

## **Article I – Recognition and Scope**

### **1.01 Recognition**

The Board of Education of Field Community Consolidated School District, District #3, Texico, Illinois, hereinafter referred to as the “Board” or “Employer” or “District” recognized the Field Teachers Association, IEA-NEA, hereinafter referred to as “Association” or “Teachers” or “Employees” as the sole and exclusive negotiation representative for all regularly employed full-time and part-time certified teachers who work 0.5 or more school day. Excluded from the bargaining unit are the Superintendent, Principal, temporary and/or short-term professionals, and any other employees hired hereafter as supervisory, confidential or managerial employee as defined by the Illinois Educational Labor Relations Act. The terms “Association”, “Teacher”, or “Employee” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as determined above.

### **1.02 General Principle of Negotiations**

The purpose of this recognition is a mutual agreement between the parties to negotiate in a good faith effort.

“Good faith effort” is defined as the mutual responsibility of the Association and the Board to deal with each other openly and fairly and endeavor to reach agreement on items being negotiated. It does not imply that either party will agree with, or accept, the other party’s proposals, or be compelled to reach agreement on specific topics.

## **Article II – Negotiations Procedure**

### **2.01 Representation**

Each party shall select its own representatives, along with designating its own spokesperson.

### **2.02 Commencement of Negotiations**

Negotiations shall not commence prior to March 1<sup>st</sup> in the school year in which this Agreement terminates unless both parties agree to an alternate date. Negotiation sessions shall be closed meetings.

### **2.03 Authority**

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.

## **2.04 Agreements**

During negotiations, agreed upon material shall be prepared for the Board and the Association negotiating teams and initialed prior to the adjournment of the meeting.

## **2.05 Impasse**

It is agreed that the parties, after 45 days before the first day of school, will jointly request the service of a mediator if either party to this Agreement declares impasse. The parties may select the services of the Federal Mediation and Conciliation Service (FMCS) or other appropriate mediator. In the event that the parties cannot agree upon a private mediator, the Illinois Educational Labor Relations Board shall be notified with a mediator to be selected in accordance with its rules and regulations if either party has not requested the FMCS.

## **2.06 Ratification**

When the Association and Board reach final agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted first to the membership of the Association and then the Board for ratification, if the Association has already ratified the new Agreement.

# **Article III – Board Authority**

## **3.01 Board Authority**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibility conferred upon and vested in it by the statutes and Constitution of the State of Illinois and the United States, along with decisional law by the courts, provided that such rights and responsibilities shall be exercised in conformity with the provisions of the Agreement and the rules and regulations of the Illinois Educational Labor Relations Act. All powers, rights, authority and responsibilities not included in this Agreement are reserved for the Board.

## **3.02 Professional Concerns Committee**

During the months of September, November, January, March and May, the Superintendent and Principal, along with two (2) representatives from the Board on a rotating basis, shall meet at mutually agreed upon times and places with the President of the Association and two (2) members of the Association on a rotating basis. The purpose of the Committee is to discuss working conditions and/or educational issues that relate to the teaching staff, other than grievances. The Superintendent and President of the Association can mutually agree to schedule additional meetings as they are needed.

The Association President and the Superintendent shall submit to each other recommended items to be on the agenda at least three (3) working days prior to the

scheduled meeting. The Superintendent shall prepare the agenda for distribution 24 hours prior to the meeting. The printed agenda may include items from both parties, with discussion occurring on an alternating basis between Association and Administration agenda items. The agenda will be distributed to the members of the Committee, prior to each meeting, with all Board members being provided a copy.

The Superintendent shall be the chairperson for the Committee. The Superintendent's Office shall be responsible for maintaining minutes of all meetings. Upon finalizing the minutes from each meeting, copies will be distributed to the members of the Committee, teaching staff and Board of Education.

Issues placed on the agenda of the Committee by either party are not subject to grievance-arbitration. In addition, direction and/or recommendations by the Committee shall not be subject to grievance-arbitration.

## **Article IV – Association Rights**

### **4.01 Professional Teaching Personnel**

Teachers have the right to join, or not to join, any organization for their professional or economic improvement.

### **4.02 Information to Association**

The Superintendent shall provide to the Association President one copy of the Board's monthly meeting packet excluding confidential materials, but including agenda, approved minutes of regular and special meetings (except executive and/or closed sessions), annual budget, and annual financial report at no cost to the Association.

### **4.03 Use of School Building by Association**

The Association shall have the right to use the school building immediately before or after the normal arrival and departure time for the staff for Association meetings on dates not in conflict with the school schedule. Such use of the building will be scheduled with the Superintendent. If the meetings require custodial service to accommodate the Association, the Association will reimburse the Board for the cost of the same within thirty (30) days of receiving an invoice.

### **4.04 Communications by the Association**

The Association shall have the right to post notices of activities and matter of Association concern on a designated bulletin board in the faculty lounge. The Association may use teacher "mail boxes" for communications of Association business, with copies of all general materials being given to the Superintendent at the time of distribution.

#### **4.05 Use of Equipment by Association**

The Association may use a copying machine and a computer with internet access provided such equipment is not being utilized for educational and/or school business activities. The use of additional equipment shall be at the discretion of the Superintendent. The final decision-making authority on the use of all equipment shall be coordinated by the Superintendent. The Association shall reimburse the District for the cost of all consumable supplies and pay \$0.05 per page.

