

## **ARTICLE I: RECOGNITION**

### **A. LEXICON**

1. Association: All members of the Education Association of Pekin/IEA/NEA
2. WEB: Welfare and Ethics Board of the Association
3. District: School Board and Administration of Pekin Public School District #108
4. Employee: Any member of the bargaining unit
5. Certified Staff: Any Employee assigned to a position requiring professional certification in Illinois
6. Teacher: Any Employee assigned to a position requiring teacher certification and assigned to a regular division classroom or to teach special education, physical education, music or art
7. Specialist: Any Certified Staff member whose students are taken from a classroom, providing the classroom teacher with planning time.
8. Support Staff: Any Employee except those employed as Certified Staff
9. Paraprofessional Staff: Any Support Staff member whose position requires non-professional certification in Illinois
10. Administrator: Any person employed by the District working in a position requiring administrative certification.
11. Supervisor: Administrator to whom an Employee is assigned
12. Colleague: A person employed by the District in an equivalent position (e.g., teacher-teacher, principal-principal)
13. Core Work Day: Starting 20 minutes before and ending 30 minutes after the student attendance day for each level within the district
14. Full Time: Any employee who is assigned to work on average 30 or more hours per week
15. Part Time: Any employee who is assigned to work on average less than 30 hours per week or less than 180 days
16. Days: Work days, unless specifically stated otherwise in context
17. Permanent: Any employee, whether full or part time, with reason to expect to be employed in the subsequent year

### **B. RECOGNITION**

1. The Board of Education of School District 108, Tazewell County, Pekin, Illinois, recognizes the Education Association of Pekin, an affiliate of IEA/NEA, as the sole and exclusive negotiating agent for all contracted certified personnel, secretaries, clerks, educational assistants, technicians,

physical therapy assistants, certified occupational therapy assistants, parent/family educators, and infant toddler specialists employed by the Employer, excluding, all central office administrative staff, which term includes the Superintendent, Assistant Superintendent, Director of Human Resources, Business Manager, principals, assistant principals, Special Education Coordinator, Staff Development Coordinator, school psychologists, Network Administrator, Chief Technician, Technology Center Supervisor, substitutes, secretaries to the Superintendent, Assistant Superintendent, Director of Human Resources, and Business Manager, Board Secretary, Business Office Manager, Manager and Assistant Managers of Facilities, and all confidential, short-term, supervisory and managerial employees as defined in the Illinois Education Labor Relations Board (IELRB).

2. Unless specified otherwise, part-time Certified Staff will receive benefits on a pro-rata basis. Whenever an employee's hours of work are changed creating a different percentage of time worked, benefits and placement on the salary schedule will be prorated consistent with the new percentage.
3. The Board agrees not to alter through negotiating with any other employees' organization or individual employee the salaries, fringe benefits, working conditions, grievance procedures, and other matters contained in this Agreement.

### ***C. Full Time and Part Time Positions and Association Membership***

1. Any full time Certified Staff and Support Staff position shall be considered a full time member of the Association.
2. Any part time Certified Staff position created by the District, without regard to the number of days worked, shall be considered a part time member of the Association and entitled to benefits as guaranteed in Section B of this Article.
3. Any part time Support Staff position created by the District, without regard to the number of days worked, shall be considered a part time member of the Association.
4. In the event that the District is unable to fill a posted position, the position may be filled in the interim by one or more individuals employed with the understanding that their employment will be temporary. Any individual so employed will serve under the following conditions:
  - a. Individuals employed with the understanding that their employment will last more than 90 school days shall be considered part time members of the Association and are entitled to benefits provided in Section B of this Article.
  - b. Individuals employed with the understanding that their employment will be 90 or fewer school days shall not be entitled to benefits guaranteed by this contract and will not be considered a part of the Association.

- i. If such an individual so employed remains employed longer than 90 school days, then that person will be entitled to benefits guaranteed by this contract and will be considered a member of the Association.
5. Nothing in this Section limits the District from hiring short term employees otherwise excluded from the bargaining unit.

#### ***D. NEW POSITIONS***

1. The Assistant Superintendent shall communicate to the Association when a position is being created. The communication will state when a newly created position is a bargaining unit or a non-bargaining unit position. The communication will clarify benefits and include a job description.
2. If the position is a bargaining unit position for which there is no salary addressed in the contract, the Association and Superintendent shall within 5 work days arrange a meeting to negotiate a salary.
3. If the position is a non-bargaining unit position and the Association wants clarification or challenges the position, the Association shall notify the Superintendent within 5 work days of receiving the information from the Assistant Superintendent. The Superintendent shall schedule a meeting to review the job description and to hear the Association's challenge.
4. Positions established after the signing of this Agreement will be addressed in a Memo of Understanding to clarify bargaining unit status, salary and benefits.

### **ARTICLE II: ASSOCIATION RIGHTS AND RESPONSIBILITIES**

#### ***A. RIGHT TO ORGANIZE:***

1. Neither the Board nor the Association shall discriminate against any employee because of membership in any employee organization. No employee shall be required to join the Association as a condition of employment and no employee shall be terminated because of the employee's decision not to join the Association.

#### ***B. DUES DEDUCTION:***

1. The Board shall deduct from each employee's pay the current dues of the Association, provided that the Board has an employee executed authorization for continuing dues deduction, executed by the employee as specified in Article VII. D. 1. e. The dues deduction shall continue until the death of the employee, removal from payroll, or the termination of employment of the employee by the District, or the employee submits a written notice to the District revoking the authorization form previously executed. The amount of the dues deduction shall annually be certified by the Association to the Board. The authorization form shall be furnished by the Association. If a paycheck does not have the balance necessary to provide the required deduction, then only the amount available for deduction will be remitted to the Association.

### **C. FAIR SHARE:**

1. Each employee, as a condition of employment, on or before 30 days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association established by the Association consistent with the rules and regulations of the IELRB.
2. In the event that the employee does not pay the fair share fee directly to the Association by a certain date as established by the Association, the Board upon the request of the Association shall deduct the fair share fee from the wages of the non-member. The Association shall provide the name of the non-member and the amount to be deducted.
3. Such deduction shall be made with the same frequency and equal amounts as with Association members.
4. In the event of any legal action against the Employer brought 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:
  - a. The Board gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
  - b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
5. 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 compliance with this Article.
  - a. 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.
6. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable nonreligious charitable organization as per Association policy and the Rules and Regulations of the IELRB.

### **D. ASSOCIATION MEETINGS, NOTICES, AND GENERAL INFORMATION**

1. The Association shall be allowed the following:

- a. By normal procedure, the use of school buildings for meetings at the conclusion of the regular employee workday if the use of the building does not interfere with the educational program. The Association may use said school buildings for 2 hours past the regular employee workday at no cost. If said meeting lasts more than 2 hours, the Association shall pay the normal and customary rental costs for said period after the 2 hours as set by the Board.
- b. Two mutually agreed upon days per month for Association meetings shall be established at the beginning of the school year. Other non-conflicting meetings may be scheduled for this time.
- c. Use of employee mailboxes and a mutually designated bulletin board in the employees' lounge for purposes of internal school communication. Public bulletin boards will be subject to the principal's review and approval. The Association agrees that its members shall not post Association materials in other areas.
- d. The use of District photocopiers and instructional computers when not in use. The Association will furnish its own supplies.

#### ***E. MEETINGS OF SCHOOL BOARD***

1. Notification, agenda, and board meeting packets of all regular and adjourned meetings of the School Board shall be delivered to the Association at least twenty-four hours prior to the scheduled meeting.
2. One copy of the open session minutes of all School Board meetings shall be sent to the Association as soon as they have been approved, and the Association shall receive 1 copy of closed session minutes when they are declared open by the School Board.

#### ***F. NEW EMPLOYEES***

1. Names and addresses of newly hired employees shall be provided to the Association following School Board approval of their contracts.

#### ***G. ASSOCIATION LEAVE DAYS***

1. Upon request of the Association president, an employee shall be released with pay for Association business. The aggregate number of days available will not exceed 10 days, the cost of which will be borne by the board. In addition, the Association will be credited with an aggregate of 10 days to be used for Association business providing the cost of substitutes, if necessary, shall be borne by the Association. Of the 20 Association leave days, any employee may use no more than 5 days unless additional days are approved by the Superintendent.

## **H. COMMUNICATIONS COMMITTEE**

1. The Communications Committee was established as part of the collective bargaining agreement that was ratified in 2002. The Communications Committee has worked since its establishment to refine and improve the “Work-in-Progress Document” that serves as a guide for how the Communications Committee will function. The “Work-in-Progress Document” is intended to be a support to this contract and to guide continuous discussions between the EAP, Board of Education, and Administration. Should a conflict be found between this contract and the “Work-in-Progress Document,” the contract will be used for clarity and the “Work-in-Progress Document” will be revised as necessary.
2. Purpose:
  - a. Provide assistance, make recommendations and enhance communication to improve the quality of education and work environment in the District by or through:
    - i. Creating a climate that promotes trust, collaboration and diversity.
    - ii. Listening and learning, both inside and outside the system.
    - iii. Encouraging and celebrating risk taking and experimentation as learning tools.
    - iv. Providing human resources (giving time, developing skills and providing on-going support) for groups within and associated with the District.
    - v. Establishing decision-making parameters to determine waivers granted to contract provisions.
  - b. Fulfill the various responsibilities assigned to the Communications Committee by provisions within this Contract, which shall be incorporated in the “Work-in-Progress Document.”
3. Membership:
  - a. Board of Education President
  - b. Board of Education member appointed by the Board President
  - c. Superintendent
  - d. Central office member appointed by the Superintendent
  - e. Three principals – primary, intermediate and junior high school
  - f. Association President
  - g. WEB Chair
  - h. Three Association Certified Staff members – primary, intermediate and junior high school appointed by the Association President

- i. Two Support Staff members – primary, intermediate/junior high appointed by the Association President
4. Schedule:
  - a. Minimum of one meeting per month to be held during the week prior to the regular meeting of the Board of Education. The committee may schedule additional meetings as needed.
5. Inservice:
  - a. Members of the Communications Committee shall participate in development activities to clarify roles in sharing ideas regarding problem solving and conflict resolution strategies to prepare them for their work in the Communications Committee.
6. Process:
  - a. Each month's agenda shall be collaboratively developed by Board President, WEB Chair, Superintendent and Association President. Agenda items shall relate to the stated purposes of Communications Committee and/or address issues that may emerge at the building or district level and are not resolved through the channels specified in the "Work-in-Progress Document."
  - b. Minutes of the Communications Committee will document discussion related to the agenda and specifically state resolutions agreed to by all parties. Those minutes will be shared with constituent group members.
  - c. The Board, Administration and Association may each establish its own procedures for collecting issues for the agenda. Each party assumes responsibilities for researching the issue to be certain that it meets criteria before placing it on the agenda.

## ***I. INSURANCE COMMITTEE***

1. Purpose:
  - a. To use the problem solving decision making model to:
    - i. review services
    - ii. costs
    - iii. benefits of the program
  - b. To recommend changes to the Association and the Board
2. Membership:
  - a. The committee will be made up of 10 members. The EAP president shall appoint 5 members to represent the Association and the superintendent and Board president shall appoint five members to represent the Board and Administration.

