning and training on procedures necessary for employment.

### **B. Workday**

1. Regular Workday
  - a. The regular teacher workday shall be when school is in session and students are present, exclusive of attendance at faculty meetings, in-service, periodic parent conferences and meetings, and/or extracurricular and supervisory assignments.

- b. The regular teacher workday shall not exceed eight (8) consecutive clock hours, including lunch.

Elementary Buildings:

Four (4) days each week, all teachers will be in their buildings and ready for work at least ten (10) minutes prior to the first bell, designated by the Superintendent at the start of each year.

The fifth day will be a late student arrival day. Teachers will arrive sixty (60) minutes prior to the first bell. On late student arrival days, sixty (60) minutes will be used for professional learning and collaboration. The one late student arrival day each week will be designated by the Superintendent.

Middle School:

Four (4) days each week, all teachers will be in their buildings and ready for work at least thirteen (13) minutes prior to the first bell, designated by the Superintendent at the start of each year.

The fifth day will be a late student arrival day. Teachers will arrive sixty-two (62) minutes prior to the first bell. On late student arrival days, sixty (60) minutes will be used for professional learning and collaboration. The one late student arrival day each week will be designated by the Superintendent.

- c. A teacher shall be permitted to leave the building during any break period, upon notification of the principal/designee.
- d. Elementary teachers may self-schedule a reasonable break(s) in their day to attend to personal hygiene needs. In scheduling any such break(s), the teacher shall be responsible for providing adequate supervision, as required by law, District and building requirements, for his/her students during such break(s).

2. Lunch

- a. The lunch period for all elementary teachers shall be approximately fifty (50) duty-free minutes and shall not be arbitrarily reduced.
- b. The lunch period for all middle school teachers shall be thirty (30) duty-free minutes and shall not be arbitrarily reduced.
- c. No meetings or other duties shall be scheduled during the lunch period without the agreement of the employee(s) involved.

3. Individual Planning Time

- a. Each teacher shall have a minimum average of 210 minutes per week for planning and preparation. This 210 minute average may not be available during non-regular

school weeks (i.e. those weeks which include such interruptions as holidays, assemblies, field trips, non-student attendance days, etc.). The scheduling of these minutes will occur in increments of no less than 30 minutes during the student attendance portion of the day.

In the event of the loss of planning time below 210 minutes in a regular work week due to the performance of required job related duties, the affected teacher(s) and building administrator(s) will meet to develop a mutually acceptable replacement planning period or portion thereof.

- b. Elementary teachers shall have planning and preparation time during period(s) when their respective classes are taught by specials teachers (physical education, music and art).
- c. The administration will schedule one individual and one group/team planning period each regular workday for each middle school teacher. The length of such planning periods may differ by grade level assigned.
- d. Each regular school week, every full-time music, art, Learning Center and physical education teacher shall be provided with a weekly average of planning time at least equal to the minimum provided elementary teachers above in subparagraph (a). The administration shall make every effort to schedule planning periods for such teachers in blocks of meaningful duration.

#### 4. Grade-level, Team and Departmental Collaboration Periods

The administration shall provide release time or common planning time once per month for either grade-level, team or department meetings. Such meetings shall not occur during individual planning times.

#### 5. Special Education

- a. IEP Meetings shall be scheduled during the school day whenever possible, and substitutes shall be provided for the teacher. In the event of the loss of planning time below 210 minutes in a regular week due to an IEP meeting, the affected teacher(s) and building administrator(s) will meet to develop a mutually acceptable replacement planning period or portion thereof.
- b. Special Education Release Time - One day per month to be shared among the teacher and/or licensed Special Education staff shall be granted for the purpose of entering/reviewing computerized student performance data, testing and writing reports.

- c. Each special education teacher and/or licensed staff person (teachers, social workers and speech/language therapists, occupational therapist and adaptive physical education teacher) will receive annually the equivalent of one day of release time within the first calendar week of school to prepare a working schedule of IEP student contact times.
- d. Annually within the first 10 school days, the administration shall provide the equivalent of one day for special education and general education teachers to meet and review student IEPs and goals. Such time may be provided during non-student attendance days or through release time when students are present.

### **C. Workday Extensions**

*Teachers recognize the value and necessity of attending faculty meetings, team/department meetings, and conferences with staff and/or parents pertaining to the welfare of students. Occasionally, these responsibilities will require an extension of the regular workday. (Note: The italicized copy is not subject to the grievance procedure.)*

1. Staff Meetings - Building-level staff meetings may be held once a month. The meetings shall not exceed one hour. Except in case of emergency, notice shall be posted at least forty-eight (48) hours in advance of the meeting; weekends shall not be included in the calculation. Meetings shall not be held on a day immediately preceding a holiday. All staff, including ESP, shall be afforded an opportunity for input into staff meeting agendas and shall receive written follow-up from the administration following each meeting.
2. Additional Meetings - Except in case of emergency, notice of any additional meeting to be held beyond the regular teacher workday and called by the principal or Superintendent shall be posted at least forty-eight (48) hours in advance; weekends shall not be included in the calculation. Required additional meetings shall be limited to one per week and shall not exceed seventy-five (75) minutes in length, except on School Improvement Days, during which teachers shall be in attendance until the end of the regular workday.
3. Professional Activities
  - a. Activities which require the attendance of teachers beyond the regular school day shall not be scheduled on primary or election days, Fridays, or days preceding holidays or recesses.
  - b. The administration shall not schedule any additional after-school meetings on days when teachers are scheduled to attend evening professional activities.

### **D. Teaching Load**

1. Daily Schedule - No more than four (4) periods (not to exceed 200 minutes) of student contact time shall be scheduled consecutively at the middle school.

The administration shall make every effort at the elementary school level to schedule not more than 200 consecutive student contact minutes.

2. Extraordinary Class Size - Full-time teachers or teachers involved in a job sharing arrangement regularly assigned to classrooms with more than thirty-three (33) students shall receive additional compensation. (See Article XIX, Compensation.)

The additional compensation shall not apply to substitute teachers, part-time teachers, teachers performing supervisory or Learning Center duties, physical education teachers or teachers of performing groups, i.e. band, orchestra and chorus.

In the event a physical education teacher has concerns regarding class size or class composition, the teacher may express these concerns in a meeting with the building principal. The Association President or designee may accompany the concerned teacher to such meeting.

At this meeting, the teacher will make known the concerns. The teacher, Association President or designee, and principal will collaborate in an attempt to address the teacher's concerns.

The additional compensation shall not be payable for instruction, supervision or attendance in connection with special events, such as concerts, plays and athletic activities, whether interscholastic or intramural.

3. Clerical Support
  - a. To aid teachers in the preparation of instructional materials, the Board shall make copying facilities available in each school. To the extent possible, equipment shall be centrally located and fully functioning at all times.
  - b. The Board shall provide reasonable clerical assistance at each school.

## **E. Grades**

1. Teachers shall determine grades and other evaluations of students for whom they are responsible in accordance with District grading policies. No grade or evaluation shall be changed without notifying the teacher of the nature and reason(s) for the change. The person who makes the change shall initial the change and shall become responsible thereupon for the revised grade or evaluation.
2. Teachers shall have at least 2 (two) weekends for the computation and recording of grades at the end of each marking period (trimester or quarter) with the exception of the last marking period of the year when they shall have at least 1 (one) weekend.

## **F. Substitutes**

1. In order to provide optimum continuity in the instructional program, the administration shall make a reasonable effort to secure a substitute in the absence of any full-time teacher or ESP employee.
2. If a teacher is required to assume responsibility for the entire period of another teacher during what would otherwise be his/her planning or lunch period, the teacher shall be compensated at the summer school hourly rate. (See Article XIX, Compensation.)

## **G. Traveling Teachers**

1. A teacher assigned to more than one school shall be assigned to a "home school." The "home school" principal/supervisor shall coordinate with the other assigned administrators the teacher's evaluation, schedule, duties and attendance expectations.
2. Teachers who travel between schools shall be entitled to all working condition provisions in this article.
3. The administration shall make known its established travel time schedule to affected teachers. The schedule shall take into consideration distance, traffic, anticipated variances in weather conditions, and/or needs of the individual teachers to prepare/remove teaching materials.
  - a. Travel time shall not be computed as planning time or duty-free lunchtime.
  - b. A traveling teacher shall be assigned a reasonable work space at each worksite.
  - c. A traveling teacher shall be compensated for mileage according to District policy.

## **H. Parental Collaboration**

1. Conference Days - Parent/teacher conference days shall be determined in the development of the annual school calendar.
2. Ongoing Contacts - Teachers shall be available and prepared to meet with parents throughout the school year. Such meetings shall be scheduled by mutual agreement. If it becomes necessary to schedule a parent conference during the school day, a substitute shall be provided for the teacher when practicable. The administration shall make reasonable efforts to restore the equivalent of any planning time lost.
3. E-Mail Contacts - The administration and Association shall jointly prepare guidelines for parental contact via electronic mail. The guidelines will be published each year in student handbooks and distributed at parent organization meetings as appropriate. The guidelines shall include measures to protect an employee's privacy, physical safety, and undue extensions of the regular workday.

## **I. District Correspondence**

1. The District shall provide an electronic mail system that allows for correspondence between staff, administration and parents.
2. The District shall provide a telephone system that allows staff to make outside calls in a private setting.
3. The District shall provide an employee directory to all staff members.

## Article IX - ESP Working Conditions

### A. Weekly Schedule

#### 1. Regular

The ESP regular work week shall consist of five (5) consecutive days, namely Monday through Friday, provided the regular work week may be scheduled to include Saturday (as one of the five consecutive days) by mutual agreement of the employee and the Superintendent designee.

#### 2. Schedule Adjustments

The Board reserves the right to occasionally adjust employee schedules which may include weekend assignments, to meet District needs. Except in case of emergency, if a major or protracted scheduled change is required, the employee shall receive written notice at least seventy-two (72) hours in advance.

### B. Employee Contract Year

Employee Classification	Hours Per Day*	Hours Per Week*	Paid Work Days Per Year**
<b>Fiscal-Year Employees: (12-month employees)</b>			
Custodian, Maintenance, Field Support Specialist, Tech/Maintenance, Driver	8	40	258 - 260
<b>School-Year Employees: (10-month employees)</b>			
Assistant	4 - 7.5	20 - 37.5	192
Lunchroom/Playground Supervisor	2 - 6	10 - 30	183 - 187
Building Nurse	7.5	37.5	197
Building Health Clerk	6 - 7.5	30 - 37.5	184 - 197
Secretary	8	40	207
Kitchen Staff	3 - 8	15 - 40	185 - 189

\*Does not include the unpaid, duty-free lunch

\*\*Includes holidays, Paid workdays are reflected in annual workgroup calendars

- By July 1 of each year, the District will supply to the Association a work-day and paid holiday calendar for fiscal-year and school-year ESP for the forthcoming work year.
- A full-time ESP shall work at least thirty (30) hours weekly.
- Part-time ESP shall receive holiday pay, sick leave and personal leave prorated to full-time equivalency.

## **C. Emergency Closings**

### **1. Fiscal-Year Employees**

In the event the administration closes schools, fiscal-year employees will be expected to work if safety conditions permit.

### **2. Partial-day Emergency Closings**

Employees who, after arriving at work, are sent home due to an emergency school closing shall be paid a minimum of two (2) hours at their regular rate of pay.

## **D. Breaks**

### **1. Meal Breaks**

Employees who work more than four (4) hours per day shall be entitled to an unpaid thirty (30)-minute, duty-free meal period. The meal period shall be scheduled with approval of the immediate supervisor.