#### **4.06 Right of Representation**

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

#### **4.07 Association Leave**

In the event the Association desires to send representatives to local, state, or national conferences, these representatives may be excused without loss of salary providing the Association reimburses the District on the basis of the daily substitute rate for each day used and written permission for such leave had been approved by the Superintendent. As a guideline, all written requests must be submitted at least ten (10) school days prior to the date(s) indicated in the leave request. The maximum number of days for the Association that may be approved each school year shall be five (5). The Superintendent retains the prerogative to restrict the number of teachers on specific dates if the absences will cause a disruption to the educational program.

### **Article V – Association Dues Deduction**

#### **5.01 Authorization of Dues Deduction**

Any teacher who is a member of the Association may sign and deliver to the Board Office an assignment authorizing continuous deduction of Association dues. The Association shall notify the Office in writing of the total amount of annual or monthly dues. Such written authorization and assignment shall continue in effect unless canceled by the originating teacher. The assignment may be canceled between August 15 and September 15 of any year by written notice to the District and the Association.

#### **5.02 Monthly Deductions**

The Board will deduct dues beginning in September and continuing through June each year.

#### **5.03 Remittance to Association**

The Board shall remit monthly to the Treasurer of the Association the total amount of money deducted for the month. A remittance schedule will be established by the Office and transmitted to the Association.

#### **5.04 Non-Grievability**

The Association agrees that the provisions of this Article are not subject to the grievance procedure contained in this Agreement.

### **Article VI – Grievance Procedure**

#### **6.01 Definitions**

6.01.1 Grievance – Any claim by a teacher that there has been an alleged violation, misinterpretation, or misapplication of this Agreement. The Association may use the grievance procedure for Association related matters.

6.01.2 Days – All time limits shall consist of teacher work days, except when a grievance is submitted of fewer than ten (10) days before the close of the school year, time limits shall consist of Monday through Friday (except official State holidays).

#### **6.02 Procedures**

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

6.02.1 Step 1 – An alleged grievance must be filed in writing on a grievance form within twenty (20) days of the occurrence of the event. The grievance shall state the provision(s) of the Agreement allegedly violated and the remedy requested.

The grievance shall be filed with the teacher's immediate supervisor. The immediate supervisor shall arrange a meeting to take place within ten (10) days of the receipt of the grievance. The Association's representative, the grievant, immediately involved supervisor and/or other appropriate representatives from the Administration may be present for the meeting. The supervisor shall provide the aggrieved teacher with a written decision to the grievance within ten (10) days of the meeting, with a copy being sent to the Association President.

6.02.2 Step 2 – If the alleged grievance is not resolved in Step One, then the aggrieved may refer the grievance to the Superintendent or his/her official designee within ten (10) days of the receipt of the Step One decision. The Superintendent or his/her official designee shall arrange for a meeting with the aggrieved to take place within ten (10) days of the receipt of the appeal. Each party shall have the right to include in its presentation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have ten (10) days in which to provide his/her written decision to the grievant, with a copy being sent to the Association President.

6.02.3 Step 3 – If the grievance is not resolved in Step Two, the grievant may refer the grievance to the Board of Education within ten (10) days of receipt of the Step Two decision. The President of the Board shall arrange for a meeting to take place within thirty (30) days of receiving the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop the pertinent facts to the grievance. Upon conclusion of the hearing, the President of the Board shall have ten (10) days in which to provide a written decision to the grievant including the reason(s) for the decision, with a copy being sent to the Association President.

6.02.4 Step 4 – If the grievance is not resolved at Step Three, the grievant and Association jointly may submit the grievance to final and binding arbitration within thirty (30) days of the Step Three response. The American Arbitration Association shall be requested to submit a list of nine (9) arbitrators from which the parties shall select an arbitrator by striking the list, with the Board having the first opportunity to eliminate a name. If either party is dissatisfied with the list sent by the AAA, prior to striking the list, another list can be requested.

6.02.4.1 Each party shall bear the full cost of its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.

6.02.4.2 If either party requests a transcript of the proceedings, that party shall bear full costs for the transcript. If both parties order a transcript the cost of two (2) transcripts shall be divided equally between the parties. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the parties.

6.02.4.3 Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator, which has not previously been disclosed to the other party during previous steps.

6.02.4.4 The arbitrator shall have no power to nullify, alter, amend and/or add to the terms of this Agreement. The arbitrator's authority shall be limited to deciding the grievance filed at the Step One level. The arbitrator's decision must be based on the language of this Agreement.

### **6.03 Rights of Grievant**

Nothing contained herein shall be construed as limiting the right of a teacher to have a grievance adjusted without the intervention of the Association provided the Association had been given the opportunity to be present at such adjustment.

### **6.04 Representation**

Teachers have the right to request Association representation at any step of the Grievance Procedure.

### **6.05 Bypass to Superintendent**

If the grievant and the Superintendent agree, Step One of the Grievance Procedure may be bypassed and the grievance brought directly to Step Two.

#### **6.06 Class Grievance**

Class grievances involving one or more teachers or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Grievant at Step Two.

#### **6.07 Grievant and Association Cooperation**

The grievant and Association shall not interrupt the instructional and regular duties of the teachers within the District in the investigation of any alleged grievance.

#### **6.08 Released Time / Step One and Two**

Should attendance at a grievance hearing require that a teacher or an Association representative be released from his/her regular assignment as determined by the Administration, he/she shall be released without loss of pay or benefits. It is understood that such grievance hearings shall normally be held beyond the regular school day.