- b. The committee may invite consultants and witnesses to attend committee meetings.
  - c. The committee will be co-facilitated by a representative of Administration or Board and the Association.
3. Schedule:
- a. The co-facilitators shall schedule one meeting in the each of the following months: September, November, February, and May.
  - b. Additional meetings may be called by the co-facilitators.

### ***J. Finance Committee***

1. The District and Association agree that good relations depend upon open communications about District finances. The Superintendent's Finance Committee shall operate as an advisory committee to the superintendent and shall make recommendations for consideration in developing the following information for the Board:
  - a. Levy scenarios
  - b. Projected revenues and expenditures
  - c. Options for balancing the budget
  - d. Legislative updates related to finances
  - e. Long term financial planning
  - f. Other financial information requested by the superintendent
2. The Superintendent's Finance Committee will meet two times per year as scheduled by the Business Manager, who may schedule additional meetings as needed.
3. Membership shall be as follows:
  - a. Superintendent
  - b. Business manager (facilitator)
  - c. Association president
  - d. Two Association members appointed by the Association president.
  - e. Up to three principals appointed by the superintendent

## **ARTICLE III: EMPLOYEE RIGHTS AND RESPONSIBILITIES**

### ***A. CONTRACT DISTRIBUTION***

1. Within 30 days of ratification of this Agreement, the Board shall have sufficient copies of the signed Agreement prepared and delivered to the Association for its distribution to each employee. Costs for distribution of contract shall be shared equally by the Association and the Board. In

addition, the contract shall be posted to both the District and Association web sites. The web sites shall be kept up-to-date as revisions and memos of understanding are reached by both parties. Each newly hired employee shall be given a copy of the Agreement by the Administration.

## ***B. EMPLOYEE DISCIPLINE***

1. No tenured Certified Staff member shall be reduced in pay, issued a written reprimand, issued a written warning notice, or suspended without pay without just cause. Terminations of teachers shall not be grievable but shall be pursuant to 24-11 and 24-12 of the School Code (105 ILCS 5/24-11 and 105 ILCS 5/24-12).
2. No Support Staff member shall be disciplined, suspended, nor issued a written reprimand without just cause. Non-probationary Support Staff members shall not be terminated without just cause.
3. It shall be the responsibility of the Administration to promptly inform an employee of deficiencies in his or her work-related conduct. An employee shall be entitled to Association representation in all meetings, either investigatory or disciplinary, which could lead to discipline, except for required conferences pursuant to Article V. C. and D.
  - a. It is solely the employee's responsibility to determine the need for and request Association representation.
  - b. If the employee chooses Association representation not employed by the District, the District must be notified no less than 24 hours prior to the meeting. Such meeting will be held at the District Office.
4. The Board and the Administration shall follow the practice of progressive discipline particularly for remediable offenses. When a deficiency in work-related conduct is substantiated, the supervisor shall document the deficiency for the employee in writing. A copy shall be placed in the personnel file. The document will specify the conditions for its removal. The employee will have the right, and is encouraged to respond in writing within 10 school days of receiving the written documentation.
5. This section will not apply to the placement of a teacher on a remediation plan pursuant to the evaluation plan, Article V., or to ratings and comments contained in a teacher's evaluation.

## ***C. PERSONNEL FILE***

1. An Employee's personnel file shall not contain false information. Each Employee will have the right, upon request, to review the contents of said Employee's personnel file and to place therein written reactions to any of its contents. Privileged information such as confidential credentials and related personnel references normally sought at the time of employment are specifically exempt from review. Entries in the file shall be authorized upon

the completion of diligent investigation. A copy of any entry shall be forwarded to the Employee.

#### ***D. SUPPORT STAFF PROBATION***

1. A newly hired Support Staff member who has not been in the service of the District shall be considered a probationary Support Staff member the first 6 months of employment, and within that 6 months may be discharged at any time with notice but without compensation or assigning any reason whatsoever. The Administration may extend the probationary period for 6 months by giving written notice to the Support Staff member before the probationary period ends. This written notice shall include the deficiencies that must be corrected during the probationary extension period.

#### ***E. ANNUAL EMPLOYEE UPDATE***

1. By the first pay in October, each Certified Staff member shall receive a statement detailing accumulated sick leave, personal days, salary amount, salary schedule step and lane, longevity, supplemental pay, shortage area differential and seniority. The statement of seniority ranking shall consist of:
  - a. Areas of certification.
  - b. Years of seniority within the District.
2. By the first pay in October, Support Staff members shall receive a statement detailing accumulated sick leave, personal days, salary amount, salary schedule step, longevity, supplemental pay and seniority ranking.

#### ***F. RESIDUAL RIGHTS***

1. All employees covered under this Contract who participate in the production of education materials will retain residual rights to such materials should they be protected by copyright or sold by the Pekin 108 School District, if produced during the employee's off-duty hours and if produced without any reimbursement or payment by the Board to the employee for the production of the materials. Otherwise, any materials produced will be the exclusive property of the District. [For further information, see Section 10-23.10 of the School Code (105 ILCS 5/10-23.10) regarding developing and marketing of computer programs.]

#### ***G. JOB RELATED CONSULTATION***

1. Employees and the District recognize the professional development benefits of consultation experiences. If consistent with the District Strategic Plan, and approved by the superintendent, upon request, each Employee shall be allowed a limit of 3 days per year for outreach or consultation activities, providing the Employee reimburse the District for all substitutes and other costs incurred by the District. This provision operates independently of other provisions for personal or professional leave.

## **H. SITE-BASED AND/OR SHARED DECISION-MAKING**

1. The District and Association agree that School Instructional Leadership Teams (SILT) are organizational bodies that shall administer site based, shared decision-making. SILT is a building-level, voluntary, representative group which is responsible for planning and problem solving to improve the quality of education and working environment at each school. The District and Association agree that site-based, shared decision-making is a joint planning and problem solving process.
2. In order to administer site-based, shared decision-making, each SILT shall:
  - a. Address and formalize the way in which they decide who makes what decisions about instructional program, assigning students to class lists, and budget
  - b. Decide who is responsible for carrying out its decisions
  - c. Determine a process for setting an agenda
  - d. Schedule dates and times for regular meetings and for special meetings as needed
  - e. Decide how SILT representatives are chosen and the length of their terms
  - f. Insofar as volunteers are available, have members representing faculty, administration, support staff, and parents
  - g. Determine the manner in which the SILT facilitator is chosen
3. Each SILT shall evaluate the effectiveness of site-based, shared decision-making on a yearly basis. Such reflection and analysis shall involve both the SILT and all staff.

## **ARTICLE IV: EMPLOYMENT CONDITIONS**

### **A. NOTIFICATION OF ASSIGNMENTS**

1. All Employees shall be given written notice of assignments for the forthcoming year prior to the last full student attendance day of the school year. If changes in assignments are necessary, the Employee affected shall be promptly notified.

### **B. VACANCIES, TRANSFERS AND REASSIGNMENTS**

1. Definitions:
  - a. Reassignment: Any change of assignment, either voluntary or involuntary, of an Employee's classification, grade, department, subject or school.
  - b. Transfer: A voluntary reassignment
  - c. Involuntary Transfer: A non-voluntary reassignment

- d. Unstaffed Position: Any position needed or not needed to which no Employee is assigned.
  - e. Vacancy: Any new or existing unstaffed position identified as needed by the District.
2. Procedures:
- a. Whenever a new or existing unstaffed position exists, the supervising Administrator may consider transfers within the school. When the Administrator declares the transfer process to be complete, the remaining unstaffed position may be announced by the District as a vacancy.
  - b. Vacancies shall be posted as follows:
    - i. All vacancies shall be posted at the Central Office, in each building, and on the District website.
    - ii. In the summer, vacancies shall be posted in the Central Office and on the District website.
    - iii. Within 5 days after a vacancy occurs the District shall notify the Association president or designee.
    - iv. Whenever possible, vacancies will remain posted for a minimum of 10 working days before being filled.

### **C. VOLUNTARY REASSIGNMENTS OF EMPLOYEES**

1. Certified Staff members who apply to any posted Certified Staff vacancy for which they meet the qualifications shall be granted an interview. Unsuccessful applicants shall be given a written response and offered the opportunity for a conference with the interviewing administrators to discuss the reasons they were unsuccessful.
2. All Support Staff employees who apply to any posted vacancy within their current classification as listed in Article IV. G. shall be granted an interview. Unsuccessful applicants shall receive a written response and offered the opportunity for a conference with the interviewing administrators to discuss the reasons they were unsuccessful.
3. Support Staff employees are invited to apply to any posted vacancy outside their current classification as listed in Article IV. G. including teaching vacancies for which they may be qualified. Each Support Staff member may identify a limit of one such application per District fiscal year, July 1 through June 30, for which an interview will be automatically granted. All other applications submitted by that Support Staff member must proceed through the screening process identified for the posted position.
4. Certified Staff members seeking reassignments outside their buildings and Support Staff members wishing to invoke their right to a guaranteed interview shall inform the Director of Human Resources through the process advertised by that office. The Director of Human Resources will acknowledge in writing

the receipt of all requests for reassignment within 5 work days and notify the potentially impacted Administrators of the request.

5. If a new or existing position opens after January 1, it shall be filled by substitution whenever possible. If it is filled by reassignment, the position shall be posted at the end of the school year.

#### ***D. INVOLUNTARY REASSIGNMENT OF EMPLOYEES***

1. Prior to any involuntary reassignment of Employees, volunteers will be sought and given consideration.
2. Whenever an involuntary reassignment occurs, the District will consider selection based on all of the following criteria, but no priority or order is indicated within the following listings:
  - a. certification and qualification
  - b. seniority in the District
  - c. needs of the District.
3. For the purpose of transfers or reassignments, Seniority in the District will be defined as district seniority within the building, except for those positions identified by an asterisk on the seniority list, for which it will be defined as district seniority within the program.

#### ***E. CERTIFIED STAFF WORK YEAR AND WORKDAY***

1. All Certified Staff
  - a. For the duration of this contract Certified Staff work year shall be a maximum of 180 work days or the state-mandated minimum, whichever is greater.
  - b. The Certified Staff workday shall not exceed 7 <sup>3</sup>/<sub>4</sub> hours per day.
  - c. Within the 7 <sup>3</sup>/<sub>4</sub> hour work day, Certified Staff may flexibly schedule time beyond the Core Work Day according to their personal needs. The Core Work Day is defined as starting 20 minutes before and ending 30 minutes after the student attendance day for each level within the district, e.g., preschool, primary, intermediate, junior high. A Certified Staff member may modify the Core Work Day for special circumstances by email to the principal. No reason will be required for the change.
    - i. The preschool program shall follow an atypical schedule.
  - d. Upon 24 hour notice, a Certified Staff member will be expected to modify flex time for parental conferences. Certified Staff members shall attend to the conclusion of legally required special education meetings to set student programs.
  - e. Nothing in this section prevents attendance from being addressed as a supervisory issue under Article III. B. of this contract.