### **2. Work Breaks**

An employee who works at least four (4) hours per day shall receive at least one paid fifteen (15) minute break. An employee who works at least seven and a half hours (7.5) per day shall receive at least two (2) fifteen (15) minute paid breaks. Teaching assistants working seven (7) hours per day shall receive one (1) twenty (20) minute paid break.

### **3. Employee Discretion**

Employees shall be permitted to leave the worksite during any break period, upon notification to the principal/supervisor/designee.

## **E. Overtime**

### **1. Overtime Eligibility**

- a. Employees who work assigned, pre-approved time in excess of forty (40) hours per work week shall qualify for overtime compensation.
- b. Work-week Calculation - For purposes of calculating the number of hours worked in a given week, namely Monday through Sunday, only paid holiday leave shall be included.

## 2. Overtime Necessity Determination

- a. District-Initiated Overtime - If the District determines overtime is necessary and time permits, the immediate supervisor shall first seek volunteers.

In the event no qualified volunteer from the affected employee classification is available, employees may be assigned to work overtime. Assignments shall be made on a rotating basis. Upon request, ESP from all classifications may be included in the rotation.

- b. Extenuating Circumstances Overtime - The Board and Association recognize extenuating circumstances may arise that would prohibit an employee from obtaining prior approval from the immediate supervisor to work overtime. At the start of each school year, each supervisor will review with assigned employees examples provided by the Superintendent or designee of routine situations the administration has deemed compensable "extenuating circumstances" and the procedures to be followed to address such situations. In the event such situations arise, as well as in case of emergency, the employee shall notify the supervisor as soon as practicable of the nature of the extenuating circumstances, the duties performed, and the amount of extra time worked.

## 3. Overtime Compensation Rate

- a. An employee shall be paid at a rate of no less than time-and-one-half for any hours worked beyond the forty (40)-hour regular workweek.
- b. Work performed on a Saturday (if outside the employee's regular work week and beyond forty (40) hours) shall be paid at time-and-one-half.
- c. Work performed on Sunday shall be paid at double time.
- d. Work performed on a paid legal holiday, as defined in this Agreement, shall be paid double time.
- e. Employees called back to work after their shift has ended shall receive a minimum of two hours pay at the appropriate rate as stated above. Such calculation shall begin upon the employee's leaving home and end upon the employee's return home.

**F. Holidays**

1. Recognized Legal Holidays

Employees may be entitled to the following paid holidays:

<b>10 Month Employees</b>	<b>12 Month Employees</b>
New Year's Day	New Year's Day
Martin Luther King Day	Martin Luther King Day
Lincoln's Birthday or President's Day	Lincoln's Birthday or President's Day
Casimir Pulaski Day	Casimir Pulaski Day
Memorial Day	Memorial Day
Scheduled Spring Non-Attendance Day	Scheduled Spring Non-Attendance Day
	Independence Day
Labor Day	Labor Day
Columbus Day	Columbus Day
Wednesday before Thanksgiving	Wednesday before Thanksgiving
Thanksgiving Day	Thanksgiving Day
	Friday following Thanksgiving
	Christmas Eve
Christmas Day	Christmas Day
	New Year's Eve

2. Requirements to Earn Holidays

Employees shall be entitled to holidays that fall within their regular work year. Unless otherwise approved by the employee's supervisor, employees must work the day immediately prior to and immediately after the holiday in order to qualify for holiday pay. Note: Employees will be excused from the requirement to work the day before and after the holiday if he/she has an approved absence for those work days.

3. Special Schedules

When a holiday falls on a weekend, the District will designate the prior or the following normal work day as the day on which the holiday will be observed.

4. Floating Holidays

In the event a designated holiday is not observed, an alternative date will be designated by the Superintendent after receiving input, if any, from the Association president.

## G. Vacations

Full-time, non-probationary, 12 month employees shall be entitled to a vacation annually according to the following schedule:

<b>Years of Employment</b>	<b>Vacation Days Awarded</b>
1	5
2 - 5	10
6 - 9	15
10+	20

Vacation days as awarded above shall be available on a monthly basis during the probationary period for first-year employees and shall be available upon the start of the school year each year thereafter.

Vacations may not be taken in excess of ten (10) consecutive working days without the approval of the immediate supervisor.

Unless approved by a supervisor, custodians must take at least one half (1/2) of their annual vacation allotment during the summer months outside the regular school term.

Unused vacation days shall not accrue in excess of the maximum limits set forth above. If an employee has unused, accrued vacation days at the end of the fiscal year (June 30), the District will compensate the employee for ten (10) unused vacation day at the employee's then daily rate of pay. In the event the employee resigns or is terminated, the employee is entitled to earned vacation days on a prorated basis.

Proposed vacation requests must be submitted for approval through the online attendance system to their District supervisor no later than 30 days before the vacation. The District reserves the right to deny requested vacation days if granting the request would unduly impair the District's operations. Disposition of requests shall be communicated to the employee by their District supervisor within a week of the request. Conflicting requests for vacation time will be resolved on the basis of seniority. However, in the event of such conflicting requests, no employee shall be entitled to receive his/her requested vacation time more than two (2) consecutive years. To change scheduled vacation dates or to request new or additional vacation dates, employees must request modification at least one (1) week in advance prior to the beginning of the scheduled vacation. All requested changes must receive administrative approval, or they will be deemed denied.

## H. Uniforms

All custodial/maintenance employees are required to wear uniforms during work hours. Upon employment, each new custodial/maintenance employee shall be provided the following uniform attire: five (5) pairs of pants/jeans, ten (10) shirts (long or short sleeve at the employee's discretion), one (1) winter coat (to protect to -20 degrees), one (1) pair of

winter gloves, one (1) pair of snow boots, and a set of rain gear. In subsequent years, an employee may request replacement of any of the above, by completing the Request for Requisition of Custodial/Maintenance Uniform, the value of which shall not exceed \$200 in any fiscal year, provided the need for replacement shall be determined by the Director of Buildings and Grounds.

## **I. Assignments**

### **1. Bargaining Unit Member Exclusivity**

Supervisors shall not regularly perform bargaining unit work. Supervisors may perform duties normally performed by bargaining unit members in cases of emergency, or when duties require immediate attention, or when bargaining unit employees are not immediately available to perform the duties.

### **2. Temporary Assignments**

- a. It is the responsibility of the supervising administrator to assign personnel so as to utilize the employee's skills and time in the best interest of the total operation. This may result in the temporary assignment of reasonable work duties outside the scope of his/her job description. (See Article VII, General Working Conditions.)
- b. Employees approved to perform the majority of the duties for an absent employee or a vacant position shall be paid the approved employee's regular rate of pay or the rate of pay for the assumed position, whichever is higher.
- c. Teacher assistants eligible to substitute in the event of a teacher absence, shall be paid their regular hourly rate plus \$8.00/hour for all such substitute duties.

## **J. Substitutes**

The administration shall make a reasonable effort to secure a substitute in the absence of any full-time ESP.

## **K. Secure Storage Location**

The building administrator will provide Instructional Assistants access to a mutually agreeable secure location to store personal belongings.

## **Article X - Professional Learning**

*The Board and Association are committed to engaging in professional learning that increases educator effectiveness and results for all students.*(Note: The italicized copy is not subject to the grievance procedure.)

### **A. Building-Level Staff Development Budgets**

The Board shall provide building-level staff development funds. Building-level staff, via the School Improvement Team, shall be involved in the determination of how to expend the funds. Building-level professional learning activities shall align with the District strategic plan.

### **B. Mentoring**

The Board, in conjunction with the Association, will maintain a mentoring program as required by 105 ILCS 5/21A. The District has a teacher mentoring program as required by law and as further explained in the District Mentor Handbook. The mentoring stipend will be paid through a federal grant.

### **C. Program Development Days**

In order to implement the action strategies of the District's strategic plan, to improve current programs and to develop new ones, and to keep employees abreast of educational best practices, the Board shall provide employee attendance times when students are not present. This vehicle may include, but not be limited to, institute and program development days. Teachers and ESP shall be included in the planning and implementation of such opportunities.

### **D. Professional Leave Days**

Each worksite shall be allocated a minimum number of professional leave days annually equal to the number of full-time teachers.

ESP may be approved to attend professional learning activities including induction and/or mentoring opportunities which enhance job performance. Such requests will be submitted in writing for approval to the Superintendent or designee.

Requests for use of professional leave days by teachers shall be made using the current online process to the immediate supervisor and shall be subject to the approval of the Superintendent. The School Improvement Team, if applicable, may make recommendations to the principal.

A response to the request shall be provided to the employee. Expenses incurred shall be reimbursed in accordance with District policy, which shall be forwarded to the employee upon approval of the request for professional leave.

**E. Teacher Professional Growth Reimbursement**  
**See Article XX for Payroll Procedures**

1. Eligibility

Any full-time teacher who has completed one year of employment in the District (and given a second-year probationary contract, if applicable), shall be eligible for continuing education reimbursement.

2. Pre-Approval Process

- a. To apply for coursework reimbursement, an employee shall submit for pre-approval through the current online process.
- b. Within two weeks of submission, the employee shall receive an electronic confirmation approving the coursework or a written explanation of non approval.
- c. The employee shall sign, through the current online process, an agreement to repay tuition reimbursement if the teacher does not return to the District the following year, unless the teacher's employment has been involuntarily terminated due to a reduction in force or non-renewal prior to receipt of the reimbursement.

3. Eligible Coursework

- a. Undergraduate coursework, approved by the Superintendent or designee, through the current online process, may be taken and reimbursed provided the coursework is in the teacher's discipline or would lead to additional certification endorsement and/or improve the teacher's performance of duties.
- b. Graduate coursework, approved by the Superintendent or designee, through the current online process, may be taken in traditional and accelerated programs provided the coursework is in the teacher's discipline or would lead to additional certification, certification endorsement, and/or would improve the teacher's performance of duties.
- c. Remedial courses recommended by a teacher's evaluator and approved by the Superintendent or designee through the current online process shall be eligible for reimbursement.
- d. Courses the Superintendent or designee deems to be of priority status shall be eligible for reimbursement.

#### 4. Eligible Reimbursement

##### a. Eligible Hours

- i. Employees enrolled in non-accelerated programs shall be eligible for reimbursement of 18 credit hours annually.
- ii. Employees enrolled in accelerated programs shall be eligible for reimbursement of 21 credit hours annually.

##### b. Rates - Courses completed with a grade of B or better, or with other evidence of successful completion, shall be reimbursed at the following rates:

- i. Courses the administration deems to be of priority status shall be reimbursed 100% at the institution approved by the Superintendent or designee.
- ii. Courses recommended by a teacher's evaluator and approved by the Superintendent or designee shall be reimbursed 100% at the institution approved by the Superintendent or designee.
- iii. Undergraduate and graduate coursework approved by the Superintendent or designee shall be reimbursed 60% at Illinois state universities and 33.3% at other universities.

#### 5. Application for Reimbursement

- a. Courses shall be reimbursed in the next available accounts payable cycle upon submission of required online documents showing fee charges, a paid receipt, and evidence of successful completion of the course(s) taken.
- b. The annual allotment cycle for reimbursement shall be July 1 through June 30.
- c. Reimbursement requests shall be submitted online in a timely manner upon completion of course and receipt of transcript.
- d. Reimbursement shall not be construed as salary.