#### **6.09 Hearings at Steps Three and Four**

All Step Three and Step Four hearings will be scheduled by mutual agreement as to the date, time and location of such hearing.

#### **6.10 Timeliness by Grievant**

If the grievant fails to act on a grievance within the specified time limits at any step, the grievance shall expire.

#### **6.11 Timeliness by Administration/Board**

If written response from the Administration/Board is not received within the specified time limit, the grievance may be appealed to the next step. District time limits begin on the work day next following the day of receipt of the grievance or the last day for the response to the grievance.

#### **6.12 Exclusion of Remedies**

In the event a member of the bargaining unit commences a proceeding in any state or federal court or administrative agency against the Board and/or Administration charging the Board and/or Administration with an alleged violation of this Agreement, such remedy shall be exclusive and the said members shall be barred from invoking and proceeding with any remedy by this Grievance Procedure while the alleged violation is pending before any state or federal court or administrative agency. While the alleged

grievance is pending before the court or administrative agency, the grievance procedure time limits shall be held in abeyance.

### **6.13 No Reprisals**

No reprisals of any kind shall be taken by the Association or the Board against any teacher because of his/her participation or lack of participation in a grievance.

### **6.14 Extension of Time Limits**

An extension of time limits may be mutually agreed upon by the parties beyond the initiation timelines. A written notation of the end of time extension should be made, signed by both parties and dated.

### **6.15 Grievance Form**

Grievances shall be presented in writing on a Grievance Form for the sake of clarity and uniformity. A copy of a mutually acceptable grievance form shall be in the Appendix of the Agreement.

## **Article VII – Teacher Evaluation Procedures**

### **7.01 Review of Procedures**

At the commencement of each school year, the Superintendent and/or building principal shall advise the teachers in the building of the evaluation procedures and instruments. New teachers hired during the school year shall also be advised of the evaluation procedures.

### **7.02 Informal Observations**

Teachers may be informally observed by the Superintendent and/or the building principal without advance notice to the teacher. If the informal observation shall be used as part of an evaluation, it shall be reduced to writing and discussed with the teacher within ten (10) work days after the observation.

### **7.03 Pre-observation Conference**

Prior to conducting any formal observations the Superintendent and/or building principal shall conduct a pre-observation conference which may include a review of evaluative criteria, and the teacher's course of study, lesson objectives, methods, classroom records and other pertinent information. Formal observation shall be scheduled with the knowledge of the teachers. Each formal observation shall be the length of an entire lesson.

### **7.04 Formal Evaluations**

Tenured teachers shall be entitled to at least one formal evaluation every two (2) years. Non-tenured or probationary teachers shall be entitled to at least one formal evaluation each year. These evaluations will be completed seventy-five (75) days before the school year ends. The format of the evaluation instrument will be given to each teacher at the beginning of each school year and shall be consistent for all teachers.

### **7.05 Post-evaluation Procedures**

All evaluations shall be reduced to writing and a copy given to the teacher as soon as practical, with ten (10) work days being the guideline. Within ten (10) work days of receiving the evaluation a conference will be held between the teacher and supervisor (evaluator) to review the evaluation and provide specific recommendations covering improvements if weaknesses are identified. If the teacher disagrees with the content of the evaluation, he/she may submit a written response within ten (10) work days of the conference, with the response being attached to the evaluation.

### **7.06 Evaluation**

During the life of the Collective Bargaining Agreement between the parties, any proposed changes to the District Evaluation Plan shall be submitted to a joint committee of three (3) FTA members selected by the FTA and the superintendent, principal, and one (1) representative from the Board of Education. The chairperson shall convene the committee at the start of each school year. If the committee determines that changes need to be made to the District Evaluation Plan the committee will meet to make the necessary changes.

## **Article VIII – Personnel File**

### **8.01 Identification of Permanent Personnel File**

Only one official permanent file shall be maintained by the District, which shall be located in the Superintendent's Office. It is understood between the parties that the administrators retain the prerogative to maintain their own informal working personnel files. However, any materials to be used in a disciplinary situation must be placed in the official permanent personnel file.

### **8.02 Right to Examine File**

Each teacher shall have the right to review the contents of his/her permanent file, except confidential materials as defined by the Personnel Records Act Chapter 48, Section 2010, upon making a written request at least two (2) working days in advance whenever possible. When the permanent personnel file is reviewed in the Superintendent's Office, a representative of the Superintendent's Office will be present and the employee may designate an Association representative to inspect the file at the same time. The teacher may not be permitted to remove any materials from the file.

### **8.03 Right to Respond to Materials in File**

Teachers will be provided a copy of any material placed in their permanent personnel file, other than confidential material as defined in 8.02. Within fifteen (15) work days following the date any material is entered into the teacher's permanent personnel file, the teacher shall have the right to respond and his/her response shall be attached to the file. A copy of the response will be provided to the immediate supervisor.

### **8.04 Right to Reproduce Materials in File**

Upon written request by a teacher, the Superintendent's Office will reproduce additional copies of any materials from his/her permanent personnel file, except confidential material as defined in 8.02. The teacher shall reimburse the District at the rate not to exceed \$0.05 per page.