- f. A minimum of 30 minutes duty-free lunch shall be provided to all Certified Staff members, except that Certified Staff members at the primary level shall have a 45 minute duty-free lunch period daily.
- g. On days before Thanksgiving, Christmas, and Spring Break, the Certified Staff members may leave the work site 15 minutes after the dismissal of students. On such days, no building or District meeting shall be held.
- h. Certified Staff members shall attend such school functions as set by the Board as they apply to the school of their supervising Administrator.
- i. Extended work year will be defined as work beyond the 180-day year as an extension of the current job assignment under the same terms and conditions as outlined in the contract. Such work will be essential to meet District needs and will be a requirement to fulfill the job responsibilities. Such work must have District or grant funding allocated to support the extension.
  - i. Extended year assignments shall be determined annually, and paid at a daily rate equal to  $\frac{1}{180}$ th of the Certified Staff member's salary + TRS as outlined in the salary schedule for the extended year.
  - ii. When a position in the District requires employment beyond the 180-day work year, the District shall notify the Association president and WEB chair. If it is a new position, the notification will be listed as part of the job description.
  - iii. The Association shall notify the superintendent of any objection to a newly created or currently existing extended day position within 10 workdays of the notification. At that time a meeting shall be scheduled to consider the objection.
  - iv. The Association must agree with the extension in order for the extension to be presented to the Board for consideration. If after the meeting, the Association continues to object to the extension, the Association shall provide written rationale for the objection that can be shared with the affected employees.
- j. Stipend work beyond the Certified Staff work day or work year will be considered voluntary and paid at a rate set by the Board.
- k. Atypical Schedules
  - i. Workday scheduled for atypical programs shall be determined individually. Atypical programs will be defined as:
    - (a) Programs that require Certified Staff to travel among schools within the District or to visit students' homes.
    - (b) Programs that provide supplemental instruction to students with specifically identified needs for special, remedial or gifted education.

- (c) Programs designed to provide instruction outside the regular student day.
  - (d) Programs serving students other than in Kindergarten through 8<sup>th</sup> grade.
  - (e) Programs in which Certified Staff members' time is routinely scheduled by appointment.
- ii. Certified Staff members and their supervisors shall collaborate to set atypical program schedules consistent with the following parameters and procedures:
- (a) Within each work week, Certified Staff members shall be scheduled to work 38 <sup>3</sup>/<sub>4</sub> hours; have no less than the total weekly amount of planning time as Teachers in the same grade levels; and have at least 30 minutes of duty-free lunch in any day scheduled to be longer than 4 hours.
  - (b) Starting and ending times will enable the program to serve student needs and fulfill program requirements.
  - (c) Whenever collaboration of the Supervisor and Certified Staff member fails to define an acceptable schedule, the Supervisor shall set an interim schedule that fulfills program requirements and meets student needs, and within 5 work days submit to the Communications Committee a request for clarification and problem solving.
  - (d) Whenever collaboration of the Communications Committee fails to define an acceptable schedule, the Communications Committee shall submit the issue to the WEB of the Association for final resolution.
1. Meetings
- i. In any year, no Certified Staff member shall be required to attend more than 21 school or district meetings held outside the work day. In any semester, no Certified Staff member shall be required to attend more than 11 meetings outside the work day. These scheduled meetings shall be announced at the beginning of each semester, except that with 5 days notice meetings may be changed or added to the schedule, unless the additions would exceed the limit for the semester.
  - ii. Certified Staff members may leave any required building meeting outside the work day either 1 hour after it is convened or 1 hour and 20 minutes after student dismissal, whichever is earlier. Certified Staff members may leave any required district meeting outside the work day either 1 hour after it is convened or one 1 and 30 minutes after student dismissal, whichever is earlier. In either case, the meeting may continue with voluntary attendance.

2. Teachers Only
  - a. Recesses and Planning Periods
    - i. Teacher supervised afternoon recess for grade full-day K-3 may be scheduled at the Teacher's option if no Specialists are scheduled in the afternoon.
    - ii. There shall be at least one daily planning period at junior high level.
    - iii. There shall be at least one daily 15-minute duty-free recess plus a minimum of five 30 minute planning periods per week at the intermediate level.
    - iv. There shall be one daily 15-minute duty-free recess plus a minimum of four 30-minute planning periods per week at the primary level.
  - b. If the number of specialists is reduced resulting in a reduction in planning time, the District shall immediately implement a maximum 7 ½ hour Teacher work day.
  - c. The primary physical education and music specialists shall have:
    - i. 120 minutes of planning time per week but may not always have four 30 minute blocks
    - ii. no more than one Teacher's class assigned unless an assistant is provided, except by mutual agreement
    - iii. input on the development of their schedules

## ***F. PROFESSIONAL DEVELOPMENT ACADEMY***

1. The District will maintain a Professional Development Academy chaired by the Director of Human Resources for the purposes of supporting non-tenured Certified Staff members' progress toward tenured status and to provide resources for tenured Certified Staff members to stay current in practices related to the performance expectations.
2. Tenured Employees may voluntarily enroll in any of the District-sponsored courses offered in the Professional Development Academy.
3. On a regular basis the District Professional Development Committee selected from among interested volunteers shall assure the following:
  - a. alignment of professional development coursework to the District's strategic plan
  - b. selection and effectiveness of professional development course instructors
  - c. rigor of professional development coursework
  - d. alignment with professional development needs of the District

## **G. SUPPORT STAFF WORKDAY AND YEAR**

1. Support Staff shall be employed in Permanent part time or full time positions. Permanent positions may be added at any time under provisions of Article I. At the writing of this contract, the following Permanent positions exist with the hours and days indicated.
  - a. Secretary
    - i. 7.5 hours per day
      - (a) 240 days
      - (b) 220 days
      - (c) 200 days
  - b. Learning Center Paraprofessional
    - i. 6.5 hours per day
      - (a) 180 days
    - ii. 5.75 Learning Center Paraprofessional
      - (a) 180 days
  - c. Educational Paraprofessional
    - i. 6.5 hours per day
      - (a) 180 days
    - ii. 5.75 hours per day
      - (a) 180 days
    - iii. 3.25 hours per day
      - (a) 180 days
  - d. Clerk
    - i. 5.75 hours per day
      - (a) 180 days
      - (b) 185 days
      - (c) 200 days
  - e. Physical Therapy Assistant
    - i. 7.5 hours per day
      - (a) 180 days
  - f. Certified Occupational Therapy Assistant
    - i. 7.5 hours per day
      - (a) 180 days

- g. Parent Family Educator
    - i. 7.5 hours per day
      - (a) 180 days
  - h. Infant Toddler Specialist
    - i. 7.5 hours per day
      - (a) 180 days
  - i. Technician
    - i. 7.5 hours per day
      - (a) 220 days
  - j. Adult Educator
    - i. 7.5 hours per day
      - (a) 180 days
2. 240 day Support Staff members shall receive three weeks paid vacation in July provided the employee has worked a full year prior to the vacation period. 240 day Support Staff members who have worked less than a full year prior to July 1 shall receive a pro rata share of paid vacation based on the percentage of the year worked.
  3. Within the work day, for those working in excess of 4 hours, Support Staff members shall have a minimum of 30 minutes duty-free unpaid lunch.
  4. Educational Paraprofessionals, Infant Toddler Specialists, Parent Family Educators, Certified Occupational Therapists, and Physical Therapist Assistants shall participate in training on parent/teacher conference days as defined by their workday unless excused by their Supervisor.
  5. Educational Paraprofessionals, Infant Toddler Specialists, Parent Family Educators, Certified Occupational Therapists, and Physical Therapist Assistants shall participate in all in-service activities, school improvement planning days, and half-day in-service days scheduled during their regular work days as defined in Article IV. G. 1.
  6. Secretaries, clerks and technicians shall perform their duties and responsibilities during each work day as defined by their classification and work year. They shall attend in-service activities as assigned by their Supervisor on non-instructional days.
  7. New Support Staff employees shall be provided a job description specific to their assignment at the time of employment and all previously hired Support Staff will find the requirements for the current school year on the District 108 Web site under "Job Descriptions." These descriptions may include students with special needs, non-invasive medical needs, medical emergency needs and non-instructional responsibilities.

8. Only Educational Paraprofessionals assigned as personal assistants to special needs students may have medical responsibilities that may arise in an emergency situation. These Educational Paraprofessionals shall receive training before taking on any medical responsibility and shall be made aware of liability protection.
9. The Supervisor shall assign starting and ending times for all Support Staff provided that those times do not exceed the assigned number of hours of the Employee as per the contract.
10. Paid breaks
  - a. Within the work day of any Paraprofessional working in excess of 5 hours, there shall be 1 paid break of 15 minutes. The Supervisor shall collaborate with the Certified Staff member who oversees the Paraprofessional Staff member's work to establish a schedule for the break to be taken on typical school days. On any day, if required by student needs the Certified Staff member may change the time for the break to be taken. The break will not be taken on any day on which nonstandard activities prevent scheduling a break during the Paraprofessional Staff member's scheduled hours.
  - b. Within the work day for any other Support Staff member working in excess of 5 hours, there shall be 1 paid break of 15 minutes. The Supervisor shall establish a schedule for the break to be taken on typical school days. If required by program or office needs on any day, the Supervisor may change the time for the break to be taken. The break will not be taken on any day on which nonstandard activities prevent scheduling a break during the Support Staff member's scheduled hours.

## **H. EMERGENCY SCHOOL CLOSINGS**

1. Notification Procedure
  - a. When an emergency exists, notification of the closing of school shall be broadcast over appropriate radio and television stations as soon as possible, but not later than 7:00 a.m.
2. School Closing/Leave Days
  - a. When all schools within the District are officially closed, no leave days previously arranged by an Employee will be deducted, nor will any Employee be required to be present when all of the students have left the school in which said Employee is located.
3. Bomb Threat Procedure
  - a. In all cases, when a school official has been notified of a bomb threat response shall be guided by guidelines established by the Illinois State Board of Education, e.g., "The ISBE Multi-Hazard Emergency Planning for Illinois Schools and District Critical Incident Preparedness Manual."
    - i. Evidence of the threat shall be recorded, documented and preserved for later reference or use in legal proceedings.

- ii. The threat shall be reported to the police and to Central Office Administration.
- iii. The Unified Commander and superintendent shall establish a Unified Command Center and shall assemble a bomb threat response team.
- iv. The Unified Commander and superintendent shall assess the threat and determine whether to evacuate the building and when and how to perform the search.
- v. The school shall be officially closed until the Unified Commander and superintendent declare an All Clear.
- vi. No District Employee shall be required to search for the bomb.

### ***I. RECORDS***

1. Deliberate falsification of records or application forms is grounds for discipline or dismissal at the discretion of the Board.

### ***J. SPECIAL INSTANCES FOR ASSIGNING SUBSTITUTES***

1. Paraprofessionals who are certified Teachers will be assigned as substitute teachers only if no suitable substitute is available. Paraprofessionals so assigned shall receive the greater of Teacher substitute pay or their per diem wage with no loss of benefits for each day worked as a substitute.