#### 6. Salary Advancement

- a. Employees must submit an official transcript and complete the current online process in order to be recognized for an educational increment salary increase. Such recognition shall be made twice a year, September 15 and February 15.
- b. Please refer to Article XIX Compensation for salary advancement.

**F. ESP Professional Growth Reimbursement**  
**See Article XX for Payroll Procedures**

1. Eligibility

Any ESP employee who has completed one year of employment in the District (and given a second-year contract, if applicable), shall be eligible for continuing education reimbursement, except when coursework/training is required by administration.

2. Pre-Approval Process

- a. To apply for coursework/training reimbursement, an employee shall follow the current online pre-approval process.
- b. Within two weeks of submission, the employee shall receive notification regarding the approval the coursework/training. If coursework/training is not approved, the notification will include an explanation.
- c. The employee shall sign, through the current online process, an agreement to repay tuition reimbursement if the employee does not return to the District the following year, unless the employee's employment has been involuntarily terminated due to a reduction in force or non-renewal prior to receipt of the reimbursement.

3. Eligible Reimbursement

a. Required Coursework/Training

When the administration requires an ESP to take a class/training, the ESP shall be reimbursed for tuition, mileage, and meals, provided the ESP submits evidence of successful completion of the class/training. Coursework/training required beyond the regular workday or workweek will be compensated at the employee's regular rate of pay or overtime if required.

b. Voluntary Coursework/Training

In recognition of professional learning needs and to reward personal initiative, the Superintendent or designee may approve full reimbursement for coursework/training proposed by an ESP, provided the ESP receives a grade of B or better, or presents other evidence of successful completion of the coursework/training.

4. Application for Reimbursement

- a. Courses shall be reimbursed in the next available accounts payable cycle upon submission online that includes fee charges, paid receipts and evidence of successful completion of course(s) taken.
- b. The annual allotment cycle for reimbursement shall be July 1 through June 30.
- c. Reimbursement requests shall be submitted online, in a timely manner upon completion of course and receipt of transcript.
- d. Reimbursement shall not be construed as salary.

5. Stipends for Approved Successful Coursework/Training Completion

- a. An ESP who successfully completes three (3) semester hours or forty-five (45) contact hours shall receive a one-time \$300 Stipend. Contact hours shall be defined as hours outside of the regular workday.
- b. An ESP who successfully completes with a grade of B or better an additional six (6) semester hours or ninety (90) contact hours shall receive a one-time \$500 stipend. The stipend is to be paid in the next payroll cycle following the notification of successful completion filed with the current online process.

## Article XI - Employee Evaluation

*The primary purpose of employee evaluation shall be to improve performance. The Board and Association affirm the administrative responsibility to provide clearly delineated job descriptions and performance expectations, open and direct constructive performance feedback on an ongoing basis, and positive assistance and reasonable timeframes to correct deficiencies. (Note: The italicized copy will not be subject to the grievance procedure.)*

### A. All Employees

#### 1. Responsibility

- a. The evaluation of employees is solely a function of the administration and Board.
- b. In no case shall an administrator discuss an employee's job performance or formal evaluation rating/ranking outcome with a bargaining unit member not authorized to participate in such discussions. In the event such conversations are substantiated, the employee may request of the Superintendent another evaluation be conducted; the request may include involvement of another administrator.

#### 2. Knowledge of Observations

- a. All formal evaluations of employees shall be conducted with the full knowledge of the employee. An employee shall be aware that his/her performance is considered to be under continuous observation during work hours.
- b. Unannounced observations are normal and may be properly included in the evaluation process, provided they are committed to writing and given to the employee within 10 employee workdays.
- c. Any evaluative feedback based upon a "walk-by" observation, including by a person other than the authorized evaluator, shall be shared with the employee within 10 workdays. Such feedback, if it is to become part of the formal evaluation outcome, shall include the date of the walk-by observation and the specifics observed.

#### 3. Notification of Evaluation Process

Within two (2) weeks of the beginning of each school year, employees will be informed of the procedures by which they will be evaluated, including the instrument(s), timelines, and the evaluator performing the evaluation. No evaluation, formal or informal, shall take place until such orientation has been completed.

#### 4. Uniformity of Evaluations

Evaluation criteria and procedures contained in the “RTSD 26 Teacher Evaluation Plan” and the “Evaluation of Educational Support Personnel” instrument shall be applied uniformly throughout the District. Deviations shall nullify an evaluation; another evaluation shall be initiated. Such deviations shall be considered a direct violation of this Agreement.

#### 5. Modification of Evaluation Plans

Any changes to the District’s evaluation plans for certified and non-certified employees shall be developed jointly, exclusive of the negotiation process, by a committee representing the RTEA, administration and Board. Changes shall be subject to ratification by the parties to the Agreement.

### **B. Teacher Evaluation**

#### 1. Evaluation Instrument

The Board, Administration and Association will continue to collaborate to develop a teacher evaluation plan consistent with the requirements of the Illinois School Code.

#### 2. Required Conferences

All written evaluations must be discussed with and signed electronically by the teacher. The teacher’s electronic signature shall signify receipt of the document, not necessarily agreement with its content.

#### 3. Right to Rebut

A teacher who disagrees with an evaluation or wishes to make a comment about the evaluation has the right to respond in writing. The response shall be attached to the evaluation report and shall be included in the teacher’s personnel file. A copy of the entire report, including all attached materials, shall be given to the teacher.

## C. ESP Evaluation

### 1. Timeline

- a. Evaluators of ESP shall evaluate non-probationary ESP annually.
- b. Evaluators of ESP shall evaluate probationary ESP at least twice during the probationary period.
  - i. The probationary period is defined as one year from the first workday duties are performed. For purposes of this Section, the term “one year” is defined by employee classification in Article IX, Section B.

### 2. Evaluation Process

- a. All formal evaluations shall be in writing, provided electronically, and shall conform to the philosophy and procedures of the District as contained in the “Evaluation of Educational Support Personnel” instrument.
  - i. The evaluation shall be based on direct observations of the employee’s work performance with consideration given to “formative” input from teachers, building administrators and supervisors.
  - ii. Direct observations shall be designated by dates and times noted on observation reports and evaluations.
  - iii. An ESP shall be responsible to only one Evaluator, who shall be designated in writing by the District to the employee.
  - iv. The non-probationary evaluation process shall include at least two evaluation conferences annually, one at mid-year no later than January 20 with written feedback in a timely manner and one at year-end.
  - v. The evaluation process shall include a summative evaluation conference occurring no later than 5 school days before the last day of school for 10 month employees and no later than 5 workdays before the end of the fiscal year for 12 month employees.
  - vi. The evaluator shall present the employee with a written or electronic copy of the evaluation outcome.
  - vii. The employee shall electronically sign the written evaluation document to signify receipt, not agreement with the contents therein.
  - viii. The evaluation document shall be placed in the employee’s personnel file.

### 3. Right to Rebut

The employee shall have the right to file a written response to the evaluation document. The rebuttal and any related materials will be placed in the employee's personnel file.

### 4. Remediation

- a. In the event a non-probationary employee receives an unsatisfactory rating, the employee and Association president shall be notified immediately. The evaluator and the employee shall meet to develop an improvement plan.
- b. The employee may request Association representation. The plan shall include measurable standards and shall be reasonable in duration so as to allow time to remediate the observed deficiencies.
- c. Upon completion of the remediation period, the employee and evaluator shall meet to discuss the outcomes of the remediation.

### 5. Dismissal of Probationary Employee

A probationary ESP may be discharged without recourse for performance reasons identified in the evaluation process contained in this Article. Additionally, a probationary ESP may be discharged for cause at any time during the probationary period.

## **Article XII - Professional Protection and Employee Safety**

*The Board and Association affirm a shared commitment to the creation and maintenance of a high-performance workplace. In such a workplace, it is incumbent employees be protected from undue professional harm or personal injury. The Board and Association share the right and the responsibility to address ineffective performance by any employee in accordance with the provisions of this Agreement and by statute. In no case shall behavior that demeans the self-worth of employees or unjustifiably jeopardizes their ability to earn a livelihood be tolerated.* (Note: The italicized copy is not subject to the grievance procedure.)

### **A. Professional Protection**

1. Protection Against Professional Jeopardy Due to Administration of Medication or Emergency Assistance
  - a. Only employees permitted by law to administer medication to students may be required to do so.
  - b. Employees who volunteer to administer medication shall be indemnified by the Board for proper administration of the medication.
  - c. Employees may provide medication in emergency situations.
  - d. To the extent possible, without violating student medical confidentiality, employees shall be notified of any allergies and other medical concerns of students under their supervision. When possible, such reports shall be issued prior to students reporting to class.
2. Protection Against Undue Disruption of an Effective Learning Environment

Upon request of an employee, the administration shall provide assistance and intervention for chronically disruptive students who adversely affect the creation and maintenance of an effective learning environment.

3. Protection Against Unjust Disciplinary Action

No employee shall be disciplined without just cause. Discipline includes, but is not limited to, warnings, reprimands, suspensions, reductions in rank, loss of professional advantage, and discharge. As appropriate, the District may initiate either remediation or progressive discipline.

a. Disciplinary Procedures

Prior to determining whether discipline is necessary, the employee will meet with the appropriate administrator and the employee's representative, if requested. The meeting shall take place in a timely manner. Except when circumstances otherwise dictate, the employee will be given at least twenty-four (24) hours written or electronic notice; the notice shall include the purpose of the meeting.

At the meeting, the employee will be told of the charge(s) and the evidence which may support the charge(s). The employee will be offered an opportunity to respond to the charge(s) and evidence. The employee will receive written or electronic notice of the administrator's decision regarding the charge(s).

b. Employee Representation

In the event an administrator requires an employee to attend a meeting that could result in disciplinary action, the employee shall be entitled to have an Association representative present. (Weingarten rights)

c. Evidence Restrictions

Evidence not previously made known to the employee in a timely manner prior to the notification of the demotion, discipline, or other involuntary change in the employment status shall not be used by the Board as a basis for its action. Such restrictions shall not apply to situations that involve criminal allegations.

d. Suspension

An employee may be suspended with pay, fringe benefits, and all other benefits provided by the Agreement, pending determination of any disciplinary action.

1. Protection Against Undisclosed Derogatory Material

a. Personnel Files

i. Conditions and Procedures for Placement of Materials

1. Only one official personnel file shall be recognized. The employee personnel file shall be maintained at the District Office in hard copy and/or electronic.
2. Any anecdotal file maintained by the administration at the building level shall not be considered an official personnel file. In order to be used in the evaluation or discipline of an employee, anecdotal material must be included in the employee's personnel file within thirty (30) workdays of the applicable event or occurrence.

3. Prior to any material being placed in the employee's file, a copy shall be provided to the employee. The employee shall acknowledge he/she has received any material by electronic signature.

- ii. Right to Respond

The employee shall have the right to respond to any material which is entered into his/her personnel file. The response must be provided within twenty (20) workdays of the employee's receipt of materials placed in the file. The response shall be included in the file.

- iii. Right to Examine

An employee shall have the right during normal central office working hours to examine his/her personnel file within twenty-four (24) hours of request. An employee shall have the right to request an Association representative examine his/her personnel file upon written/electronic release to the District.

- iv. Right to Reproduce Materials

Upon request, the employer shall reproduce any materials in the personnel file.

- b. Release of Information

The employer shall not divulge the contents of the personnel file, including disciplinary materials, to any person or party other than the employee except as follows:

- i. A School District employee in a need-to-know capacity;
- ii. The employee has specifically waived written notice as part of a written, signed employment application with another employer;
- iii. The disclosure is ordered to a party in a legal action or arbitration proceeding; or
- iv. The information is requested by a government agency as a result of a claim or complaint, or as a result of a criminal investigation.