## **Article IX – Tenured Teacher Discipline-Dismissal**

### **9.01 Procedure**

Discipline or dismissal (other than by reduction in force) of any tenured teacher shall be preceded by:

- 9.01.1 A conference with the teacher by the appropriate administrator prior to taking any action.
- 9.01.2 A statement of reason(s) for the action to the teacher.
- 9.01.3 A review of the teacher's personnel file with the teacher and his/her representative if the teacher so chooses.

In an emergency situation, such as alleged criminal activity or other behavior that could be perceived as being potentially harmful to students, as determined by the Superintendent or Board of Education, a teacher may be temporarily removed for up to five (5) work days pending compliance with 1 through 3 above. When a teacher is removed from the classroom the President of the Association will be informed by the Superintendent as soon as practical, along with preserving a teacher's right to meeting before the Board in executive session.

### **9.02 Representation**

In the event an administrator requires a teacher to attend a meeting for the purpose of placing a teacher on remediation or disciplining said teacher, the teacher, upon request, may have an Association representative present. Whenever possible, the teacher will be given prior notice of the meeting.

## Article X – Reduction in Force / Seniority and Employment

### 10.01 Notice

The Board shall notify, in writing, the Association when a reduction is to be made in the number of total certified teacher personnel employed. “Teaching personnel” as used in this Article means a teacher. The written notice shall be provided to the Association in February.

### 10.02 Procedure

If removal or dismissal results from a decision of the Board to decrease the number of teachers employed by the Board, such removals or dismissals will be accomplished in accordance with Section 24-12 of the Illinois School Code and the requirements contained in Illinois State Board of Education Document I.

10.02.1 Definition of Seniority – Seniority (length of continuing service) means the total period of continuous uninterrupted full-time employment in a position, which is within the bargaining unit (as defined in Article I herein) or an Administrator in the District who has been on exclusive contract from year to year. Less than full-time service shall be counted pro-rata. Continuous service begins on the first day of work performed and continues if there is not a break in service. The following employment, when it interrupts full-time employment status, shall not constitute a break in service for seniority purposes, but time spent in such status will not be counted towards seniority:

- a. Non-bargaining unit work, except as otherwise provided in the first paragraph under Seniority.
- b. Employment for summer school, evening school, or other temporary positions (this does not mean temporary assignment to a position which is in the bargaining unit).

If two or more teachers otherwise have equal seniority and one or more is to be honorably dismissed, seniority order shall be determined by, in order:

- a. Total teaching experience as indicated on the teacher’s service record;
- b. Highest degree earned;
- c. Most credit hours beyond the degree;
- d. Superintendent, with objective rationale being provided on decision.

**Items a-d above, only apply to Group 3 and Group 4 of the RIF/Recall Category List.**

10.02.2 Loss of Seniority and Employment Rights in the District – Teachers shall lose their seniority and employment rights under the following conditions:

- a. Resignation;
- b. Termination;
- c. Retirement;
- d. Being on layoff status beyond the School Code requirements;
- e. Not fulfilling notification requirements when on an approved leave of absence (Article XII, Section 6).

### **10.03 Teacher Leave of Absence**

Teachers who have entered upon contractual continued service and who are on an approved leave of absence shall be subject to the foregoing reduction in force procedures.

### **10.04 Seniority List**

The Board shall provide the Association with a seniority list, indicating the teacher's name, date of employment, and years and months of continuous service categorized by each area of certification, no later than February 1 of each year.

### **10.05 Recall**

Any teacher whose active employment has been terminated pursuant to the reduction in force procedure as outlined in this Article shall have recall rights as follows:

- 10.05.1 If the Board has any vacancies within one (1) calendar year from the beginning of the following school term, the positions shall be offered to the teachers so honorably dismissed by appropriate resolutions if they are legally qualified to hold such position.
- 10.05.2 Teachers shall be eligible for recall in reverse order of termination if they are legally qualified to hold the open position(s).
- 10.05.3 All teachers removed or dismissed according to the intent of this Article have the responsibility of keeping the Superintendent's Office informed as to their current status and address.
- 10.05.4 If a decision is made to recall a teacher, the affected teacher shall have seven(7) business days in which to respond, with the timelines beginning on the date the notification was sent by certified mail to the teacher. A copy of this Article will be attached to the certified letter.
- 10.05.5 Any teacher who fails to respond to a position by a proper notice will be placed at the bottom of the recall list as it exists at the time of such failure to respond. However, a teacher shall have a one-time opportunity to retain his/her position on the recall list, and the Board will offer the position to the next most senior legally qualified. If a teacher elects to be passed over once, he/she must give written notice to the Board within the seven (7) business day period described above.

10.05.6 Teachers are required to inform the Superintendent's Office of any change in their qualification after the date of their termination. At that time, teachers will be considered for recall for any vacant position in that area of qualification consistent with 10.05.2 above.

10.05.7 A recalled teacher shall be reinstated with no loss of seniority, tenure rights, accumulated sick leave, or salary schedule position.

10.05.8 Teachers laid off pursuant to this Article shall be eligible to be placed on the daily substitute list and/or be available for temporary/part-time employment. It remains the responsibility of said teachers to inform the Superintendent or his designee, in writing, of their availability. Employment in any of these positions will not affect their recall rights.

10.05.9 Any teacher who is laid off pursuant to this Article may continue in health/major medical plan at his/her own expense. It will be the responsibility of each teacher to contact the Superintendent's Office to make the appropriate arrangements.