### ***K. OVERTIME***

1. A Support Staff member required to work in excess of 40 hours per week shall be compensated at 1 ½ times the individual's rate of pay for each hour of overtime or 1 ½ hour of compensatory time for each hour of overtime. (Hour for hour compensation time for less than 40 hours). Compensatory time shall be subject to the provisions of the federal Fair Labor Standards Act. Except in an emergency, a 24 hour notice to the Support Staff member shall precede any overtime requirement.
2. Compensation for overtime for Support Staff shall be compensatory time unless otherwise mutually agreed upon with the Supervisor.
3. Scheduling of compensatory time shall be upon mutual agreement between the Support Staff member and the supervisor.

## **ARTICLE V: EVALUATION OF CERTIFIED EMPLOYEES**

### ***A. PURPOSE***

1. It is the primary purpose of this evaluation to improve instruction. The District shall comply with the Illinois State Board of Education rules and regulations regarding certificated employees' evaluation.

## **B. FREQUENCY**

1. All non-tenured certified employees will be evaluated each year until they are placed on tenured status.
2. Thereafter, all tenured certified employees will be evaluated at least once every two years under either the Formal Structured Strand or the Informal Collaborative Strand.

## **C. EVALUATION STRANDS AND SCHEDULES FOR CERTIFIED STAFF**

1. All Certified Staff will be evaluated under a practice of progressive evaluation through the Non-tenured Strand, the Formal Structured Strand, or the Informal Collaborative Strand according to the following schedules:
2. Non-Tenured Strand
  - a. By October 1:
    - i. Review of expectations
    - ii. Confirmation of Evaluative Process
    - iii. No formal goal setting is done in the Non-tenured Strand until the third year of employment.
  - b. By December 1
    - i. At least one formal observation and feedback conference
  - c. By March 1
    - i. Second Formal Observation and feedback conference
    - ii. Additional formal and informal observations may also be scheduled at the discretion of the evaluator or evaluatee
  - d. No less than 45 days before the end of the official school year
    - i. Summative evaluative conference and written narrative
3. Formal Structured Strand
  - a. In spring of the year prior to formal evaluation or fall of the evaluation year. Review the following:
    - i. Five District expectations
    - ii. Areas of concern and possible goal(s)
    - iii. Professional resources and options available for professional support
  - b. If a goal is agreed upon at the spring conference, both parties will sign off on the goal-setting document.
  - c. Onset and /or Ongoing

- i. If areas of concern arise, written notice will be given to the evaluatee in sufficient time to address and improve identified concerns.
    - ii. If there is a deficiency in performance expectations identified, an improvement plan must be developed by the evaluator and evaluatee to address the deficiency.
    - iii. If the evaluatee refuses to collaborate in developing an improvement plan, or if sufficient progress is not evidenced to the evaluator, then the evaluator will develop and implement an improvement plan.
  - d. By October 1
    - i. Mutually agree upon goal(s) and method of communicating and documenting attainment
  - e. By December 1
    - i. At least one formal observation
    - ii. Additional formal and informal observations may also be scheduled at the discretion of the evaluator or evaluatee
  - f. No less than 30 days before the end of the official school year
    - i. Summative evaluation conference and written narrative
- 4. Informal Collaborative Strand
  - a. In spring of the year prior to formal evaluation or fall of the evaluation year.
    - i. Informal dialog regarding goal identification
    - ii. If a goal is agreed upon at the spring conference, both parties will sign off on the goal-setting document.
- 5. Onset and/or Ongoing
  - a. Informal observations and interaction between the evaluator and evaluatee
  - b. Continuous informal visits, dialog, or exchange of information related to goal attainment and five District expectations
  - c. If areas of concern arise, written notice will be given to the evaluatee in sufficient time to address and improve identified concerns.
  - d. If there is a deficiency in performance expectations identified, an improvement plan must be developed by the evaluator and evaluatee to address the deficiency.
  - e. If the evaluatee refuses to collaborate in developing an improvement plan, or if sufficient progress is not evidenced to the evaluator, then the process will move to the formal structured strand.
- 6. By the following October 1

- a. Mutually agree upon goal(s) and method of communicating and documenting attainment
- 7. No less than 30 days before the end of the official school year of the evaluation cycle
  - a. Summative evaluation conference and written narrative

#### **D. PROCEDURES**

1. Review of Expectations
  - a. A review of the 5 expectations will be conducted by the evaluator with those being evaluated prior to the start of the evaluative process. The review will include an assessment by both the staff member and the evaluator regarding annual performance related to the expectations.
2. Goal Setting (For Tenured Staff and Third/Fourth Year Non-Tenured Staff)
  - a. All tenured teachers in the informal collaborative strand and all 3<sup>rd</sup> and 4<sup>th</sup> year non-tenured teachers and their evaluator will mutually agree upon the areas to be included in goal setting and will subsequently submit a written plan.
  - b. All tenured teachers in the formal structured evaluation strand and their evaluator will mutually agree upon the areas to be included in goal setting and will subsequently submit a written plan.
3. Progressive Evaluation (For Tenured Staff and Third/Fourth Year Non-Tenured Staff)
  - a. If areas of concern arise, written notice will be given to the evaluatee in sufficient time to address and improve identified concerns.
  - b. If there is a deficiency in performance expectations identified, an improvement plan must be developed by the evaluator and evaluatee to address the deficiency.
  - c. If the evaluatee refuses to collaborate in developing an improvement plan, or if sufficient progress is not evidenced to the evaluator, then the process will move to the formal structured strand.
4. Formal Observations for tenured and non-tenured staff:
  - a. During formal observations the evaluator will:
    - i. hold a pre-observation conference
    - ii. review the observation form
    - iii. hold a post-observation conference to provide feedback and consider staff member input
5. Informal Observations

- a. Throughout the evaluation process the evaluator will make informal observations which may be initiated by the evaluator/evaluatee. If areas of concern arise, timely notice will be given to the evaluatee.
6. Self-Reflection of Goal(s) and Performance Expectations (For Tenured Certified Staff Only and Third or Fourth Year Non-Tenured Certified Staff)
  - a. At the beginning of the evaluation cycle, the evaluator and the evaluatee will mutually agree upon a method of communicating and documenting goal attainment.
  - b. At the beginning of the goal setting activity, the evaluator and evaluatee will each complete the Performance Expectation Radar-gram and review the information. The employee's Radar-gram is not part of the permanent evaluation record.
  - c. During evaluations the evaluator and staff member will review progress toward goal attainment.
  - d. At the end of goal setting activities or at an agreed upon benchmark period, the staff member will complete the Teacher Self Reflection Form and the Summary of Goal Attainment Form. The evaluator will evaluate progress toward goal attainment.
7. The Evaluator will provide the evaluatee:
  - a. Summative Evaluation Form (SEF) completed according to timelines
  - b. Performance standards of the tenured staff member in relationship to the District's expectation instrument; one overall rating shall be given. The overall rating system as outlined in the expectations instrument will be meets/exceeds expectations or does not meet expectations. The overall rating will be given by the evaluator after consideration of observations and evaluatee's input.
8. Narrative
  - a. The evaluator will provide the staff member with a written evaluation. The narrative will include the following items:
  - b. Professional background of the staff member
  - c. Evaluative comments relating to the mutually agreed upon goal(s)
  - d. Statements relating to performance in the five expectations
  - e. Statements of commendation
  - f. Statements about participation in development activities
  - g. Suggested potential future goals
  - h. Statement regarding the next evaluation
9. Summative Conference

- a. Summative evaluation conferences will be conducted 30 days prior to the end of the official school year calendar for tenured staff and 45 days prior to the end of the official school year calendar for non-tenured staff.
- b. The staff member will be provided with a written copy of the SEF, and the narrative at the summative evaluation conference. The evaluator will provide clarity to the written document. The staff member's initials on the SEF will indicate receipt of the document.
- c. The staff member will have the right, and is encouraged to respond to the narrative in writing within 10 school days of the meeting. The staff member will present the response to the supervisor and will be able to note on the SEF if a response is attached. The employee will receive a completed, signed copy of the evaluation and response documents as placed in the personnel file

#### 10. Personnel File

- a. The summative evaluation form, the narrative, and any written response shall be filed in the personnel file within 10 days of being received by the office of the Director of Human Resources.

#### 11. Signature

- a. The signature indicates that both parties have seen, but not necessarily agreed with, the contents of the evaluation.

#### 12. Remediation (For Tenured Certified Staff Only)

- a. A remediation plan will be developed for staff members who receive an overall performance rating of does not meet district expectations, i.e., "Unsatisfactory" as specified in Section 24-12 of the Illinois School Code, 105 ILCS 5/24-12), on the Summative Evaluation Form. This is a formative process employed to assist teachers as they strive to strengthen areas of weakness which are deemed remediable.
- b. The staff member being evaluated will meet with the evaluator and receive a written list of deficiencies that must be corrected. The list will indicate a date (within 30 calendar days of the conference) by which a remediation plan will be developed.
- c. Participants in the development of the remediation plan shall include the staff member deemed as not meeting district expectations, a qualified administrator, and the consulting teacher if he/she has been assigned within the 30 calendar day period.
- d. The written remediation plan will contain the following components:
  - i. Condition(s) in need of change
  - ii. Expectations for improvement
  - iii. Assistance to be provided
  - iv. System for monitoring progress

- v. Timelines for activities (conferences, performance, observations)
  - e. The 90 school days remediation plan will begin upon selection of the consulting teacher and shall provide evaluations and ratings every 30 school days immediately following the development and receipt of the remediation plan by the teacher under remediation.
  - f. The 30 school days evaluation and ratings shall be conducted by a qualified administrator during the limits of the 90 school days remediation period. The completion of each 30 school days evaluation and rating shall coincide with the 90 school days remediation plan.
  - g. Any staff member who successfully completes the 90 school days remediation plan with an overall performance rating of “Meets or Exceeds District Expectations,” i.e., “satisfactory” under Section 24-12 (105 ILCS 5/24-12) of the School Code, shall be reinstated to the district’s evaluation cycle.
  - h. Any staff member who fails to complete the 90 school days remediation plan with an overall performance rating of “Meets or Exceeds District Expectations,” i.e., “satisfactory” under Section 24-12 (105 ILCS 5/24-12) of the School Code, shall be dismissed in accordance with Section 24-12.
13. Consulting Teacher Role (For Tenured Certified Staff Only)
- a. The participation of a staff member as a consulting teacher shall be voluntary.
  - b. A qualified consulting teacher shall be one who has received a rating of “meets or exceeds district expectations” on his or her most recent evaluation, has a minimum of 5 years experience in teaching, and has knowledge relevant to the areas of remediation.
  - c. By October 1 of each year, a roster of all qualified staff members who may serve as consultants will be mutually developed by the District and the Association. The list may be revised at any time upon agreement of the District and Association.
  - d. From the roster of qualified staff members, the teacher under remediation, with the assistance of the evaluator, shall choose a consulting teacher. If all choices are rejected, the district shall request that the State Board of Education provide a consulting teacher.
  - e. Once identified, the consulting teacher shall receive an overview of the consulting teacher’s role in the remediation process (rights, responsibilities, suggestions, etc.) necessary to provide support to the staff member rated as unsatisfactory on how to successfully complete the remediation plan.
  - f. The consulting teacher may be present at all required 30-day evaluation conferences at the request of the teacher under remediation.