2. Protection Against Unfounded Performance Complaints

- a. Any complaint about an employee shall be reported to the employee by the administrator receiving the complaint within five (5) employee workdays of receipt, if the complaint is to be included in the employee's file or used to adversely affect the employee.

- b. Complaints which are withdrawn, or shown to be false, shall not be included in the employee's personnel file nor utilized in any evaluation, assignment, or disciplinary/dismissal action against the employee.

## **B. Personal Safety**

### **1. District Safety Procedures**

#### **a. Notification**

Employees shall be provided a copy of the District's crisis intervention plan within the first two (2) weeks of the school year or the date of hire. This may be in written or electronic format. The administration shall review the plan annually with employees.

#### **b. District-wide Safety**

The District will maintain and publish a District and building emergency plan in conjunction with the Village of Mount Prospect. This may be in written or electronic format.

### **2. Protection Against Verbal/Physical Assault**

#### **a. Administrative Assistance**

Any verbal (transmitted face-to-face or electronically) or physical assault upon an employee arising from or in connection with the employee's duties shall be promptly reported to the administration. The Board, at the employee's request, shall render all reasonable assistance to the employee with the handling of the incident by law enforcement and judicial authorities.

#### **b. Reporting**

Upon receipt of a written complaint from any school personnel, the Superintendent shall report all incidents of battery committed to the local law enforcement authorities immediately after the occurrence of the attack and no later than three (3) days to the Department of State Police's Illinois Uniform Crime Reporting Program.

#### **c. Right to Use Reasonable Force**

Employees may use reasonable physical force with a student as is necessary to protect the student, themselves, or others, as well as to prevent damage to District property.

d. Disciplinary Hearings

Student disciplinary hearings shall be held during school hours if possible. An employee required to attend shall be released from duty without loss of pay or benefits.

3. Protection Against Hazardous Environmental Conditions

- a. An employee who becomes aware of a potentially unsafe or hazardous condition, such as mold or poor air quality, shall report the situation to his/her immediate supervisor immediately in writing as well as completing the current online process for work orders. The employee shall be notified in writing or electronically within one week of the administration's strategies to address the condition.
- b. Each work area shall be provided first-aid kits in accordance with OSHA regulations.
- c. Free voluntary Hepatitis B vaccinations shall be made available to those employees having a reasonable risk of occupational exposure. Any employee who feels at risk may request the vaccination.
- d. The administration will comply with and monitor OSHA rules on blood-borne pathogens, provide all staff with mandatory training and provide the OSHA handbook on blood-borne pathogens on the District website.
- e. An employee required to handle, store, take delivery of, or otherwise come into contact with chemicals shall be provided training on the proper handling, use, storage, and disposal of such chemicals.

## **Article XIII - Leaves**

### **A. Religious Leave**

Employees shall be entitled to a maximum of two (2) leave days annually for religious observances on days other than official school holidays. Such days shall be charged against either an employee's allowable sick leave or personal leave. Such days shall not accumulate.

### **B. Bereavement Leave**

Employees shall be entitled to two (2) bereavement leave days per death, annually for a member of the immediate family. Additional bereavement days may be taken from the affected employee's accumulated sick leave.

The Superintendent may approve up to two (2) bereavement days per death, annually, with full pay, for the death of someone outside the employee's immediate family but with whom the employee has had a close personal relationship.

### **C. Personal Leave**

1. Full-time salaried and hourly employees shall be entitled to four (4) personal leave days per school term at full pay.
2. Part-time hourly employees (those working less than 30 hours per week) employed as Lunch/Playground Supervisors shall be entitled to one (1) personal leave day per school term at full pay.
3. An employee requesting a personal leave day shall use the online attendance reporting system. The principal will approve or deny the personal leave request. The employee shall be notified of the leave request status.
4. Personal leave days shall be used for the purpose of conducting personal affairs which cannot be conducted on a non-school day.
5. Employees shall not request use of personal leave for days immediately preceding or following a legal holiday or school recess, except in the event of extenuating circumstances with the permission of the Superintendent.
6. Unused personal leave days will be added to sick leave days and shall be cumulative with sick leave to the maximum amount recognized for service credit by TRS or IMRF.

All full-time employees shall be eligible for the following incentive annually. The incentive shall be based on each employee’s normal work year. Additional sick leave days shall be added to each qualifying employee’s cumulative total:

Number of Personal Leave Days Used	Number of Additional Sick Leave Days Awarded
0	3
1	2

**D. Military Leave**

Military leaves will be granted to employees per applicable state and federal law.

**E. Jury Duty**

An employee shall experience no loss in pay or paid leave benefits because of jury duty or because the employee, pursuant to a subpoena issued by the clerk of the court and served upon the employee, attends as a witness upon a trial or to have his/her deposition taken in any employment-related matter pending in court. Employees required to appear for such jury duty, trial or deposition shall provide the immediate supervisor with a copy of the jury summons or the subpoena as soon as possible.

**F. Work-Related Accident or Injury Leave**

1. Absence due to any injury for which the employee is entitled to compensation under the Worker’s Compensation laws, the first three days shall not–be deducted from the employee’s accumulated sick leave. In such cases, the Board shall pay the employee full salary for thirty (30) days, less any amount received pursuant to the Worker’s Compensation laws.
2. For work-related absences beyond the thirty (30) days noted above, employees eligible for the worker’s compensation pay as a result of a job-related injury may exercise one (1) of the following compensation options:
  - a. Retain the worker’s compensation check from the District’s insurance carrier and receive payment from the District for one-third (1/3) of a day of available sick leave, less applicable deductions. Upon payment for such leave, the District shall deduct one-third (1/3) of a day of sick leave from the employee’s accumulated sick leave so long as the employee has sick leave available and subject to applicable deductions; or
  - b. Tender to the District the worker’s compensation check from the District insurance carrier. The District will then continue to pay the employee his/her full salary while deducting sick leave in one- third (1/3) day increments from the employee’s accumulated sick leave. Such full salary payment will continue so long as the

employee has sick leave available and will be subject to applicable deductions; or

- c. Retain the worker's compensation check from the District's insurance carrier without any further compensation from the District or deduction from accumulated sick leave.

**G. Sick Leave - Full Time Salaried and IMRF Eligible ESP's**

1. At the beginning of each work year, full-time employees shall be credited with sick leave days based upon the following formula:

<b>Years in District</b>	<b># of Sick Leave Days</b>
1 - 5	11
6 - 10	12
11 - 15	13
16 - 20	14
21 - 25	15
26 - 30	16
31+	17

Part-time salaried employees shall be credited on a pro-rata basis.

2. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or for birth, adoption, or placement for adoption. The Superintendent may require a physician's verification of illness in the event of extended or recurring sick leave requests.
3. All salaried employees and IMRF-eligible hourly employees may accrue sick leave up to the maximum amount recognized for service credit by TRS or IMRF.

All full-time employees shall be eligible for the following incentive annually. The incentive shall be based on each employee's normal work year. Additional sick leave days shall be added to each qualifying employee's cumulative total:

<b>Number of Sick Leave Days Used</b>	<b>Number of Additional Sick Leave Days Awarded</b>
0	4
1	2

**H. Sick Leave - Part Time Hourly Employees (those working less than 30 hours per week) Employed as Lunch/Playground Supervisors**

1. Part-time hourly employees (those working less than 30 hours per week) employed as Lunch/Playground Supervisors shall be credited with four (4) sick leave days at the beginning of each work year.
2. Following the conversion of any unused personal leave days to sick days, each part-time hourly employee employed as a Lunch/Playground Supervisor not eligible for IMRF benefits shall be paid a sum equivalent to his/her total daily rate (hourly rate multiplied by the normal hours worked per day) multiplied by the number of sick leave days available at the conclusion of the 2017-2018 work year.
3. Beginning with the 2018-2019 work year, part-time hourly employees employed as Lunch/Playground Supervisors that are not eligible for IMRF benefits shall qualify for the following incentive annually:

Number of Sick Leave Days Used	Number of Additional Sick Leave Days Awarded
0	4
1	2

4. Beginning with the 2018-2019 work year, following the conversion of unused personal leave to sick days and receipt of any incentive days, part-time hourly employees employed as Lunch/Playground Supervisors that are not eligible for IMRF benefits will be paid a sum equivalent to his/her total daily rate (hourly rate multiplied by the normal hours worked per day) multiplied by the number of sick leave days available at the conclusion of each work year.

**I. Extended Unpaid Leave**

A full-time employee may request an extended leave of absence for a period up to two years. Purposes for the leave may include, but are not limited to, the following: child bearing, child rearing, caring for aging parents, advanced study, public service, and exchange teaching programs. The specific length of the leave will be determined by mutual consent at the time of approval. If an employee intends to return at the beginning of the forthcoming school term, the Board shall be notified in writing no later than February 1. If the expiration date of the employee’s leave occurs prior to February 1, the employee must notify the Board at least 60 calendar days prior to the expiration of the leave if the employee intends to return during that school term. An employee who fails to return to work on the date scheduled shall forfeit any right of reemployment. An employee may return before the determined date by mutual agreement with the Superintendent. An employee may also request to extend the original length

of leave approved, so long as it does not exceed two years. An employee on an extended unpaid leave of absence shall have the option to continue participating in District insurance programs as his/her full expense if allowed by the carrier. An employee on extended unpaid leave shall not accrue seniority during the absence. The employee shall retain accrued sick leave, tenure and seniority. Upon return to employment, the employee will be reinstated at his/her salary prior to commencement of the leave and shall resume all previously accrued benefits. Upon return, the employee shall be placed in a position consistent with the employee's qualifications and/or certification.

#### **J. *Family Medical Leave Act (FMLA)***

The federal *Family Medical Leave Act* of 1993 provides leave rights to those who have been employed for at least twelve (12) months and who have worked 1,250 hours in the twelve month period prior to the leave starting date. Teachers are assumed to have worked at least 1,250 hours. An employee who meets these criteria shall be entitled to up to twelve (12) weeks of unpaid leave due to personal serious health condition, a serious health condition of a member of the employee's family, the birth of a child of the employee, or placement of a child with the employee in connection with adoption or foster care. This leave may be combined with other paid leave provisions, with the employer's approval. The leave may be taken intermittently over a twelve-month period and may be taken in increments as short as half a workday. Only those days when the employee would have normally been at work may be counted towards the sixty days of FMLA leave. The employee shall be entitled to all economic benefits of employment, except for salary, on the same basis as if the employee were not on leave. (For example, the employer contribution towards insurance will continue throughout the leave.) The employee shall be entitled to seniority, salary advancement, reemployment and participation in optional benefit programs. Leave under this article shall run concurrent with other leaves. The twelve-month period will be calculated using a 'rolling' twelve-month period measured backward from the date an employee uses or seeks to use any FMLA leave. An employee shall be reinstated to the position he/she held prior to commencement of the leave. The administration shall provide an online request process for family or medical leave that specifies the following:

1. that the employee is on leave pursuant to this article;
2. that the employee will return to continuous service;
3. the date upon which the employee will return to continuous service.

For more complete information, please contact the Superintendent's Office or access the Department of Labor website at [www.dol.gov](http://www.dol.gov).

#### **K. *Job-Sharing Leave***

Except as noted below, a full-time, non-probationary employee may, at the discretion of the Board, obtain a leave to participate in a District job-sharing arrangement. The application and proposed plan for a job-sharing leave must be approved by the immediate supervisor and submitted to the Superintendent in written or electronic format by February 1, preceding the school year for which the leave is requested.