### **10.06 Reduction in Force List (RIF)**

The administration shall provide a RIF list to the Association President no later than seventy-five (75) calendar days prior to the end of the school year. The administration must notify teachers of their category groupings by this time.

All reductions in the number of teachers shall be made based on the RIF groupings in accordance with School Code.

## **Article XI – Working Conditions**

### **11.01 Workday**

As a general guideline, the employee workday shall not exceed eight (8) hours including lunch period, but excluding days on which there are scheduled faculty meetings. Teachers shall also be required to attend evening parent-teacher conferences, open houses and graduation. The Superintendent shall consult with teachers as to hours and obligations of their positions for the forthcoming school year in May of each year including the scheduling of parent-teacher conferences. The final decision as to the final hours and the obligations of the teachers shall remain with the Board of Education.

### **11.02 Parent-Teacher Conferences**

A parent-teacher conference will be held the week following the first quarter and then as requested as deemed necessary by both parent and teacher. The teaching staff will have input into the time sequence and date of the conference prior to the Board making the final decision. This one conference day shall be scheduled on the calendar in lieu of one institute day if approved by the State.

### **11.03 Duty Free Lunch**

Every teacher shall be provided a duty-free lunch period equal to the regular local school lunch period but not less than thirty (30) minutes in each school day.

### **11.04 School Calendar / Extended School Term / Summer School**

11.04.01 In the event the Board decides to extend the regular school term beyond 185 days, the rate of daily pay for each employee shall be 1/185 of the employee's annual scheduled rate of pay for each day of extended work required. The only exceptions shall be teachers new to the District and teachers on remediation.

11.04.2 In the event the Board employs a teacher for summer school employment, the teacher shall be paid at the rate of \$25.00 per contact hour.

### **11.05 Grades**

Employees shall maintain the right and responsibility to determine grades and other evaluations of students, and no grades or evaluations shall be changed without the Employee's input prior to the decision being made by the Administration.

## **Article XII – Leaves**

### **12.01 General Sick Leave**

12.01.1 A teacher shall have thirteen (13) full days of sick leave. Such leave shall accumulate to a maximum of three hundred forty (340) days if not used.

12.01.2 Sick leave shall be interpreted to mean personal illness, pregnancy and related conditions of disability, quarantine at home, serious illness or death in the immediate family or household, birth, adoption or placement for adoption. In cases of serious illness or death, "immediate family" shall be at the discretion of the Superintendent or his/her designee. The Board may require a physician's certificate as a basis for pay during leave after an absence of three days.

12.01.3 Teachers will have the daily cost of a substitute deducted from their paycheck for days used for cases of serious illness or death for other than "immediate family" as defined in 12.01.2.

### **12.02 Additional Personal Sick Leave**

The Board may consider granting an additional twenty (20) days of personal sick leave, on an individual basis. The teacher will have the substitute's salary deducted from the check for the number of days up to twenty (20) which are used. The final decision shall remain with the Board of Education upon receiving a recommendation from the Superintendent.

### **12.03 Personal Business Days**

Teachers will be granted with full pay three (3) days absence in any year (not cumulative) as personal leave days to deal with important matters not directly connected with education. These requests shall be made at least five (5) school days in advance to the Superintendent unless an emergency arises which prevents such advance notification. If more than one (1) teacher requests the same date, the Superintendent reserves the right to restrict the number of days.

Such days cannot be used before or after a holiday, or the first week of the school year and the last week of the school year, or on one of the four institute days. In the event a teacher feels it is necessary to take a day during a restrictive period, he/she shall submit a written request to the Superintendent, which shall be subject to approval or disapproval. The granting of “approval” or “disapproval” in one situation will not create a precedent in other requests.

Personal days not used shall accumulate as sick leave days.

In the event the teachers need three (3) additional personal business days beyond those paid by the School District, such days will be without pay, with the affected teacher being docked on the basis of 1/185 for each day used. The procedure for requesting additional days shall be described above for the original three (3) days. If these three (3) days are not used, they shall not accumulate as sick leave days.

### **12.04 Pregnancy-Related Leave**

Any certified employee who becomes pregnant shall receive, upon written request, a pregnancy-related disability leave of absence subject to the following conditions:

1. The employee shall advise the Superintendent or his/her designee in writing of her pregnancy no later than the sixth month of pregnancy.

As with any anticipated disability or disability, affected employees will be subject to continuing status reports by the employee’s physician as to their health and ability to continue teaching for a specific amount of time prior to the disability and, upon taking the disability leave and selecting a date to return or take a child care leave, said physician shall verify that the period of disability has ended (or is continuing beyond the anticipated date of return). The above procedure does not preclude the Board’s right to require a physician’s certificate from a physician selected by the Board and the filing of timely reports as may be deemed necessary by the Board pursuant to Section 24-6 of the Illinois School Code. If a physical is required by the Board, such expense shall be paid by the Board.

2. The employee’s seniority is not affected by the pregnancy-related disability leave during the period of time mentioned above. For probationary employees, however, disability leave in excess of accumulated sick leave may result in a loss of probationary service credit relating to accruing time toward tenure status if the length of the leave prevents a minimum employment period of seven (7) months

and/or the evaluation process for a probationary employee cannot be adequately completed, as determined by the Superintendent. The final decisions governing the granting of probationary years of credit and tenured status will be determined by the Board upon recommendation of the Superintendent.

3. The pregnancy-related disability leave shall be for a period of time as certified by the employee's doctor.
4. Employees may use accumulated sick leave during the period of pregnancy-related disability.