- g. The consulting teacher shall not engage in evaluating the performance of the staff member under remediation during either the 30-day evaluations or the final evaluation.
- h. Consulting teachers should not be evaluated during the year while serving as a consultant.
- i. Where no consulting teacher is available, the district shall request the State Board of Education to provide a consulting teacher. The State Board of Education shall thereupon provide a consulting teacher who meets the requirements of this section.
- j. If the consulting teacher becomes unavailable due to extenuating circumstances during the course of a remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher.

#### 14. Qualified Evaluator

- a. A qualified evaluator refers to those professional employees who are required to hold a supervisory or administrative certificate in accordance with Article 21 or Section 34-83 (105 ILCS 5/34-83) of the School Code, and who have participated in an inservice workshop on evaluation of certified personnel in accordance with Section 24 A-3 of the School Code.

### ***E. GRIEVABILITY***

- 1. The parties hereto agree that the procedure for evaluation identified herein shall be subject to the grievance process of Article IX, but that the substance of staff member evaluation, if not false, shall not be subject to the requirements of Article IX.

## **ARTICLE VI: REDUCTION IN FORCE (RIF)**

### ***A. CERTIFIED STAFF***

- 1. Procedure
  - a. Should the Board consider a reduction in the number of Certified Staff, the Association shall be given an opportunity to respond in writing with any alternatives prior to Board action.
  - b. If it becomes necessary to reduce Certified Staff, in all cases, the Board shall remove or dismiss all Certified Staff who have not entered upon contractual continued service before removing or dismissing any Certified Staff member who has entered upon contractual continued service and who is legally qualified to hold a position currently held by a Certified Staff member not yet on contractual continued service.
  - c. If removal or dismissal of a tenured Certified Staff member results from a decision of the Board to decrease the number of Certified Staff members employed by the Board or from discontinuance of some particular type of

program or service, written notice shall be given the Certified Staff by registered mail at least 45 days before the end of the school term together with a statement of honorable dismissal and the reason therefore. When a reduction in Certified Staff is made by the Board, the Association shall receive within 5 days a copy of the names of all Certified Staff members who have been given notice that their employment has been terminated.

- d. Certified Staff members shall be removed from employment in reverse order of their seniority. The area of certification in which they hold the most seniority will be the controlling factor.

## 2. Seniority List Procedure

- a. Tenured reductions shall be based upon seniority lists established annually by the superintendent.
- b. By October 1 of each year, the superintendent shall publish a draft seniority list to the Association and Board.
- c. Association members may challenge alleged errors in the list between October 1 and December 1, after which the superintendent shall publish a revised list.
- d. Association members may continue to challenge alleged errors until the Board takes action to reduce Certified Staff positions.
- e. In order to automatically qualify for addition on a list, the Certified Staff member must be certified and qualified according to Illinois State Board of Education standards and meet No Child Left Behind Highly Qualified (NCLB) requirements for the subject or program. It shall be the Certified Staff member's responsibility to obtain validation of his or her Illinois State Board of Education qualifications and NCLB status.
- f. By October 1, 2007, representatives of the Association and District shall develop the categories by which Certified Staff seniority will be determined. The categories shall reflect all certification categories identified by Illinois State Board of Education in compliance with NCLB.
- g. The list of categories shall be reviewed by the Communications Committee each year.

## 3. Recall Procedure

- a. If the Board has any vacancies for the following school term or within 1 calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to the tenured Certified Staff members so removed or dismissed so far as they are certified and qualified according to Illinois State Board of Education standards and NCLB Highly Qualified status to hold such positions. One calendar year will be interpreted to mean extending recall up to October 31 from the beginning of the following school term.

- b. The Board shall offer re-employment to the Certified Staff members laid off in the reverse order of the layoff procedure specified in Article VI. A. A 4<sup>th</sup> year Certified Staff member who is non-renewed for reasons specified in Article VI, A.1.d., shall be offered re-employment for vacancies which arise for a recall period as specified in Article VI, A. 3. a., providing the teacher is qualified to hold the position and there are no tenured Certified Staff members on the recall list qualified to fill the vacancy.
  - c. Notice of recall shall be made by certified mail to the address on file for the affected Certified Staff member. Failure to respond affirmatively within 15 calendar days after receipt will result in the termination of the Certified Staff member's rights to recall thereafter.
  - d. A Certified Staff member may accept or refuse a lesser position and still retain recall rights. A lesser position will mean any position less than a full time position.
4. Clarification of Seniority
- a. District Seniority
    - i. Seniority shall be defined as the length of a regularly employed tenured Certified Staff member's continuous service within the District. The maximum years of seniority that may be granted for non-tenured service is 4 years.
    - ii. A full year's service will be granted if full-time employment either begins prior to November 1 and works to the end of that school year or works on any 160 days in that school year, and for each year of full-time uninterrupted employment within the District thereafter.
    - iii. A full year's service will be granted if 160 days of continuous service is worked by a Certified Staff member during a school term when granted an unpaid leave of absence.
    - iv. A half year of seniority will be granted to a Certified Staff member if either:
      - (a) The total days worked in a year by a part time Certified Staff member converted on a pro-rata basis equals at least 80 continuous days, or
      - (b) At least 80 continuous days were worked by a Certified Staff member during a school year when granted an unpaid leave of absence.
      - (c) Nothing in this subparagraph limits the District's ability in RIF situations to release from employment non-tenured Certified Staff without cause as allowed by law.
    - v. There shall be no retroactivity of these provisions.

5. Equal District Seniority

- a. In the order indicated, the following criteria shall be used to reduce the Certified Staff when 2 or more tenured Certified Staff members have equal District seniority. The next step shall be used to determine where the reduction shall be made.
  - i. Education (most advanced horizontal lane).
  - ii. Most approved credits beyond the bachelor's degree.
  - iii. Recommendation of superintendent and appropriate administrators

## **B. SUPPORT STAFF**

1. RIF Procedure
  - a. Should the Board deem it necessary to reduce the number of Support Staff members or hours in any category, persons within that category will be laid off or reduced in hours in reverse order of seniority and will be notified 30 days before the effective date of the lay off.
2. Seniority List Procedure
  - a. Reduction shall be made according to these conditions based upon the seniority list established annually by the superintendent.
  - b. By October 1 of each year, the superintendent shall publish a draft seniority list to the Association and Board.
  - c. Association members may challenge alleged errors in the list between October 1 and December 1, after which the superintendent shall publish a revised list.
  - d. Association members may continue to challenge alleged errors until the Board takes action to reduce Support Staff positions
  - e. The published seniority list shall reflect the starting date of employment.
  - f. Seniority lists for Permanent Support Staff members shall be established in the following classifications and categories.
    - i. Classification: Secretary
      - (a) Categories:
        1. Central Office Secretary
        2. All other secretaries
    - ii. Classification: Educational Paraprofessional
      - (a) Categories:
        1. Learning Center Paraprofessional
        2. All other Educational Paraprofessionals
    - iii. Classification: Clerk
    - iv. Classification: Technician

- v. Classification: Infant Toddler Specialist
  - vi. Classification: Parent/Family Educator
  - vii. Classification: Certified Occupational Therapy Assistant
  - viii. Classification Physical Therapy Assistant
3. Recall Procedure
- a. For 1 calendar year after layoff, recall will be based upon seniority within a classification or, when applicable, category.
4. Clarification of Seniority
- a. Seniority for Permanent Support Staff shall be based upon continuous years of service to the District within each classification. Support Staff members will accumulate seniority for continuous years of service within the classification in which they are currently employed and in any category within which they have been continuously employed. Seniority may not transfer from one classification to another but may transfer from one category within the same classification provided that the Support Staff member has worked within that classification or, when applicable, category.
  - b. Any Permanent Support Staff member working 90% of the work days in a year will be granted one year's seniority. Any Support Staff member working more than 40% but less than 90% of the work days in a year will receive ½ year of seniority. Any Support Staff member working less than 60% of a full day for the classification or, when applicable, category will be granted ½ year seniority credit. Sixty percent of a work day will be given 1 full year seniority.
5. Equal District Seniority
- a. The following criteria in the order indicated shall be used to reduce Permanent Support Staff when two or more members have equal district seniority.
    - i. Starting date of employment
    - ii. Recommendation of Superintendent
    - iii. By lots
6. Seniority Retained
- a. When transferring to another classification, seniority will be retained in the previous classification and categories. From that point forward seniority will accrue only in the new classification.

## **ARTICLE VII: COMPENSATION AND FRINGE BENEFITS**

### **A. SALARY AND WAGE SCHEDULES**

1. See Appendix A for Certified Staff members' salary schedules.
2. See Appendix B for Support Staff members' wage and salary schedules.

### **B. PAY PERIODS**

1. Each employee shall be paid on a twice-monthly basis (i.e., the 10<sup>th</sup> and 25<sup>th</sup> of each month) beginning with the August 25<sup>th</sup> pay period and shall have the option of prorating gross pay over either twenty (10 month) or twenty-four (12 month) equal installments. Each employee shall notify the Business Office on a form furnished by the same regarding any change in choice of payroll plan, such notification to be given no later than August 1<sup>st</sup> of each school year.

### **C. DEDUCTIONS-DOCK DAYS**

1. For the purpose of making deductions from a yearly salary because of a Certified Staff member's absence from duty, a day's pay shall be considered to be one  $\frac{1}{180}$ <sup>th</sup> of the work year salary. Support Staff members shall have deductions based upon hours absent.

### **D. PAYROLL DEDUCTIONS**

1. The Board shall deduct for the following if properly authorized:
  - a. Taxes: The deduction will be made with each pay period.
  - b. United Way: The deduction will be made with each pay period commencing on the first pay period in November and ending with the first pay period in June.
  - c. Credit Unions (deducted twice a month):
    - i. Tazewell County School Employees Credit Union
    - ii. IEA Credit Union.
  - d. Tax Sheltered Annuities: There shall be six 403-B/457 providers that comply with IRS Revenue 403-B code. The District and Association shall each place 3 providers on the list. The list shall be reviewed annually by the Communications Committee. Existing 403-B plans will continue until the employee owning the plan terminates the plan, unless the plan does not comply with IRS Revenue 403-B code. The deduction will be made twice monthly.
  - e. Professional Dues and Fees: The deduction will be made with each pay period commencing with the first pay period in October and ending with the first pay period in June.

- f. Individual and Dependent coverage for the major medical insurance: The deduction will be made twice monthly.
- g. Teachers' Retirement System: The deduction will be prorated over the pay periods commencing with the first pay period of the school year and ending with the first pay period of June.
- h. 2.2: Deductions may be made to pay contributions to 2.2 retirement costs. The deduction will be made twice monthly.
- i. Voluntary Limited Section 125 Flexible Benefit and Supplemental Insurance Plans. Participation requirements and contribution procedures will comply with procedures of the identified program.

### **E. CHANGES IN PAYROLL DEDUCTIONS**

1. Changes in payroll deductions shall be made with two weeks' written notice on forms provided by the Business Office.

### **F. SUPPLEMENTAL JOBS**

1. The supplemental pay schedule shall be set forth in Appendix C which is attached to and incorporated in this Agreement. Employee volunteers shall be sought for extra duty assignments. When no acceptable volunteers exist the positions may be filled from outside the bargaining unit. As a last alternative an employee may be assigned to a supplemental pay position and such assignment shall be reviewed annually.
2. Supplemental pay shall be added to the employee's salary and shall be paid in the paycheck each pay period, with the exception of basketball and volleyball supervision.