A written or electronic disposition of the job-share request shall be provided to the applicants following the decision of the Board.

A job-sharing leave is restricted to one specific work year and may not be divided between two work years. At the employee's request, and at the Board's discretion, the leave may be extended.

The responsibilities of an assignment by two (2) job sharers may be divided according to a written plan designed by the participants, with the concurrence of the immediate supervisor. This plan shall include, but not be limited to:

1. job responsibilities,
2. substitution procedures,
3. schedule of work hours and/or days,
4. attendance at staff meetings, District meetings, parent conferences and field trips.

Job-sharing participants shall be paid according to experience/education earned the previous year. For the job-sharing period, salaries shall be prorated according to the time worked. Leave benefits, and TRS and IMRF contributions shall be prorated to full-time equivalency. Job share participants are eligible to continue insurance coverage under COBRA.

Employees in job-sharing positions may return to full-time positions only at the beginning of a work year, provided no later than February 1 they have notified the District in writing or electronically of their desire to return the forthcoming year.

Non-tenured teachers in their third and fourth years of employment are eligible for job-sharing leave, pursuant to the terms noted above. However, a non-tenured teacher may only job-share when his/her job-share partner is tenured. Additionally, a non-tenured teachers' participation in job-sharing shall constitute a break in service for purposes of tenure acquisition and a loss of tenure service credit accrued to the date of the job-sharing leave.

#### **L. Sabbatical Leave**

The Board may grant a sabbatical leave to teachers as outlined in the *School Code* of Illinois, Section 26-6.1.

## **Article XIV - Sick Leave Bank**

The Board of Education, in cooperation with the Association, shall establish a Sick Leave Bank on a voluntary basis. The Association shall administer the Sick Leave Bank and shall establish rules for the implementation of the Bank. The Association shall provide to the District Business Office the names of participating members and the subsequent charges against the Bank. The Association agrees to hold harmless the Board for any claim, damages, or legal actions pursuant to this Section.

## **Article XV - Reduction in Force**

### **A. Reduction in Force (RIF) Parameters**

#### 1. Definition

A reduction in force (RIF) shall be defined as any action by the Board to decrease the number of teachers or ESP employees or to discontinue a particular teacher or ESP service. Any legislative change to the *School Code* definition of reduction in force shall be incorporated into this Agreement. For the purpose of this Agreement, the terms “honorably dismissed” and “reduced in force” shall be used interchangeably.

#### 2. Notification of Board Intent

Should the Board anticipate a reduction in force, the Association shall be given written notice not less than sixty (60) calendar days preceding the effective date of the reduction. Such notice shall contain the positions to be eliminated and the employees to be reduced in force, if then known.

#### 3. Negotiations with the Association

The Board shall negotiate the decision and impact of any reduction in force with the Association.

### **B. Dismissal/Layoff Procedure**

In the event of a reduction in force of teachers, the Board shall follow the requirements of the Illinois School Code.

#### 1. ESP Layoff Sequence

ESP employees shall be honorably dismissed based upon District seniority as provided below.

#### 2. Seniority Provisions

##### a. Definition

Seniority shall mean the actual number of years employed in the District.

##### b. Calculation

Seniority shall normally be expressed in terms of school years, provided a teacher has worked at least 120 days during a particular school year. ESP employees not employed on a full-time basis during a school year shall receive proportional partial credit for days of actual full-time employment. Part-time employees shall have their

seniority calculated based upon full-time equivalency. No credit for seniority shall be given when a teacher is serving as a substitute teacher. A break in service shall affect an employee's seniority date; the first workday upon return shall be used to calculate District service credit. An employee who terminated his/her employment with the District and then later returned shall receive seniority credit only from his/her most recent date of employment. Employees on a Board-approved leave of absence are subject to this Article; such employees shall not lose seniority earned prior to the leave, but shall not earn seniority service credit for the time on leave. Ties in seniority shall be broken in the following order: hiring date, years of previous public school experience, or casting of lots.

c. Seniority by ESP Classification

For purposes of this Agreement, each ESP bargaining unit employee shall accrue seniority rights within one of the following bargaining unit classifications:

- i. Maintenance/Custodial/Driver
- ii. Secretary
- iii. Lunchroom/Playground Supervisor
- iv. Field Support Specialist
- v. Tech/Maintenance
- vi. Kitchen Staff
- vii. Building Nurses
- viii. Building Health Clerk
- ix. Teacher Assistants (General)
- x. Teacher Assistants (Bi-lingual)
- xi. Teacher Assistants (Special Education)

The employee with the shorter amount of District seniority within his/her respective job classification shall be dismissed first, provided the more senior employee is qualified, as defined by the job description, to assume the position vacated by the less senior employee. –For purposes of implementing this provision, an employee's seniority rights shall be those earned in the classification of position held at the time the reduction in force occurs. However, an employee who has District work experience outside the affected category at the time of the reduction in force shall be credited with up to five (5) years of such District experience in the implementation of this provision.

For employees in categories vii - ix, total seniority shall be calculated as all years of experience employed in the district as a Teacher Assistant. In the event a Teacher Assistant moves to a new Teacher Assistant category, all District seniority will be transferred.

d. Publication of Seniority Lists

The Board, in consultation with the Association, shall publish seniority lists for teacher and support professionals 75 calendar days prior to the end of the school year. The lists shall contain the following information for each employee: name, seniority date, and years in the district. The ESP seniority list shall be provided by the employee classifications contained in this Article.

e. Employee Responsibility to Provide Data

It shall be the employee's responsibility to ensure the accuracy of the individualized information on the seniority list and to report changes in a timely manner.

**C. Recall Procedures**

In the event of a recall, the Board shall follow the requirements of the Illinois School Code.

1. Recall Notification

Eligible employees shall receive notice of recall from the administration by certified mail and personal contact when possible.

2. Employee Contact Information

It shall be the responsibility of employees on the recall lists to supply the administration with current address and phone number information. This responsibility includes providing additional contact information for periods when an employee may not be available at his/her primary residence due to travel, etc.

3. Employee Response to Recall Notice

Upon receipt of a recall notice, an employee shall notify the District as soon as possible as to his/her intent to accept/decline the available position. An employee who fails to respond to a recall notice within fifteen (15) days of the postal service return receipt date shall relinquish recall rights and seniority, except in the event of extreme extenuating circumstances such as incapacitation.

A laid-off employee who receives notification shall have the right to decline the available position. The employee shall then be considered for the next available position for which he/she is qualified. An employee who declines two positions shall be considered as having tendered his/her resignation from the District. Acceptance or refusal of a temporary or part-time position will not affect the recall rights of an employee to a full time position.

#### 4. Employee Availability

An employee who accepts a position for which he/she has received recall notice shall have up to twenty (20) calendar days from the postal service return receipt date to report for duty. If necessary, the Board shall fill the position on a temporary basis until the date of availability of the laid-off employee.

#### 5. Temporary or Part-time Positions

Temporary or part-time positions will first be offered to employees with recall rights in the same order as for permanent positions.

#### 6. Priority Status for Substituting

An honorably dismissed employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority.

### **D. Employee Benefits**

#### 1. Protection of Benefits

An honorably dismissed employee who is recalled for service shall be entitled to all benefits effective at the time of his/her layoff, including, their appropriate salary, unused accumulated sick leave, and seniority.

#### 2. Insurance

A ten-month employee who receives notice of honorable dismissal for the upcoming school year within thirty (30) days of the close of the current school year shall be entitled to full insurance benefits through August 31.

The Board shall provide full insurance benefits for two months, effective from the date of dismissal, to any twelve-month employee who is reduced in force or to any ten-month employee who is reduced in force before the end of the school term.

#### 3. New Employee Freeze

In no case shall the Board hire new employees while there are laid-off employees on a recall list who are qualified for vacant or newly created positions.

## **Article XVI - Voluntary Teacher Retirement Benefit**

### **A. Eligibility**

This voluntary retirement benefit shall be available to teachers who meet all of the following eligibility criteria:

1. Achieved at least fifteen (15) years of seniority, on the seniority list in District 26 at the time of retirement;
2. Filed for retirement with TRS; and
3. Recognized by TRS as being at least age 55 as of the date of retirement.
4. If a teacher can retire in 2021, he/she must retire in or before 2021 to access the benefit. The notice must be filed by October 1, 2018 if he/she wants to access 3 years of salary increases.
5. If a teacher needs to reach 2022 to retire, he/she must retire in 2022 to access the benefit. Notice must be filed by February 1, 2019 if he/she wants to access 3 years of salary increases.
6. If a teacher needs to reach 2023 to retire, he/she must retire in 2023 to access this benefit. The notice must be filed by February 1, 2020 if he/she wants to access 3 years of salary increases.

### **B. Filing Notice of Intent to Retire**

A teacher wishing to retire during the term of this Agreement must provide an irrevocable notice of intent to retire to the Superintendent by:

1. October 1 of 2018 to access the benefit during the 18-19 school year
2. February 1 of any subsequent year of this Agreement to access the benefit the following school year.

Such notice must indicate whether the teacher will retire at the end of the 2018-19, 2019-20, 2020-21, or 2021-22 school year. In no case shall a teacher retire later than June 30, 2023 under the provisions of this Agreement.

A teacher wishing to retire the same year he/she gives notice is eligible for the lump sum payment and health insurance portions of the retirement benefit. An irrevocable notice of intent to retire must be submitted to the Superintendent during the year he/she wants to retire by February 1 of any year of this Agreement.

Notwithstanding any other provision of this Section, the employee will be allowed to revoke a notice of intent to retire in the following, and only the following, circumstances:

1. Death of a spouse;
2. Serious illness of employee or spouse; or
3. Employee's loss of anticipated post-retirement employment.

In the event an employee revokes his/her notice, all benefits received by the employee under this retirement program must be reimbursed to the District prior to the expiration of this collective bargaining agreement, or as otherwise mutually agreed. Such reimbursement will be through payroll deduction, unless otherwise mutually agreed. The employee will be returned to the salary placement consistent with the employee's education and experience at the time of the revocation.

### **C. Participation Limitation**

In any year, the Board may limit the number of retirees to 10% of those eligible. Any such limitation shall be on the basis of seniority, as determined by the District's seniority list published annually.

### **D. Duration**

Access to the entire voluntary retirement benefit set forth in this Article shall sunset at the conclusion of the 2018-2022 Collective Bargaining Agreement subject to the provisions of paragraph B. Receipt of these voluntary retirement benefits will cease at the end of the 2022-23 school year. A teacher shall be entitled to the benefits included in the negotiated agreement in effect at the time a notice of intent to retire is submitted. A teacher who elects to retire under any of the provisions herein shall not be entitled to receive any benefits under any retirement benefit negotiated in a successor agreement.

### **E. Voluntary Retirement Benefit**

Each teacher eligible to receive the voluntary retirement benefit shall receive:

1. A lump sum payout of \$500 per year of service paid after retirement.
2. Placement on alternative compensation schedule.
  - a. Salary increase of 5% over the previous year's individual base salary (not including extra duty, stipends, or reimbursements) for a maximum of 3 years.
3. Post-Retirement Health Insurance Benefit
  - a. The District shall authorize TRS to direct bill the District for post-retirement insurance coverage through the Teachers' Retirement Insurance Program (TRIP) equivalent to the TRIP single HMO premium for a period of five (5) consecutive years or until the retiree becomes Medicare eligible, whichever occurs first.
  - b. A retired teacher who opts to participate in an alternative health insurance plan shall receive monthly reimbursements—for the lesser of the monthly premium or the TRIP single HMO premium after providing to the District proof of payment for such alternative coverage.