#### General Conditions Affecting Pregnancy-Related Disability Leaves

Notification by the employee of her intent to return from a pregnancy-related disability leave must be according to the following timetable:

- a. Prior to taking the leave, the employee will inform the Superintendent or his/her designee as to her anticipated date to be physically able to return to work, as verified in writing by her physician, if a child care leave hasn't been requested.
- b. Confirmation of the actual date that a teacher is released by her physician to return to work must be provided to the Superintendent or his/her designee, in writing, prior to said date. Whenever possible a five (5) working day notice of the specific date of return to work should be provided to the Superintendent or his/her designee so as to insure a continuity of instruction.
- c. Employees who are returning to work immediately following a pregnancy-related disability leave shall return to their regularly assigned position.

### **12.05 Child Care Leave**

12.05.1 Paid Child Care Leave Request – Employees may request a paid leave of absence not to exceed six (6) weeks to facilitate after the adoption of a child under the age of 4. Employees may use accumulated sick leave during a period of up to six weeks for adoptive child care leave of an adopted child under the age of 4. The Board's decision to grant or deny the paid leave of absence shall not be grievable.

12.05.2 Unpaid Child Care Leave Request - A parental leave of absence without pay may be granted to tenured employees by the Board upon recommendation of the Superintendent.

Upon written request submitted to the Superintendent by a tenured teacher, at least three (3) months before the leave is to begin (unless exceptions here from are granted by the Superintendent), the Board will grant an unpaid child care leave, up to a maximum of eighteen (18) months, subject to the following conditions:

1. Child care leave applies to newborn babies or newly adopted children under the age of four years.
2. The employee and the Superintendent or his/her designee shall agree upon a plan for the commencement and termination of child care leave. To assist in maintaining the continuity of the instructional program for students, a child care leave must terminate at the end of the first semester (approximately January 30) or at the beginning of the school year. Employees are encouraged to return from a child care leave at the beginning of the school year.
3. Sick leave is not available for use during a child care leave.
4. Salary and all fringe benefits cease at the commencement of the child care leave; however, insurance coverage may be kept in effect by the employee during the term of the child care leave, so long as the employee makes the required monthly premium payments to the District during the leave period. The employee shall notify the Superintendent or his/her designee in writing of her election to continue insurance, at her own expense, at least thirty (30) days before the child care leave begins.
5. Advancement on the salary schedule will be allowed according to the following:
  - a. If a teacher works 91 or more days of the school year, that full year will be allowed on the schedule.
  - b. If a teacher works less than 91 days of a school year, no advancement on the schedule will be allowed.
6. The employee's seniority is not affected by the childcare leave.
7. Upon written request of the employee a child care leave may be terminated by the Board prior to its expiration date provided:
  - a. A vacant position is available for which the employee is qualified, as determined by the Superintendent.
  - b. The employee's doctor supplies a written medical report stating that in the doctor's judgment the employee is physically and emotionally able to resume regular duties.
8. At the termination of any child care leave, an employee must return to full-time employment for a period of at least one full school year before an additional child care leave request may be approved.

#### General Conditions Affecting Child Care Leave

1. If an employee intends to return for the beginning of the second semester of a school year, written notification shall be made by the employee to the Superintendent or his/her designee by October 31 of the same school year.
2. If an employee intends to return for the beginning of the first semester of a school year, written notification shall be made by the employee to the Superintendent or his/her designee by March 1 of the same calendar year.

3. An employee granted a child care leave shall be entitled to a teaching position for which he/she is qualified and certified, upon his/her return from said leave.
4. Failure of an employee to notify the Superintendent or his/her designee of her intent to return according to the provisions of this section shall be considered as a resignation.

## **12.06 Unpaid General Leave of Absence**

12.06.1 The Board may grant leaves of absence to tenured teachers for other purposes, which it deems to be of benefit to the District. Such leave will be without pay, Board-paid benefits, and accumulation of seniority. They will not exceed the balance of the current school year, and shall be subject to the provisions covering such leaves in administrative regulations. If one (1) additional year is requested, the Board will consider the request upon receiving a recommendation from the Superintendent, with the Board retaining its discretion to approve or disapprove a request.

12.06.2 Teachers on approved leaves may participate in available insurance programs but at their own expense. Teachers on leave shall retain previously accumulated sick leave and salary schedule position, unless the teacher worked at least ninety-one (91) days of the school year in which the leave was granted. On or before each February 1 of the year the leave is in effect, the teacher shall give notice of intent to return. Notice shall be sent to the Superintendent. In the event a teacher fails to notify the Superintendent, a resignation shall become automatic.

## **12.07 Civil Leave for Juror or Witness Service**

A teacher who is subpoenaed as a witness in a civil or criminal case, or is called and serves on a jury, shall be granted paid leave for that period of time he/she is unable to report to work. Any pay received from such attendance, excluding reimbursement for expenses, shall be turned over to the School District. Notification for leave must be made in advance and submitted with a copy of the subpoena or jury service notice.

Verification of days spent on duty must be turned in. This provision excludes providing paid leave days if an employee is a witness against the Board, with personal leave days or dock days being available to the affected teacher.

## **Article XIII – Pay Dates**

### **13.01 Pay Dates**

Employees shall be paid once a month (on the 15<sup>th</sup> of the month or the last working day before the 15<sup>th</sup>). Employees may opt for a ten-month or twelve-month payroll.