### **G. INSURANCE**

1. Each employee regularly assigned 30 hours or more per week will be eligible for medical and dental coverage under the District's group policy. Any premium increase during this agreement shall be picked up by the Board not to exceed 10% of the current premium cost. Dependent coverage for eligible employees shall be available with the District paying 50% of the premium. The Board and Association will work together to keep a 10% cap on insurance costs. (This paragraph is to be interpreted consistently with Arbitrator McAllister's ruling, February 2002, available online at [http://www.pekin.net/pekin108/superintendents\\_office/board\\_of\\_education/contract/index.html](http://www.pekin.net/pekin108/superintendents_office/board_of_education/contract/index.html) with particular attention to pages 11-12.)
2. Each employee shall be provided with \$20,000 term life insurance with accidental death and dismemberment for the duration of this Agreement: Premium to be paid by the Board.
3. The District provides Voluntary Limited Section 125 Benefit Plans.

4. The District provides a limited disability benefit in coordination with the employee retirement systems.
5. Upon retirement, Association members may remain in the District insurance group at District rates, except Certified Staff who exercise the District Early Retirement plan.

## **H. RETIREMENT CONTRIBUTIONS**

1. Certified Staff
  - a. The District shall, in addition to a Certified Staff member's salary and supplemental pay, contribute to the Teacher Retirement System (TRS) an additional amount of 0.8% to be applied to the Teacher Health Insurance Supplement (THIS). Teachers will assume any additional costs assessed by TRS.
  - b. The District shall, in addition to a Certified Staff member's salary and supplemental pay, contribute to the Teacher Retirement System (TRS) an additional amount of 9.4% (Compounded to approximately 10.3753%). Certified Staff members will assume any additional costs assessed by TRS.
  - c. Should any of the above be declared improper by an IRS ruling or opinion, or by a court of competent jurisdiction, that clause or portion thereof shall be deleted to the extent it violates the ruling or opinion.
2. Support Staff Members
  - a. According to the authority granted by the Pension Reform Act of 1974 - section 414(h) (2) of the Internal Revenue Code and Public Act 81-5136.111 Revised Stat. 1981, Chapter 108 1/2, Par. 7-173.2, the Board of Education agrees to pay in addition to the wage/salary shown on Appendix B, the full support staff member contribution to the Illinois Municipal Retirement Fund (IMRF) on behalf of each eligible support staff member as a tax sheltered direct contribution. Should any of the above be declared improper by an IRS ruling or opinion or by a court of competent jurisdiction, that clause or portion thereof shall be deleted to the extent that it violates the ruling or opinion. Any changes shall be consistent with (IMRF) provisions.

## **I. MEDICAL EXAMS**

1. The employer shall pay costs when an additional physician's certificate or second opinion is required by the employer from a physician of the employer's choosing to provide evidence of fitness for work.

## **J. ADVANCE ON SALARY SCHEDULE**

1. Lateral movement on the Certified Staff salary schedule will occur with the first payroll of each school year or the middle plus one pay period depending upon 20 or 24 pay choice, whichever is applicable.
2. Vertical movement on the Employee's salary schedule will occur with the first payroll of each school year or the middle plus one pay period depending upon 20 or 24 pay choice, whichever is applicable.
3. Upon proper written approval by the superintendent or his designee, or without approval in the case of the District 108 Professional Development Academy, 1 semester hour credit applicable to the salary schedule shall be granted to a teacher who attends a workshop involving 15 hours of classroom time when university or college credit is not given by the sponsoring organization.
4. Full time Certified Staff members who work 160 days or more will advance 1 vertical step on the salary schedule; those who work 80 days but less than 160 days will advance  $\frac{1}{2}$  vertical step, and those who work less than 80 days shall not advance on the salary schedule.

## **K. SALARY DEFINITIONS (SUPPORT STAFF)**

1. Experience credit will be based upon continued service in the Support Staff member's classification.
2. Those employed on a daily basis, but less than full time hours per day, will be paid pro-rata on the next vertical step if they have worked at least 90% of the previous contract year.
3. No Support Staff member will suffer an hourly loss of pay when transferring into another category with a higher hourly rate of pay.

## **L. ATTENDANCE INCENTIVE**

1. The District will allocate \$8,600 annually to fund the attendance incentive. If the total eligible for the bonus from Certified Staff and Support Staff during the year exceeds the total allocation, then the bonus will be pro-rated downward so as not to exceed the total allocation.
2. Funds allocated for attendance incentive shall be disbursed as follows:
  - a. Any Certified Staff member who uses 2 or less sick leave days during the school year will receive a bonus of \$75 on or before the 30<sup>th</sup> of June.
  - b. Any Support Staff member who uses 2 or less sick days during the school year will receive a bonus of \$65 on or before the 30<sup>th</sup> of June.

## **M. TUITION REIMBURSEMENT, SALARY SCHEDULE ADVANCEMENT AND WAIVERS**

1. The District and Association encourage employees to continue their education so as to improve the instructional environment of the District. The superintendent shall apply the guidelines listed below to approve or deny course credits for reimbursement or advancement on the salary schedule. At the superintendent's sole discretion, one or more guidelines may be waived.
  - a. During the course of this contract, any Employee may apply a limit of 6 credit hours toward reimbursement or salary schedule advancement from any online, video or correspondence type course, unless in a course of study approved by the superintendent. Credit hours earned from online, video or correspondence type courses that have been applied toward salary schedule advancement before this contract shall be included in computing the 6 hour limit.
  - b. No more than 12 credit hours earned in any calendar year may be applied toward tuition reimbursement or advancement on the salary schedule, except when the credit hours are earned in either an accredited master's program or in a course of study approved by the superintendent.
  - c. Tuition reimbursement or advancement on the salary schedule shall be awarded only for credits earned with a grade of C or better. A grade of "pass" or "credit" shall not be accepted as a C or better.
  - d. Hours applied for advancement on the Certified Staff salary schedule at the M+15 or M+30 levels must be earned after the master's degree is completed.
  - e. Advancement on the salary schedule shall be awarded retroactively for all applications submitted with the required proof within 6 months of the completed coursework. All other applications will become effective upon submission of proof.
2. Certified Staff
  - a. All hours of credit for tuition reimbursement, tuition waiver, or for advancement on the salary schedule shall be earned from either a state university in Illinois or an institution identified on a list to be set by the Communications Committee, and must meet one of the following conditions:
    - i. Completed courses that the awarding college or university will accept in an accredited graduate degree program.
    - ii. Completed courses that Illinois State Board of Education will accept toward certification as Highly Qualified under NCLB requirements.
    - iii. A course offered through the District 108 Professional Development Academy.

- b. All tuition waivers available from the District waiver bank for approved course work shall be used before reimbursement is granted.
3. Support Staff
- a. All hours of credit for tuition reimbursement shall be earned from either a state university or junior college in Illinois or an institution or junior college identified on a list to be set by the Communications Committee, and must meet one of the following conditions:
    - i. Completed courses that improve skills related to the Support Staff member's assignment or job description.
    - ii. Completed courses that the awarding junior college or university will apply towards an associate degree in education or bachelor's degree in education.
    - iii. A course offered through the District 108 Professional Development Academy.
4. Tuition Reimbursement Amounts for Employees
- a. The rate of reimbursement per credit hour shall be for approved credits that qualified under the above guidelines at the actual cost or applicable value below whichever is less.
    - i. \$120 per semester hour in 2007-2008
    - ii. \$120 per semester hour in 2008-2009
    - iii. \$120 per semester hour in 2009-2010
    - iv. \$125 per semester hour in 2010-2011
    - v. \$130 per semester hour in 2011-2012
5. Tuition Reimbursement Process for Employees
- a. Applications for tuition reimbursement, tuition waivers or salary schedule advancement must be submitted to the Director of Human Resources on or before the following dates:
    - i. Fall Term: August 1
    - ii. Winter Term: December 1
    - iii. Summer Term: May 1
  - b. Tuition reimbursement will be paid only upon submission of the following within 6 months of completing the coursework:
    - i. Grade slip or transcript indicating the course work is completed at a grade of C or better, and
    - ii. Receipt for the cost of credit hours not covered by a tuition waiver.
  - c. Salary schedule advancement shall be awarded only upon submission of the following:

- i. A completed application for advancement on the salary schedule, and
  - ii. Either a grade slip or transcript indicating the course work is completed at a grade of C, or if applicable, a transcript showing that a master's degree has been earned.
6. Tuition Waivers for Employees
  - a. Tuition waivers shall be used for graduate work in the university or college that supplies them. The existence or lack of tuition waivers will not limit an Employee's choice among state universities and universities or schools identified by the Communications Committee.
  - b. Tuition waivers administered by the District shall be distributed to the Certified Staff members designated in the university's waiver documentation. The designated Certified Staff member shall reserve the waivers for their own use or return them to the District. If the university rules allow, the District shall assign the returned waivers to Certified or Support Staff that have a teaching certificate and endorsed to teach in a K-8 district and submit approved course requests.
  - c. The supply of tuition waivers for any university shall be exhausted before tuition reimbursement will be paid for courses at that university.
  - d. If course requests exceed the number of tuition waivers available for any university, then the requesting staff members' names will be drawn randomly to assign waivers at the rate of one per course request. The process will be repeated, awarding multiple waivers if allowed by each university's rules for its waivers, until the supply of waivers for that university is depleted.
  - e. Tuition waivers will be awarded one hour before the end of business on the last submission dates as listed above for each school term.
  - f. All credit hours not paid for by tuition waivers shall be reimbursed in accordance with the reimbursement provisions above in this section.

#### ***N. DIRECT DEPOSIT***

1. For payroll purposes during the first year of the contract, the District shall offer both direct deposit via electronic medium with paper documentation and paper check. Beginning with each employee's first payroll in the second year of the contract, all payrolls shall be in the form of direct deposit via electronic medium with paper documentation.