- c. Eligibility for post-retirement health insurance shall mean that the retiree participates in TRIP or approved alternative insurance coverage immediately upon retirement.
- d. A teacher who opts for alternative coverage upon retirement shall not be permitted to return to TRIP coverage paid by the District at a future date.
- e. A teacher who remains in the District's health insurance plan pursuant to the employee's COBRA rights will receive no reimbursement and will be responsible for paying the full cost of the District plan COBRA premium.

**F. Same-year Notice of Intent to Retire**

With the exception of teachers who submit a notice of intent to retire at the end of the 18-19 school year by October 1, 2018, a teacher who notifies the Superintendent he/she intends to retire at the end of the school year in which the notice of intent is served must do so by February 1 of that school year. The teacher shall receive only the full retirement lump sum payout and the post retirement health insurance benefit. The payout shall be paid no later than thirty (30) days after the employee's last regular paycheck and last day of employment.

## **Article XVII - Voluntary ESP Retirement Benefit and Service Benefit**

### **A. Eligibility**

The District retirement benefit and service benefit shall be available to any full-time or part-time Educational Support Professional (ESP) who meets all of the following eligibility criteria:

1. Completed at least fifteen (15) consecutive years of District 26 employment and
2. Reached the age of fifty-five (55) by the date of retirement and
3. Filed a Notice of Intent to Retire.

### **B. Duration**

Access to the ESP voluntary retirement or service benefit set forth in this Article shall sunset at the conclusion of the 2018-2022 Collective Bargaining Agreement. An ESP shall be entitled to the benefits included in the negotiated agreement in effect at the time a notice of intent to retire is submitted. An ESP who elects to retire under any of the provisions herein shall not be entitled to receive any benefits under any retirement benefit negotiated in a successor agreement.

In the case of a major life event, the employee may request, through the Superintendent for final consideration by the Board, abbreviated notice and payout periods.

### **C. ESP Voluntary Retirement Benefit**

If an ESP is eligible to retire with IMRF, he/she must file for retirement with IMRF.

#### **Filing Notice of Intent to Retire**

An ESP wishing to retire during the term of this Agreement must provide an irrevocable notice of intent to retire to the Superintendent by:

1. October 1 of 2018 to access the benefit during the 18-19 school year
2. February 1 of any subsequent year of this Agreement to access the benefit the following year.

Such notice must indicate whether the ESP will retire at the end of the 2018-19, 2019-20, 2020-21, or 2021-22 school year. In no case shall an ESP retire later than June 30, 2022 under the provisions of this Agreement.

Notwithstanding any other provision of this Section, the ESP will be allowed to revoke a notice of intent to retire in the following, and only the following, circumstances:

1. Death of a spouse;
2. Serious illness of employee or spouse; or

3. Employee's loss of anticipated post-retirement employment.

In the event an ESP revokes his/her notice, all benefits received by the ESP under this retirement benefit must be reimbursed to the District prior to the expiration of this collective bargaining agreement, or as otherwise mutually agreed. Such reimbursement will be through payroll deduction, unless otherwise mutually agreed. The ESP will be returned to the wage consistent with the employee's position based on the current Agreement.

#### **D. Benefit**

1. Placement on alternative compensation schedule

Wage increase of 5% over the individual's previous year's hourly wage (not including extra duty, stipends, or reimbursements) for a maximum of 3 years.

2. Unused Accumulated Sick Leave Payout

- a. No sooner than 40 calendar days after retirement, the employee will be compensated at his/her final hourly rate of pay for unused accumulated sick leave, not to exceed one hundred (100) days, for those days not used for Illinois Municipal Retirement Fund (IMRF) service credit.

- b. Upon the death of a retiree receiving the sick leave payout, the unpaid portion of that payment shall be due and payable to his/her designated beneficiary within ninety (90) days of notification to the District.

3. Post-Retirement Health Insurance

For an ESP enrolled in the District insurance program at the time he/she files a notice of intent to retire, the Board will pay 50% of the Board insurance premium contribution for the applicable individual coverage for twenty-four (24) months following the employee's retirement until Medicare eligible.

With the exception of ESPs who submit a notice of intent to retire at the end of the 18-19 school year by October 1, 2018, an ESP who notifies the Superintendent he/she intends to retire at the end of the school year in which the notice of intent is served must do so by February 1 of that school year. The ESP shall receive only the unused accumulated sick leave payout and the post retirement health insurance benefit.

## **E. Voluntary ESP Service Benefit**

If an ESP is not eligible to retire with IMRF, he/she may access the following service benefit.

### **1. Wage-Based Service Benefit**

In exchange for filing a notice of intent to retire one year in advance, an ESP will receive a service benefit equivalent to 100% of his/her total final year's wages. The service benefit shall be payable in the employee's final paycheck.

## Article XVIII - Insurance

### A. Insurance Program Overview

As detailed in this Agreement, the Board shall provide the following insurance program: comprehensive major medical (PPO/HMO/Managed Care Options), life, accidental death and dismemberment, long-term disability, dental, and general liability.

#### 1. Eligibility

An employee who works thirty (30) or more hours per week on a regular, full-time basis shall be eligible to participate in the insurance plans offered, except that the only PPO option offered to employees hired after December 31, 2014 will be the HSA-PPO Medical Plan.

An employee who waives participation in the comprehensive major medical program shall be eligible to participate in remaining programs.

#### 2. Insurance Year

The insurance coverage year shall be July 1 through June 30. Ten-month employees shall receive annual coverage, with premiums deducted over 21 pay periods from August 31 to June 30.

#### 3. Enrollment

Open enrollment shall be conducted annually during May. The open enrollment notice to employees shall include the following information for the forthcoming year: premium rates, employee/Board premium contributions, and benefits changes, if any.

Enrollment changes outside the month of May will be subject to major life change provisions of the insurance carrier and applicable state and federal laws.

#### 4. Flexible Benefit Plan

As permitted under Section 125 of the *Internal Revenue Code*, full-time employees may voluntarily participate in the flexible benefit plan that includes premium conversion, a health care flexible spending account, and a dependent care flexible spending account. Details of the Flexible Benefit Plan are controlled by the plan document that legally governs the operations of the plan.

## 5. Insurance/Benefits Committee

### a. Responsibilities

The responsibilities of the joint Insurance/Benefits Committee shall include, but not be limited to, the following: monitoring/containing costs, selecting carriers, assessing delivery of services by carriers, researching industry-wide trends, and providing educational programs for insurance participants.

The Committee will investigate wellness screening, and determine the timing and implementation of an incentive for participation in wellness screening.

If the premiums for the District health insurance plan will result in an excise tax as a “Cadillac” insurance plan under the Patient Protection and Affordable Care Act (“PPACA”), the Committee will make insurance plan design changes to reduce the cost of the health insurance plans below the “Cadillac” threshold set by the PPACA to prevent the imposition of the excise tax. The Committee will also investigate alternative options for avoiding the excise tax.

### b. Authority

The Insurance/Benefits Committee shall have the authority to make recommendations regarding insurance cost containment, including plan redesign during the life of this Agreement. Such recommendations shall be subject to ratification by RTEA and the Board.

### c. Composition

The Insurance/Benefits Committee shall be composed of support staff, two teachers per building, a special subject teacher, one RTEA representative, two administrators, and a representative from the Board. Consultants, including District staff assigned to oversee employee benefits, may participate as non-voting members.

### d. Meetings

The Insurance/Benefits Committee shall meet at least quarterly. The committee shall select a chair that will be responsible for publishing an agenda. The committee shall select a member to take and publish minutes.

### e. EBC Participation

The Superintendent shall select the District representative to attend annual pre-renewal and renewal meetings of the Educational Benefits Cooperative. The RTEA president/designee shall attend the meetings as a non-voting member.

6. Plan Specifications/Benefits

Unless modified as provided for herein, the plan specifications for the life of this Agreement shall be as follows, except that the only PPO option offered to employees hired after December 31, 2014 will be the HSA-PPO Medical Plan:

1. Comprehensive Major Medical - including a PPO and HMO option
2. Dental Insurance
3. Life Insurance/Accidental Death and Dismemberment - \$50,000 per full-time employee benefit
4. Long Term Disability

Additional information including provider details and contact information is available in the online employee portal.

7. General Liability

The Board shall purchase general liability insurance which protects individuals employed by the Board against acts of alleged negligence committed in connection with their duties.

8. Secondary Automobile Coverage

Any employee who uses a personal automobile while on school business shall maintain at the employee's or the owner's expense a primary liability insurance policy indemnifying against bodily injury and property damage. Also, the Board has secondary insurance for personal automobile use. Each such policy shall cover any valid and collectible claim for bodily injury and property damage made against the District or the employee if the employee incurs any such liability while using a personal automobile on school business.

**B. Vision-Related Reimbursement**

The Board shall reimburse annually up to \$75 per employee for vision-related expenses.

**C. Premium Contribution Levels**

1. The Board will pay up to the following amounts annually for the cost of comprehensive major medical (PPO or HMO plan offered) dental, life, accidental death and dismemberment, and long-term disability insurance for each eligible employee:

<b>Maximum Board Contribution 2018-2022</b>	
Single Plan	\$10,965

Family Plan	\$15,090
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Except as noted below, any cost for the plan selected, above the maximum Board contribution above, will be the sole responsibility of the employee. Likewise, in the event the actual cost of the plan selected is less than the maximum Board contribution above, the Board shall be responsible for contributing the actual cost of the plan selected.

In addition, the Board will contribute to the HSA savings account of each employee selecting this plan. The Board contribution will be \$500 for single or \$1,000 for family.

For the 2018-2019, 2019-2020, 2020-2021, and 2021-2022 school years, the maximum Board contribution listed above will increase as follows:

<b>Increase in Premium Over Previous Year</b>	<b>Additional Board Contribution to Cost of Plan</b>
More than 10% up to 15%	Board pays actual increase up to a maximum amount of \$500
More than 15%	Board pays actual increase up to maximum of \$1,000

The additional Board contribution listed above will apply to the plan selected by the employee. Any cost for the plan selected above the maximum and additional Board contributions listed above shall be the sole responsibility of the employee.

For an employee who chooses not to participate in the annual wellness screening, the Board contribution will be reduced by 5% of the elected single major medical insurance premium.

2. The obligation of the Board to pay insurance premiums shall terminate at the end of the month:
  - a. For an employee who voluntarily terminates employment, or
  - b. When the employment of an individual is terminated by the Board for any reason other than a reduction in force.

## Article XIX - Compensation

### A. Teacher

#### 1. Salary

Each year, teachers will receive the increase set forth below over their salary for the prior school year.

2018-19	2019-20	2020-21	2021-22
\$2,000	\$2,400	\$2,300	\$2,300

A teacher must work one-hundred and twenty (120) days in the prior school year to receive the increase set forth above.

#### 2. Salary Placement

- a. Salaries for newly hired teachers will be matched to similarly situated teachers, according to experience and educational attainment.
- b. At the time of employment, a teacher may be awarded a maximum of ten (10) years of experience credit for service performed outside the District.
- c. Experience credit shall be calculated as follows:
  - i. one year of credit for each year of service up to four,
  - ii. and then one year of credit for each two years of experience beyond.
- d. Such experience must have been gained in a recognized school, under State certification, and must be full teaching years.
- e. For example, a teacher who is hired by the District after having been employed for eight (8) full teaching years at a recognized, State-certified school would receive experience credit of six (6) years, four years for the first four taught and two years for the remaining four.