13.01.1 Teachers shall have the option of receiving their pay on a ten(10) or twelve (12) month basis. This decision shall only be made annually, with written notification being made between August 1 and August 30 each year, otherwise the pay basis will remain the same as the prior year for that teacher.

13.01.2 Teachers electing a twelve-month option may receive the June/July/August checks along with the June check or may have the summer checks mailed to a designated address on the last business day prior to the 15<sup>th</sup> of the month.

## **Article XIV – No Strikes and Disruptions**

### **14.01 No Strikes and Disruptions**

During the term of the Agreement and any mutually agreed upon extension thereof, no employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association shall engage in, authorize, or instigate a strike, slowdown, picketing, or recognition of any picket line at the School District's premises.

## **Article XV – Teacher Compensation and Related Benefits**

### **15.01 Salary**

Teacher shall be paid in accordance with the salary schedule(s) attached hereto as Appendix A.

### **15.02 Deductions**

For purposes of deduction for reasons of absence, not covered in this agreement, the teacher's daily wage shall be determined by dividing the salary by the total number of days required in the school year.

### **15.03 Extra Duty Assignments**

Teachers shall be paid in accordance with the extra duty schedule attached hereto as Appendix B. It is recognized that the Board can create any extra duty assignments, with the Association and Board negotiating the rate of pay. Prior to resolving the rate of pay, the Board retains the prerogative to temporarily establish the rate of pay. In addition, it remains the Board's prerogative to fill or not fill extra duty assignments.

### **15.04 Teaching Experience Credit**

In determining teaching experience covering a school year, teachers working less than ninety- one (91) days will be given no credit and teachers working beyond ninety-one (91) days shall be given full credit for the year.

## **15.05 Lane Changes**

15.05.1 When by reason of added college training, a teacher believes he/she may be eligible to advance on the salary schedule, written application on a form provided by the District for such advancement must be on file in the Superintendent's Office not later than the tenth day of the school term in which the advancement is requested. A certified transcript supporting such application must be on file not later than October 1 of the same year.

15.05.2 Graduate work taken after the bachelor's degree but pursued prior to the master's degree must, in order to receive possible salary credit.

- a. Apply toward a master's degree in a program related to teaching or educational services performed in the District with a grade point average of "B" or better; or
- b. Be taken in workshops or courses pre-approved by the Superintendent and be recorded as a minimum grade of a "B", "Pass", or "Completed" as may be appropriate on the official transcript.

## **15.06 Mileage Reimbursement**

Teachers who are assigned by the Superintendent to travel to specific work locations, using their own transportation, shall be reimbursed at the IRS mileage rate in effect at the beginning of each school year.

## **15.07 End of Career Pay**

The Board shall recognize the service of full-time teachers that are eligible for retirement.

### **One-Year Retirement Incentive (6%)**

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

### **Two-Year Retirement Incentive (6%)**

If the eligible teacher gives the Board an irrevocable letter of intent to retire prior to May 1 stating that he/she shall retire at the end of the next school year, the teacher will be removed from the salary schedule and for the final two years of employment the teacher's nonexempt TRS creditable earnings (as defined by TRS rules and regulations) shall be increased by six percent (6%) over the teacher's nonexempt TRS creditable earnings for the prior year of employment.

- A. Requirement to qualify to be eligible for this benefit - a teacher must comply with all of the following requirements and limitations:
  - 1. Must be at least sixty (60) years of age at the time of retirement; or
  - 2. Must be at least fifty-five (55) years of age by December 31 of the year of retirement with thirty-five (35) years of service credit accumulated, with the Illinois Teacher Retirement System; and
  - 3. Must have served satisfactorily in the District for a minimum of fifteen (15) full-time years immediately preceding his or her retirement.
- B. Eligibility requirements are for the year retirement becomes effective NOT the year the irrevocable letter of retirement is submitted.
- C. Nonexempt TRS creditable compensation (earnings) is defined by TRS rules and regulations.
- D. Once a retirement letter is submitted, the teacher will not be assigned an additional extra duty, not currently being performed, without the consent of the teacher.
- E. If after submitting an irrevocable letter of intent to retire, the teacher resigns from or is removed from duties, for which the teacher was compensated the previous year, (ie., additional pay schedule), the teacher's nonexempt TRS creditable earnings will be adjusted to but not to exceed three percent (3%).
- F. The Board, at its sole discretion, may allow the teacher to rescind his/her letter of retirement because of serious illness or life changing circumstances, provided the teacher returns to the Board any nonexempt TRS creditable earnings paid to the teacher in excess of the amount the teacher would otherwise have received under the salary schedule for such year which the creditable earnings were paid.
- G. If legislation is enacted and/or TRS rules and regulations are adopted during the life of the agreement that result in a greater cost to the district than the costs generated by this agreement, the provisions relating to such benefits shall be reopened for negotiations.

### **15.08 Insurance / Annuity**

In the event teachers are interested in participating in the major medical insurance program or an annuity plan (two) offered by the Board, the Board shall provide during the 2019-2020 school year and 2020-2021 school year -\$450.00 per month with a cap of \$81,000. If the amount exceeds the cap, the capped amount will be pro-rated between the teachers participating in the insurance program.

For those not participating in the major medical insurance program, an annuity contribution of \$100.00 per month shall be provided 2019-2020 school year and

2020-2021. Additional payment beyond the contribution of the Board shall be by payroll deduction.