#### ***O. MILEAGE REIMBURSEMENT***

1. Mileage shall be reimbursed at the IRS standard mileage rate for business.

## **ARTICLE VIII: LEAVES**

### **A. SICK LEAVE**

1. Employees shall not receive payment for time lost by absence except for personal illness, quarantine, or serious illness or death of a relative. Attendance at the funeral of a relative or a close friend shall be considered to constitute sick leave when approved by the immediate supervisor.
2. All Employees shall be granted sick leave on the following basis:
  - a. In each of the first 5 years of employment in District 108, there will be granted 11 days of sick leave.
  - b. In each of the 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, and 10<sup>th</sup> years of employment in District 108, there will be granted 13 days of sick leave.
  - c. In each of the 11<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup>, 14<sup>th</sup>, and 15<sup>th</sup> years of employment in District 108, there will be granted 16 days of sick leave.
  - d. In each year after 15 years of employment in District 108, there will be granted 20 days of sick leave.
  - e. Sick leave for Certified Staff may accumulate to 360 days including the current year's allotment.
  - f. Sick leave for Support Staff may accumulate to 190 days including the current year's allotment. For retirement purposes only, sick leave for Support Staff may accumulate to 241 days including the current year's allotment. Upon request of the Employee, the District agrees to assist those current Employees who have reached their maximum sick leave accumulation to identify and apply for retirement purposes only days lost because they had reached the 190 day maximum. Any day so identified shall be applied for retirement purposes only. The total accumulated sick leave days will be reported to each Support Staff member as part of the annual update.
  - g. Pregnancy shall be treated as any other illness/disability. At the option of the employee, the District shall presume disability of a pregnant employee for a period commencing no more than two calendar weeks before the due date of the employee as determined by the attending physician and extending no more than a total of six weeks. The presumed period of disability may be extended for additional days before or after the end of pregnancy based upon written verification by the attending physician that the employee is disabled as a result of the pregnancy. Also see Article VIII. C. and E.
3. Any employee on sick leave shall be entitled to and shall receive all benefits as if she or he were regularly employed.
4. Worker's Compensation: Compensation during absence due to injury or illness incurred in the course of the bargaining unit employee's employment shall be

administered by the provisions of Worker's Compensation. The employer will pay the difference between Worker's Compensation and the employee's per diem pay with a deduction of  $\frac{1}{3}$  sick leave day for each day of absence, if the employee has accumulated sick leave.

## **B. PERSONAL LEAVE**

1. An aggregate of 2 non-cumulative personal days per year shall be granted to each Employee. Personal leave days shall be used for emergencies or to transact personal business that cannot be conducted during non-school hours or non-school days. A 48 hour notice shall be given; however, no days shall be taken before or after holidays, during the first or last 2 weeks of school or when more than 3 per building per day are requested. In an emergency situation, the above restrictions may be waived if approved by the administration. Unused personal days shall accumulate as sick leave.
2. Personal leave days will take precedence over professional leave days.

## **C. FAMILY MEDICAL LEAVE**

1. Each "eligible employee" as defined within the Family Medical Leave Act (FMLA) shall be entitled to a family or medical leave of absence which shall be defined as an approved absence available to eligible employees for up to 12 weeks of unpaid leave per 12 month period (measured from September 1 through August 31). Leave may be taken for those qualifying events identified within the Family Medical Leave Act. (See BOE Policy 5.185 Family and Medical Leave)
2. Inquiries related to FMLA should be directed to the Director of Human Resources.
3. If an Employee is entitled to paid leave, without limitation, a pregnancy related disability, the Employee may take the paid leave during the term of the family medical leave, however the combination of paid leave and family medical leave may be extended beyond 12 weeks only at the discretion of the District. Reduced, altered, or intermittent work schedules may be accommodated as provided in the Act. The limitations placed on length of leave by this Section shall not in any way affect the length of other leaves which may be available.
4. Spouses who are employed by the District are entitled to a combined total of 12 weeks of leave for the birth or adoption of a child or for the care of a sick parent.
5. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the Employee must provide reasonable prior notice not less than 30 days prior to the leave, and make efforts to schedule leave so as not to disrupt the District's operations. In case of illness, the Employee shall report periodically on his or her leave status and intention to return to work.

6. For purpose of this Family Medical Leave only, an Employee on an unpaid portion of a family or medical leave of absence shall continue to receive group insurance benefits for up to a total of 12 weeks, unless extended at the District's discretion, at the level and under the conditions that the coverage would be provided if the Employee had continued working and had not taken leave. In the event that an Employee elects not to return to work upon completion of an approved, unpaid leave of absence, the Employee must reimburse the District for the cost of any payments made to maintain the Employee's coverage, unless the failure to return to work was for reasons beyond the Employee's control.

#### ***D. PROFESSIONAL LEAVE DAYS***

1. Employees may be granted professional leave days to attend workshops, conferences, and seminars. Requests for leave shall be in writing and directed to the superintendent or his designee. Reimbursement for travel, lodging, and fees will be subject to approval by the superintendent or his designee.

#### ***E. OTHER LEAVES OF ABSENCE***

1. Leaves of absence may be granted without pay to Employees who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District and the value of continued employment to the District as determined by the Board.
2. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of instruction for students or needs of the District. Leaves of absence may be granted to Employees according to the following conditions:
  - a. Dates of departure and return must be acceptable to the Administration.
  - b. Written requests for leave of absence shall be subject to approval by the Board.
  - c. Leaves of less than 1 month need only superintendent's approval.
  - d. Employees may continue insurance benefits if they reimburse the District for any pro-rata costs of benefits for which they apply insofar as the insurance policy provision for leaves of absence will allow or as may be coordinated with Family Medical Leave. Employees on partial year unpaid leave of absence shall have the employer paid portion of their health insurance premium paid pro rata.
  - e. Advancement on the salary schedule shall be pursuant to Article VII. J. and K.
  - f. Employees on approved leaves will retain seniority. A year's seniority will be granted for the year of the leave if at least 160 days were worked and a half year if at least 80 days were worked. Seniority earned shall be pursuant to Article VI.A.4 and Article VI.B.4.

- g. Failure of the Employee to notify the District of intention to return at least 60 days before the end of the year or the semester prior to resuming duties will be considered as a resignation from continued contractual service, thereby removing the Board's obligation to re-employ.
- h. Leaves may be granted for:
  - i. Advanced study leading to a degree in an approved university
  - ii. Educationally related travel if the applicant provides itinerary and an explanation of how much such travel will improve the educational program
  - iii. Military service
  - iv. Child Care Leave (This leave may be used in conjunction with sick leave or Family Medical Leave.)
  - v. Sick leave may be used for periods of pregnancy related disability as provided at Article VIII A. 2. h.
- i. Upon request an unpaid leave of absence for child care shall be granted to commence at the termination of disability, as verified by the attending physician. The leave will terminate 1 year from the date of delivery or the end of the grading period, whichever occurs last
- j. In all other cases such as adoption, an employee shall be granted an unpaid child care leave, the duration of which shall be as mutually agreed between Administration and the Employee with due consideration for natural breaks in the school year, but in no event for a period longer than one calendar year.
- k. Other reasons acceptable to the Board, which will improve the educational program in the District.

## ***F. ABSENCE LESS THAN A FULL DAY***

1. A Certified Staff member working in the school setting who returns during or leaves after the first lunch period or 12 noon, whichever comes first, shall be charged with a half day absence.
2. Other Employees shall have absences calculated based upon the Employee's scheduled work hours per day.

## ***G. COMPULSORY COURT APPEARANCES***

1. There shall be no loss in salary because of absence due to jury duty or pursuant to subpoena issued by the clerk of a court to serve as a witness upon trial or to have a deposition taken in any school related matter pending in court. The Employee shall submit to the Business Office a court verification form and a personal check for the amount received for the court duty daily stipend. The Employee shall keep all mileage reimbursement paid by the court.

## **H. INCLEMENT WEATHER AND EMERGENCY CLOSINGS**

1. If an Employee is unable to report for work due to inclement weather, the lost time may be made up at the discretion of the Supervisor. Twelve month Employees shall not suffer loss of pay if the District offices are closed due to an emergency or inclement weather.

## **ARTICLE IX: GRIEVANCE PROCEDURE**

### **A. DEFINITION OF GRIEVANCE**

1. Any claim by the Association, any Employee, or group of Employees that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement may constitute a grievance.

### **B. CLASS ACTION GRIEVANCE PROCEDURE**

1. Class Action Grievances involving 1 or more Employees shall be stated as such in writing and filed by the Association at Step Three.

### **C. INDIVIDUAL GRIEVANCE PROCEDURE**

1. Step One
  - a. An attempt shall be made to resolve any complaint in an informal verbal discussion between the Employee and Supervisor.
2. Step Two
  - a. If a grievance cannot be resolved informally, the grievance shall be submitted in writing to the Supervisor within 10 work days (after the first Step One meeting but in no case more than 30 work days) from the time the event occurred that created the grievance. The Supervisor shall arrange a meeting within 6 work days during which each party may include in its presentation such witnesses it deems necessary to develop facts pertinent to the grievance.
  - b. The Supervisor shall submit a written response to the grievant within 6 work days following the meeting. The response shall include the reason for the Supervisor's decision. An Association representative may accompany the grievant.
3. Step Three
  - a. If the grievance is not resolved at Step Two, the grievance may be submitted in writing to the Superintendent within 10 work days after receipt of the reply from the Supervisor.
  - b. The Superintendent shall arrange a meeting within 10 work days upon receipt of the appeal.
  - c. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the grievance.

- d. The superintendent shall have 10 work days after the conclusion of the hearing to provide a written decision with reasons to the grievant.
4. Step Four
    - a. If the grievance is not resolved at Step Three to the grievant's satisfaction, the grievant may request within 10 work days after receipt of the decision of the superintendent a meeting with the Board of Education to discuss the grievance.
    - b. If such a request is made by the grievant, the Board of Education shall schedule a meeting within 30 work days. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop pertinent facts to the grievance.
    - c. Within 10 work days following the conclusion of the hearing, the Board of Education shall submit its written decision with reasons to the grievant. This step may be bypassed at the discretion of the grievant.
  5. Step Five
    - a. If the grievance is not resolved at Step Four to the Association's satisfaction, the Association shall, within 15 work days, submit a letter to the Board that grievance impasse has occurred. The Board and the Association shall jointly in writing request an arbitrator. The arbitrator's decision shall be final and binding on the Board and the Association.
    - b. Neither the Board nor the grievant shall be permitted to assert any grounds to the arbitrator, which were not previously disclosed to the other party.
    - c. The arbitrator shall not have authority to change the contract in any respect. Both parties shall have the opportunity to present all relevant evidence on the subject to the arbitrator, and be permitted to cross-examine the other party's witnesses. The Board and the Association shall each pay half of the total expenses incurred in the arbitration including the salary of the arbitrator; but each shall bear the full costs for their own representation in the proceeding and all of the actual costs relating thereto. Except as herein provided, such binding arbitration shall be as provided under the rules of the selected arbitrator's association.

#### **D. CLARIFICATION**

1. Conferences, hearings, and meetings under this provision shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons to attend, including witnesses entitled to be present and will be held insofar as possible after school hours. When such hearings and conferences are held at the option of the Administration during school hours, all Employees whose presence is required will be excused with pay.
2. A grievance may be withdrawn at any step without establishing precedent.
3. All records pertaining to a grievance shall be filed separately from the personnel files of the Employee.

4. All the time limits herein identified shall consist of work days except that when a grievance is submitted less than 10 days before the close of school term, time limits shall consist of all week days so that the matter may be resolved before the close of a school term or as soon as possible thereafter. Work days for the purpose of the grievance procedure shall mean the Employee's work days.
5. Time lines may be extended by mutual consent.
6. The failure to act on any grievance within the prescribed time limits will act as a bar to any further appeal.
7. The Association shall be entitled to be present at all grievance hearings, and shall receive all written grievance responses of the District if the Association is not the grievant's official advocate.

### ***E. REPRESENTATION IEA-NEA***

1. Representation is permitted at Step Three, b. of this procedure. Either party may request a colleague to be present at any step.