#### 3. Educational Attainment Increases

- a. Teachers who attain a Master's Degree will receive a one-time salary increase of \$5,000.

- b. After receiving a Master's Degree, teachers are eligible to receive a one-time salary increase of \$2,000 for each completion of 15 additional graduate credit hours beyond their Master's Degree up to 45 credit hours (i.e., \$2,000 for 15 credits, an additional \$2,000 for 30 credits and an additional \$2,000 for 45 graduate credit hours beyond a Master's Degree).
  - c. Teachers are only eligible to receive the salary increase for each level of educational attainment once (e.g., if a Teacher attains a Master's degree and receives the \$5,000 MA salary increase, the Teacher will not receive another \$5,000 salary increase for attaining an additional Master's degree).
  - d. Recognition of educational increments shall be made twice a year on September 15 and February 15.
  - e. Teachers will not receive more than one educational attainment salary increase per school year (July 1–June 30).
4. Teachers' Retirement System Remittance ([www.trs.state.il.us](http://www.trs.state.il.us))

The Board shall remit, for each teacher, the total amount due such teacher pursuant to the relevant negotiated salary of this Agreement to the Teachers' Retirement System to be applied to the retirement account of such teacher (rather than the survivor's annuity account). It is the intent of the parties by this Agreement to qualify these teacher contributions as employer payments under Section 414(h) of the *Internal Revenue Code*. Teachers shall have no right or claim to the fund so remitted except as they may subsequently become available upon retirement or resignation from the TRS.

5. Authorized Deductions

The balance of the amount due each teacher pursuant to such negotiated salary shall be payable to the teacher as salary in installments as otherwise provided herein, provided the Board shall deduct there from all moneys as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all amounts required to be paid to the TRS for the account of such teacher in addition to those set forth in this article.

6. Final Payment

Any balance in the Board's contractual salary due to a teacher not returning to the District shall be paid by the last day of the fiscal year.

## 7. Stipends

### a. Extraordinary Class Size

Full-time teachers who are regularly assigned to classrooms with more than thirty-three (33) students shall receive the following additional compensation:

Elementary teachers shall receive \$100 each month for each student in excess of 33.

Middle school teachers shall receive \$16.66 each month for each student in excess of 33 in each class section.

Compensation shall be prorated on a daily basis for student attendance days for the months of August and June, and in the event a student is enrolled for less than the entire month.

### b. Internal Substitution

Whenever a teacher is required to teach another teacher's class for an entire period, the teacher shall be paid at the rate of \$30.00 per hour taught.

### c. Additional Teaching Period (Middle School)

A teacher who agrees or is assigned to teach an additional seventh period in lieu of a preparation period shall be compensated by using the teacher's daily rate of pay divided by the total number of classes taught per day (6) multiplied by the total number of student days of the additional period assignment.

### d. Psychologists and Social Workers

Upon approval of the Superintendent or designee, District psychologists and social workers who are assigned special education case management responsibilities and who function as administrative designees on a regular basis shall be paid \$500 per school year.

### e. Extended Day stipends - see *Exhibit 3*.

## **B. Educational Support Professionals**

### 1. Wage Increases

- a. The wage increases for all ESPs, except for teaching assistants in the 2018-2019 school year, shall be as set forth below and shall become effective on July 1st each year of this contract.

2018-19	3.3%
2019-20	3.3%
2020-21	3.0%
2021-22	3.0%

b. For the 2018-2019 school year, teaching assistants will receive a 6% wage increase in place of the 3.3%.

2. Wage Placement

The base hourly wage for all newly hired ESP employees shall be according to the ESP Employee base compensation schedule. See *Exhibit 1*. No more than three (3) years of previous experience will be considered to determine the hourly wage for newly hired ESP employees.

3. Longevity

A lump sum of \$1,000 shall be made payable upon achieving fifteen (15) years of seniority and every year thereafter.

**Note:** For those who have achieved at least ten (10) years of seniority at the end of the 2017-18 school year, a lump sum of \$800 shall be made payable upon achieving ten (10) years of seniority and every year thereafter, until the ESP has achieved fifteen (15) years of seniority.

4. Illinois Municipal Retirement Fund ([www.imrf.org](http://www.imrf.org))

The Board, as required by Illinois law, shall participate in the Illinois Municipal Retirement Fund for all ESP who work six hundred (600) or more hours annually.

ESP who do not work six hundred (600) hours per year do not participate in IMRF. The employee contribution to IMRF includes a disability insurance benefit in addition to the retirement pension plan.

5. Social Security

ESP shall participate in Social Security, as required by law.

**C. Extra Duty**

1. Procedure for Extra Duty Application and Assignment

Individuals wishing to apply for an extra duty assignment should follow the current online process. Instructions and a timeline for Extra Duty applications and assignments

will be made available to staff every May.

## 2. Compensation

Extra-duty assignments will be compensated at \$26.00 / hour for the duration of this Agreement.

Compensation for extra-duty positions created during the life of this Agreement shall be determined on an as-needed basis, and in accordance with Board approved recommendations of the Joint Extra Duty Committee.

Amounts will apply to individual positions.

In cases where more than one person is hired for a position, each person shall be compensated on a pro-rated basis.

When an extra-duty assignment is not completed as approved, it will be compensated on a pro-rated basis. Events that cannot be rescheduled shall not be prorated.

When a substitute is required for an extra-duty assignment, it will be the responsibility of the unavailable bargaining unit member to compensate the substitute. Such compensation may include an exchange of substitute services.

Compensation to supervisors of boys' and girls' activities shall be equal. Opportunities for participation for both boys and girls shall be equal.

## 3. Filling of Existing Extra-duty Assignments

The filling of extra-duty positions and the administration of the extra-duty program shall be the responsibility of the building principal. It is understood that not all positions will necessarily be filled.

Extra duty will be voluntary.

Extra-duty assignments shall be posted in each building.

Assignments shall be offered to as many qualified applicants as possible. Bargaining unit members in the buildings where the extra-duty assignment exists shall be given first consideration in filling the position. If not all positions are filled by the building bargaining unit members, the positions shall be posted in the other buildings before being filled by non-District employees.

If possible, bargaining unit members will be notified of their next year's extra-duty position(s) prior to the end of the school year.

#### 4. Application Process for New Extra-duty Position

Individuals seeking to create a new extra-duty position shall follow the current online process.

#### 5. Joint Extra-Duty Committee

##### a. Composition

The Extra Duty Committee shall be composed of five (5) representatives chosen by the Association President and three Administration Representatives chosen by the Superintendent.

##### b. Meetings

The Committee will meet twice each school year. The first meeting will occur before November 1 and the second meeting will occur before May 1. Additional meetings may be called as necessary. At committee meetings, the following topics will be discussed:

- i. Review extra duty proposals or requests for a review of compensation for a certain position; and/or
- ii. Review, prior to implementation, any administration proposed changes in extra duty budget/allocations.
- iii. Review annually the process for application to create new positions.

##### c. Committee Authority

The Committee has the authority to make recommendations to the Superintendent and Association President regarding all matters brought before the committee. The Superintendent and Association President have the authority to:

- i. Request further information or consideration by the committee relative to any recommendation(s) or
- ii. Reject the recommendation(s) with an explanation for such decision; or
- iii. Accept the recommendation(s) and advance the same to the Board of Education for Consideration.
- iv. In the event the Superintendent and the Association president cannot agree on a recommendation, each may submit his/her recommendation for Board consideration.

The decision on whether to offer any extra duty position(s) and/or accept committee recommendations rests solely with the Board of Education.

## **Article XX - Payroll Procedures**

### **A. Payroll Calendars**

1. By July 1, the District will post to the employee portal a payroll calendar for the forthcoming work year.
2. By July 1, the District will post to the employee portal workday and paid holiday calendars for 10 month and 12 month ESP staff for the forthcoming work year.

### **B. Payroll Schedule**

1. Payroll direct deposits shall be posted on the 15<sup>th</sup> and the last business day of the month. If a regular pay date during the school term falls on a non-business day, employees shall receive pay on the business day prior to such date.
2. A ten-month employee may elect to receive his or her salary over ten (10) or twelve (12) months during the annual open enrollment period for the forthcoming work year.

### **C. Overtime Pay**

1. Overtime pay, as outlined in Article IX ESP Working Conditions, shall be paid in compliance with federal and state statutes/regulations.
2. An employee shall receive overtime pay in the next payroll following completion and approval of the online process in accordance with the payroll schedule.

### **D. Extra-Duty Pay**

Extra-duty pay shall be requested and submitted through the current online process.

1. Fixed-rate stipends shall be payable by one of the following options:

- a. Lump Sum

The employee may elect to receive a lump-sum payment for duties performed at the completion of the extra duty.

- b. Prorated

Employees performing duties for fixed-rate stipends may elect to receive the stipend amount through equal installments of the regular payroll beginning with the October 15th payroll and ending with the May 15th payroll.

## 2. Hourly Stipends

Employees shall complete the current online process in accordance with payroll procedures for hourly stipends. The hourly stipends shall be paid with the payroll period in which the online form was received, according to the payroll schedule.

## **E. Longevity Pay**

Longevity payments shall be made on the last pay of the school year following completion of such seniority. Such longevity payments shall not be affected by an employee's intent to retire the following year.

## **F. Reimbursement**

### 1. Graduate Coursework Reimbursement

A reimbursement check shall be issued in the next possible accounts payable run upon submission of the following four items to the Superintendent or designee through the current online process.

- a. A receipt, cancelled check, or charge slip indicating payment of tuition;
- b. An itemized tuition bill;
- c. A schedule showing the term of the class; and
- d. An official transcript or grade report indicating a grade of "B" or better. Textbooks and fees shall not be considered tuition. For additional information, refer to Article X, Professional Learning.

### 2. ESP Professional Growth Reimbursement

Upon submitting evidence of successful completion of Coursework, and/or activities as outlined in Article X, Professional Learning, an ESP shall be reimbursed in the next accounts payable run and released to the employee following approval by the Board of Education. For additional information, refer to Article X, Professional Learning.

### 3. Special Expenditures Reimbursement

Coaches, club sponsors, and chaperones required to attend activities outside the normal school day and outside school boundaries shall be reimbursed for the following: mileage (at the IRS rate), travel expenses, and reasonable pre-approved meal expenses. Receipts are to be submitted to the building administrator/supervisor using the current online process. Payment shall be made in the next accounts payable run and released to the employee following approval by the Board of Education.

#### 4. Professional Leave Reimbursement

Reimbursement for pre-approved professional leave shall include mileage (at the IRS rate), travel expenses, and reasonable pre-approved meal expenses. Receipts are to be submitted to the building administrator/supervisor using the current online process. Payment shall be made in the next accounts payable run and released to the employee following approval by the Board of Education.

#### 5. Traveling Employee Expense Reimbursement

Receipts are to be submitted to the “home school” administrator/supervisor using the current online process. Payment shall be paid in the next accounts payable run and released to the employee following approval by the Board of Education.

#### 6. Uniform Reimbursement

Reimbursement for pre-approved uniform replacement, submitted by the end of the fiscal year, as outlined in Article IX, ESP Working Conditions, shall be made in the next accounts payable run following online submission and approval of the required reimbursement forms.

### **G. Extraordinary Class Size Compensation**

A teacher whose class size meets the definition of “extraordinary class size,” as set forth in Article VIII, Teacher Working Conditions, shall be compensated a pro-rated amount in each regular paycheck.