### **15.08 Tuition Reimbursement**

The guideline for reimbursement covering graduate level course work includes:

- 15.09.1 The maximum amount of reimbursement shall not exceed \$4917.00 per year for the life of the contract (July 1 through June 30), which shall be calculated on a basis of up to \$125.00 per credit hour. In the event the number of requests exceeds the budgeted amount, then reimbursement shall be accomplished on a pro-rated basis in an equitable manner as determined by the Superintendent. In order to be eligible for reimbursement a teacher must return to the District the following year. Reimbursement checks shall be authorized by the Board in the regularly scheduled meeting in September each year.
- 15.09.2 Eligible courses shall apply to courses that apply toward a master's degree in a program related to teaching or educational services performed in the school district. All such courses shall be taken from an accredited (recognized) university or college. All courses must be pre-approved by the Superintendent on a form provided by the District. A minimum grade of "B" must be obtained to be eligible for reimbursement.
- 15.09.3 Graduate courses presented by specialized workshops, private corporations, and/or training organizations affiliated with an accredited university or college will be subject to approval or disapproval by the Superintendent, with the Superintendent retaining the prerogative to review each written request separately, with each decision not establishing a precedent for subsequent decisions.
- 15.09.4 It shall remain the teachers' responsibility to have an official transcript sent to the Superintendent by September 1 each year covering all completed pre-approved graduate courses.

### **15.10 TRS Contribution**

The Board shall pay on behalf of the teachers the pension contribution due to the Teachers' Retirement System up to 10.3753 percent. It is the intent of the parties that all TRS payments made on behalf of the employees are employer payments and that such payments shall be tax sheltered pursuant to Internal Revenue Code Section 414(h)(2) and Tax Ruling 81-35 and 81-36.

### **15.11 T. H. I. S.**

The Board shall pay on behalf of the teachers their health insurance contribution (T.H.I.S.) due to the Teachers' Retirement System.

### **15.12 Attendance Incentive**

Teachers may receive a bonus for attendance as follows:

Perfect Attendance	\$350.00	½ Day Absence	\$325.00
1 Day Absence	\$300.00	1 ½ Day Absence	\$275.00
2 Day Absence	\$250.00	2 ½ Day Absence	\$200.00
3 or more days	\$ 0.00		

If a teacher earns any part of the attendance bonus, then one (1) day for that year will be added to the total accumulated sick leave for that year.

A retiring teacher may not receive any part of the attendance incentive.

## **Article XVI – Effect and Duration of Agreement**

### **16.01 Period Covered / Terms of Agreement**

This agreement shall be in effect on the first teacher employment day of the 2019-2020 school year and shall continue in full force and effect until June 30, 2021.

### **16.02 Content of Agreement**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and the Association.

### **16.03 Changes**

The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a ratified written amendment.

### **16.04 Separability**

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

### **16.05 Previous Agreements**

It is agreed that this Agreement contains the full and complete content between the Board and the Association on all bargainable issues. All prior agreements, including any written and/or verbal commitments, on any issue shall be subject to and consistent with the terms and conditions of this Agreement.

## **Article XVII – Acceptance of Agreement**

**17.01 Effective Dates**

This Agreement shall be effective on the first teacher employment day of the 2019-2020 school year and shall expire, subject to the terms of this Agreement, on June 30, 2021.

**17.02 Signing**

This Agreement is signed this 20<sup>th</sup> day of May, 2019. Amended July 16, 2019.

**APPENDIX A**

**FIELD SCHOOL SALARY 2019-2021**

**The beginning teacher salary shall be as follows:**

**2019-2020 32,808.00**

**2020-2021 33,464.16**

**Teachers hired prior to the 2019-2020 school year will receive on their 2018-2019 salary the following:**

**2019-2020 3% raise      2020-2021 2% raise**

Teachers hired into the district shall have a starting salary as stated above with \$535 per year added for each year of service up to ten years of service

Teachers completing the following credit hours as per the contract language are eligible for a one time increase of \$375 in pay. BS +8      BS +16      BS+24

Teachers completing the following credit hours as per the contract language are eligible for a one time increase of \$500 in pay. MS      MS +8

*(Salaries do not include TRS and THIS contributions)*

	<b>2019-2020</b>	<b>2020-2021</b>	
	32808	33464	
	32808	33464	
	32808	33464	
	34468	35157	
	34469	35158	
	34469	35158	
	34469	35158	
	22082	22524	
	35092	35794	
	35092	35794	
	36766	37501	
	38737	39512	
	39229	40014	
	41466	42295	
	42108	42950	
	43705	44579	
	45178	46082	
	47213	48157	

## APPENDIX B

### EXTRA CURRICULAR COMPENSATION 2019-2021

<b>ACTIVITY</b>	<b>2019-2021</b>
Robotics	490.26
FOCAL (Beta) Club	490.46
Music Contest Coordinator	663.02
Scholar Bowl	607.29
Team Quest	490.26
Athletic Coordinator	802.34
Baseball	963.96
Basketball	2078.54
Cheerleading	1276.04
Cross Country	629.58
PeeWee Basketball	774.48
Softball	963.96
Track	629.58
Volleyball	679.58
Baseball (Assistant)	506.98
Basketball (Assistant)	1064.27
C Country(Assistant)	339.79
Softball (Assistant)	506.98
Track (Assistant)	339.79
Volleyball (Assistant)	339.79