### **H. Payroll Deductions**

#### 1. General Deductions

Upon appropriate written or electronic authorization, the Board shall deduct from the salary of any employee and make appropriate remittance for the following: annuities (upon receipt of the signed salary reduction agreement), credit union (upon receipt of signed Credit Union Form), savings bonds, United Way Fund, Insurance, pension, taxes, or any other plans or programs jointly negotiated by the Association and Board and any deductions required by law.

#### 2. Payroll Adjustments

Deductions from wages or final compensation shall be made in accordance with the *Illinois Wage Payment and Collection Act*.

### 3. Association-related Deductions

#### a. Membership Dues

The Board shall deduct Association membership dues each pay period between October 15th and May 15th upon receipt of Association certification of employee authorization. Deductions for those employed at the start of the school year shall be made for authorizations received or on file by September 15<sup>th</sup> of each year.

Deductions for employees hired after the school year has started shall commence in the pay period following receipt of the authorization. The authorization shall remain in effect from year to year, except that the employee may revoke it by notifying the Association between September 1 and September 15 of any year. The Association deduction amounts shall remain in effect until the following school year. Dues deduction privileges shall automatically be terminated when and if it has been established that there has been a violation of this Agreement by the Association to refuse to render full and complete service in the District.

#### b. Transmittal of Membership Dues

With respect to all sums deducted by the Board pursuant to authorization of the employee for membership dues, the Board shall remit promptly to the Association treasurer all monies deducted for Association, NEA, and IEA dues. Such remittance shall be accompanied by an alphabetical list of employees for whom such deductions have been made and shall include changes in personnel.

#### c. Fair Share Fee Deductions

- i. It is recognized the Association's duties as the sole and exclusive bargaining agent entail expenses for collective bargaining and contract administration that appropriately are shared by all employees who are beneficiaries of this Agreement. To this end, if an employee does not join the Association or execute a dues deduction authorization by September 15<sup>th</sup> or within two weeks of beginning employment after the school year has commenced, the Board shall deduct the fair share fee in equal payments in the same manner as dues are deducted as specified above.

- ii. In the event of legal action brought against the Board in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1. The Board gives immediate notice of such action in writing to the Association and permits the Association to intervene as a party if it so desires; and
  - 2. The Board gives full and complete cooperation to the Association and its counsel in securing the giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- iii. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's non-negligent compliance with this Article. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
- iv. Any employee objecting to the fair share fee based upon bona fide religious tenets or teaching of a church or religious body of which such employee is a member shall pay an amount equal to the fair share fee to a non-religious charitable organization. Such organization shall be mutually agreed upon by the employee and the Association, or in the absence of such an agreement, to an organization on the approved list of charitable organizations established by the Illinois Educational Labor Relations Board.
- v. The fair share payment shall be deducted by the Board from the earnings of the non-member employees and paid to the exclusive representative. The amount certified by the exclusive representative shall not include any fees for contributions related to the election of support of any candidate for political office.

## Article XXI - Duration and Acceptance of Agreement

This revised contract shall be in full force and effect from July 1, 2018, and shall continue in effect until June 30, 2022.

This Agreement is hereby approved by the  
River Trails Education Association

Linda Moric

President, River Trails Education Association

Christine Golko

Secretary, River Trails Education Association

This Agreement is hereby approved by the  
Board of Education, School District 26

Paul R. Hunt

President, Board of Education

William Kump

Secretary, Board of Education

## **Memorandum of Agreement**

The Board and the RTEA agree to the following medical insurance plan design changes:

- Effective beginning with the 2018-2019 insurance plan year:
  - o The HSA PPO Medical Plan deductible will increase to \$2,000 for single and \$4,000 for family with out-of-pocket expenses increasing to \$4,000 for single and \$8,000 for family.

## Exhibit 1 – ESP Employee Base Compensation Schedule

<b>Position</b>	<b>Rate</b>	<b>Note</b>
Building Nurse	\$17.50	Negotiable based on qualifications (RN or LPN) and experience
Building Secretary	\$17.00	
Custodian	\$15.00	
Maintenance	\$19.00	Negotiable based on qualifications and experience
Field Support Specialist	\$17.00	Negotiable based on qualifications and experience
Tech/Maintenance	\$19.00	Negotiable based on qualifications and experience
Kitchen	\$15.00	
Lunch/playground	\$12.00	
Teacher Assistant	\$15.00	

## Exhibit 2 - Extra Duty Schedule

Hourly rate \$26.00			
Hourly	positions	hours	per position
Lunch Room Supervisor - EL	6	71	\$1,846
Lunch Duty-MS	9	88	\$2,288
Intramural Supervisor - MS	15	10	\$260
Computer Lab-MS	4	32	\$832
Mini Clubs - MS	5	6	\$156
Mini Clubs - EL	30	6	\$156
Event Supervisor MS	80	2	\$52
Sat. Events MS	170	1	\$26
Family Education EL	42	2	\$52

  

Non Supervisory A		Non Supervisory B		Non Supervisory C		Non Supervisory D		Non Supervisory E	
\$468		\$676		\$1,144		\$1,950		\$3,900	
Ambassador - MS	1	Accelerated Reader - EL	2	BPST - EL	12	Team Leader - Core-MS	3	Web Master-EL	2
SIT Team - EL	16	School Store-MS	1	BPST - MS	6	School Store-EL	2	Web Master-MS	1
SIT Team - MS	5	Team Leader-Encore - MS	1	Team Leader - Gr. Level-EL	12			Athletic Director - MS	1
Winter Carnival - MS	2	Team Leader - Specials - EL	2	Team Leader - SpEd - EL	2				
		Team Leader- SpEd - MS	1						
<b>Music A</b>		<b>Music B</b>		<b>Music C</b>		<b>Sports A</b>		<b>Sports B</b>	
\$468		\$1,404		\$2,340		\$2,600		\$3,640	
Pep Band-MS	1	Advanced Strings	1	Orchestra Activity - MS	1	Volleyball-MS Boys	2	Volleyball-MS Girls	2
8th Chorus-MS	1	Bucket Band - Advanced - MS	1	Band Activity - MS	1	Cross Country-MS	4	Basketball-MS	4
Music Concerts - EL	2	Bucket Band - Beginning -MS	1	Chorus Activity - MS	1			Track and Field-MS	4
		Jazz Band	1					Wrestling - MS	2
		Steel Drum Band	1					Poms - MS	2
		Chorus-EL	2						
<b>Clubs A</b>		<b>Clubs B</b>		<b>Clubs C</b>		<b>Clubs D</b>			
\$390		\$520		\$780		\$1,144			
Hispanic Heritage - EL	2	Cheerleading - EL	2	Chess Club MS	1	Art Club MS	1		
Birding Club - Euclid	1	ELL Club - MS	1	Math Club - MS	1	STEAM Club - MS	2		
Volleyball Club - IG	1	Green Garden Club - IG	1	French Club-MS	1				
Tech Sports Club - MS	1			Drama Club-MS	1				
Fitness Club - MS	1			Life Skills Club-MS	1				
TBD Year 3 - EL	2			Science Club-MS	1				
				Social Club-MS	1				
				Spanish Club-MS	1				
				Media Club - MS	1				
				Chess Club - Elem	1				
				Art Club - EL	2				
				STEAM Club 2 & 3	2				
				STEAM Club 4 & 5	2				
<b>Activity A</b>		<b>Activity B</b>		<b>Activity C</b>		<b>Activity D</b>		<b>Activity E</b>	
\$780		\$1,040		54 \$1,404		\$1,950		\$3,640	
V-Show-MS	1	Intramurals-EL	6	Newspaper-MS	2	Newscasters - MS	1	Yearbook-MS	2
Talent Show - EL	2	Safety Patrol-EL	2	NJHS - MS	2	Fine Arts Production-MS	3		
				Builders Club-MS	2				
				K-Kids-EL	4				
				Student Activity Council-MS	3				

### Exhibit 3 - Extended Day

**Paid at the Extra Duty Rate of \$26 / hour**

TYPE	EXAMPLES	PAY
Field Trips that Extend past the school day	<ul style="list-style-type: none"> <li>● Outdoor Ed</li> <li>● Springfield</li> </ul>	Nurses are paid at their hourly rate; O.T. after 40 hours. Staff will be paid at the hourly extra duty rate.
Overnight Trips	<ul style="list-style-type: none"> <li>● Washington DC</li> <li>● State Sports Competitions</li> <li>● Poms Camp</li> </ul>	5 hours of the extra duty rate for each night.
Family Education	<ul style="list-style-type: none"> <li>● Grover Nights</li> <li>● Family Curriculum Night</li> </ul>	Nurses are paid at their hourly rate. Staff will be paid at the hourly extra duty rate. Paid for 2 hours minimum.
Saturday Events	<ul style="list-style-type: none"> <li>● Sports Competitions</li> <li>● Music Competitions</li> <li>● Music Performances</li> <li>● Art Shows</li> </ul>	Nurses are paid at their hourly rate; O.T. after 40 hours. Staff will be paid at the hourly extra duty rate. Maximum 6 hours per event.
Music Accompaniment	<ul style="list-style-type: none"> <li>● Concerts</li> <li>● Contests</li> </ul>	Extra duty rate. Paid for 3 hours minimum.
Professional Learning	<ul style="list-style-type: none"> <li>● Summer</li> <li>● Outside of School day</li> </ul>	Extra duty rate. Maximum hours identified per project.
PASS and other School Based Stipends	<ul style="list-style-type: none"> <li>● Outside of School day</li> </ul>	Extra duty rate. Maximum hours identified per project.

New Types can be added upon agreement of the RTEA and administration.

**EXTENDED DAY**  
**Curriculum Rate - \$30**

TYPE	EXAMPLES	PAY
Staff Development Presenter	<ul style="list-style-type: none"> <li>● Present at Institute</li> <li>● Present in Summer</li> <li>● Present Outside of school day</li> </ul>	If during the school day, paid 2 hours at the curriculum rate for every 1 hour of presentation. If outside of school day, 3 hours the curriculum rate for every 1 hour of presentation.
Curriculum Work	<ul style="list-style-type: none"> <li>● Summer</li> <li>● Outside of School day</li> </ul>	Curriculum rate. Maximum hours identified per project.
Tutoring	Homebound	Curriculum Rate. Maximum hours identified per week.
Summer Programs	<ul style="list-style-type: none"> <li>● ESY</li> <li>● TIGER</li> <li>● Train Like a Chief</li> </ul>	Curriculum rate

New Types can be added upon agreement of the RTEA and administration.  
 Curriculum work must be approved by the Assistant Superintendent of Curriculum and Instruction.

### Voluntary Events

TYPE	EXAMPLES	PAY
Voluntary Events	<ul style="list-style-type: none"> <li>● PTC Events</li> <li>● Fundraisers</li> <li>● Audience member at sports or arts events</li> </ul>	No Pay for Any Staff

New Types can be added upon agreement of the RTEA and administration.

### Translation Services

TYPE	EXAMPLES	PAY
Translation	<ul style="list-style-type: none"> <li>● Written</li> <li>● Oral</li> </ul>	<ul style="list-style-type: none"> <li>● Extra duty rate for verbal</li> <li>● Curriculum rate for written</li> <li>● Only for hours outside of regular work day.</li> </ul>

### Internal Substitution

TYPE	EXAMPLES	PAY
Internal Substitute	Teach another teacher's class for an entire period	Teacher - \$30.00/hour Teacher Assistant - \$8 an hour in addition to hourly rate