## **ARTICLE X: EFFECT OF AGREEMENT**

### ***A. FULL AND COMPLETE UNDERSTANDING***

1. The terms and conditions set forth in this Agreement represent the full and complete understanding between the District and Association. The terms and conditions may be modified only through the written mutual consent of the District and Association.

### ***B. LIMITATIONS***

1. Terms and conditions not expressly provided in the Agreement are to be reserved unto the Board and its officers and the authority granted to them by statute shall not be diminished by this Agreement.

### ***C. SAVINGS CLAUSE***

1. 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. Any provision found to be in conflict with the law will be renegotiated.

### ***D. DURATION***

1. This Agreement shall be effective upon each Employee's first working day in the 2007-2008 school year, and shall continue in effect until the day immediately preceding the 2011-2012 school year.

***E. NO STRIKE***

1. During the term of this Agreement Employees shall not participate in a strike in whole or in part.

## APPENDIX C: SUPPLEMENTAL PAY SCHEDULES

Class	Sponsorship	Percent of Base <sup>1</sup> FY08 – FY12
Class 6 <sup>2</sup>	Head Coach Basketball Head Coach Volleyball	12%
Class 5 <sup>2</sup>	Head Coach Track Head Coach Baseball	10%
Class 4 <sup>2</sup>	Assistant Coach Basketball Ass't Coach Volleyball Cheerleading Sponsor Scholastic Bowl Sponsor Destination Imagination Sponsor Chorus 1 Sponsor <sup>3</sup>	7%
Class 3 <sup>2</sup>	Assistant Track Coach	6%
Class 2	Pom Pon Sponsor	5%
Class 1	Student Council Sponsor School News Sponsor Speech Club Sponsor Yearbook Sponsor Chorus 2 Sponsor <sup>4</sup>	4%

### GAME SUPERVISION

\$10/Game

### OTHER ACTIVITIES

<sup>1</sup>Supplemental Pay amounts are computed as a percentage of the Certified Staff Salary Schedule Base Step 1 of the year in which the sponsorship is served.

<sup>2</sup> Sponsors in classes 3-6 will receive an additional \$25 per year of experience.

<sup>3</sup> Chorus 1 must comply with one of the following:

- a) Practices outside the school day with a minimum of 2 performances or competition outside the school day.
- b) Practices inside the school day with a minimum of 5 performances or competitions outside the school day.

<sup>4</sup> Chorus 2 must practice inside the school day and have a minimum of 2 performances or competitions outside the school day.

**MEMORANDUM OF UNDERSTANDING  
SALARY SCHEDULES**

The Association and Board agree that salary schedule increases for this contract are as follows:

Year	Certified	Paraprofessional	Secretary	Clerk	Other Support
2007-2008	3.2%	15.3%	6.9%	6.9%	3.2%
2008-2009	3.4%	3.4%	3.4%	3.4%	3.4%
2009-2010	3.4%	3.4%	3.4%	3.4%	3.4%
2010-2011	3.4%	3.4%	3.4%	3.4%	3.4%
2011-2012	3.4%	3.4%	3.4%	3.4%	3.4%

During the contract years 2008-2009 through 2011-2012 increases to salary schedules will have a 3.4% base. In the event that the change in Consumer Price Index (CPI) for tax extensions under the Property Tax Extension Limitation Law (PTELL) as provided by the Tazewell County Clerk's Office increases above the 3.4% base, salary schedules will increase to the lesser of 5% or the percentage increase in the Consumer Price Index or other economic indicator required by PTELL during the calendar year preceding the levy year. Salary schedules will not be less than the 3.4% base for the 2008-2009 to 2011-2012 contract years.

- Change in CPI for 2007 Extensions: 2008-2009
- Change in CPI for 2008 Extensions: 2009-2010
- Change in CPI for 2009 Extensions: 2010-2011
- Change in CPI for 2010 Extensions: 2011-2012

To address the current shortage area, all full-time Speech Therapists will receive a \$2,500 per year differential separate from their salary schedule for the contract years 2007-2008 through 2011-2012.

PEKIN PUBLIC SCHOOLS  
DISTRICT 108

EDUCATION ASSOCIATION OF PEKIN  
IEA/NEA

By:

By:

Title:

Title:

Date

Date

**MEMORANDUM OF UNDERSTANDING  
STUDY OF SUPPORT STAFF SALARY SCHEDULES**

The Association and Board agree that in the second year of the contract (2008-2009) the Communications Committee shall begin a study of support staff salary schedules to determine if educational lanes and differentials for selected categories need to be added. A recommendation shall be made by the end of the contract. Any recommended changes will be subject to approval of the Association and Board.

PEKIN PUBLIC SCHOOLS  
DISTRICT 108

EDUCATION ASSOCIATION OF PEKIN  
IEA/NEA

By:

By:

Title:

Title:

Date

Date

## **MEMORANDUM OF UNDERSTANDING EARLY RETIREMENT INCENTIVE**

The Education Association of Pekin and the Pekin Public School District 108 Board of Education agree to the MEMO OF UNDERSTANDING: EARLY RETIREMENT INCENTIVE (ERI) in the 2007-2012 Contract:

The Board of Education of Pekin Public Schools District 108, recognizing the services of its Employees, offers an early retirement incentive to all Employees who are eligible to retire within the conditions of this memorandum without any penalties to the District. This District Early Retirement Incentive (ERI) is meant to be an incentive to the Employee rather than a severance payment. The ERI is intended to benefit both the Employee and the District by avoiding either party's contributions under State Early Retirement Option (ERO). Consequently, the ERI may not be exercised in combination with ERO.

Failure to apply for the ERI when first eligible, whether in the current contract or a previous one, forever excludes an Employee from subsequently accepting this incentive.

At the time of retirement, the Employee must have at least 10 years of credited service to the District and be eligible for retirement without penalty to the District under either the Illinois Teachers Retirement System (TRS) or the Illinois Municipal Employees Retirement Fund (IMRF).

Further conditions of eligibility and the nature of the incentive offered differ according to each Employee's membership in either TRS or IMRF, as follows:

### **TRS Employees**

#### **Eligibility**

TRS Employees must take advantage of ERI by February 1 of the year that is three full years in advance of the time they expect to meet the conditions below. The application shall be in the form of an irrevocable resignation for the purposes of retirement effective at the end of the school year in which they expect to meet the following qualifications.

1. 60 years of age by June 30 in their final year of employment;
2. At least 55 years of age by June 30 or within a six-month period of June 30 (July 1-December 31) in final year of employment with 35 years of upgraded (2.2) years service;
3. At least 55 years of age by June 30 or within a six-month period of June 30 (July 1-December 31) in the final year of employment with 38 years of non-upgraded TRS years.

#### **Notes:**

1. At the Employee's discretion, up to 2 years' unused sick leave may be applied in computing years of service.
2. If an Employee reaches age 55 between July 1 and December 31, the District considers the Employee to have attained age 55 on the preceding June 30 in accordance with TRS guidelines.

#### **Incentive:**

The value of the ERI is based upon the Employee's Teachers Retirement System creditable earnings in the year the Employee submits the irrevocable notice of retirement. TRS creditable earnings equal the sum of any or all of the following elements. Salary schedule Base Pay, Longevity, Supplemental Pay, Extended Year, and stipends. The total salary paid in each year shall be computed as the sum of the amounts obtained by increasing each element by 6% of the

**MEMORANDUM OF UNDERSTANDING  
EARLY RETIREMENT INCENTIVE**

amount paid in the previous year while the Employee continues to perform the related services. Once a creditable earning is discontinued, it shall not be included in future calculations.

<b>Example 1: Base Pay: \$68,306 (Year 07-08 MA+30 w/TRS Step 24 ) Longevity: \$700</b>				
	Year Notice is Given	Year 1 6%	Year 2 6%	Year 3 6%
<b>TOTAL:</b>	\$69,006	\$73,146	\$77,534	\$82,186

<b>Example 2: Base Pay: \$68,306 (Year 07-08 MA+30 w/TRS Step 24 ) Longevity: \$700 Appendix C: \$3,350</b>				
	Year Notice is Given	Year 1 6%	Year 2 6%	Year 3 6%
	\$69,006	\$73,146	\$77,534	\$82,186
	+ 3,350	+ 3,741	+ 3,965	+ 4,202
<b>TOTAL:</b>	\$72,356	\$76,887	\$81,499	\$86,388

<b>Example 3: Base Pay: \$68,306 (Year 07-08 MA+30 w/TRS Step 24 ) Longevity: \$700 Appendix C: \$3,350 (Discontinued after Year 1)</b>				
	Year Notice is Given	Year 1 6%	Year 2 6%	Year 3 6%
	\$69,006	\$73,146	\$77,534	\$82,186
	+ 3,350	+ 3,741	+ 0	+ 0
<b>TOTAL:</b>	\$72,356	\$76,887	\$77,534	\$82,186

During the Employee’s last three years of employment, the Employee shall not receive any stipend, supplemental pay or other payment of any kind that they are not currently receiving at the year the notice is given except those authorized as exempt by TRS rulings. In no case will the Employee’s TRS creditable earnings in any year exceed more than 106% of the amount earned the previous year.

Insurance

All TRS Employees who retire from the District under the early retirement incentive must withdraw him/herself and all dependents from the District Insurance Plan, effective August 31 after the Employee’s last work day. Beginning on September 1 after the Employee’s last work day, the District will pay \$135 per month on behalf of the Employee for 60 months to the Teacher’s Retirement System Health Insurance Program (TRIP), assisting the retiree with their insurance premiums.

**MEMORANDUM OF UNDERSTANDING  
EARLY RETIREMENT INCENTIVE**

**IMRF Employees**

**Eligibility**

Application for ERI must be made with an irrevocable notice of retirement submitted on or before February 1 of the year before the Employee will retire and effective at the end of the following school year by which time the Employee must meet one of the following conditions:

1. 60 years of age by June 30 in their final year of employment
2. At least 35 years of service credit with IMRF.

**Incentive:**

The retirement year salary shall reflect an increase of twenty percent (20%) of the Employee's base salary and longevity of the year in which application is made.

	<b>Year Notice is Given</b>	<b>Retirement Year</b>
06-07 Base Salary		
200 Day Secretary		
Step 18	\$21,590	\$21,840
Longevity:	<u>+ 250</u>	<u>x 1.20</u>
SubTotal:	\$21,840	\$26,208
IMRF		<u>x 1.045</u>
TOTAL	\$21,840	\$27,387

**Insurance:**

Any Support Staff Association member eligible for and enrolled in the District insurance group for the final year of employment may remain in the District insurance group at District rates. For retirees eligible for this benefit, the District will pay \$135 per month on behalf of the Support Staff member for 60 months or for as long as the Employee remains in the District insurance group, whichever is less.

Note: Enrollment in the District insurance group is available only during the enrollment period in June of each year.

**Notices:**

**TRS**

All TRS Employees opting to take this early retirement incentive must deliver an irrevocable written notice to the Superintendent no later than February 1st of the year preceding their final 3 years of employment. This notice must be signed and cite their intention to retire at the end of the third subsequent school year under the early retirement incentive program. It must also be accompanied with a TRS "Benefit Estimate" verifying certifiable years from the retirement system.

Until April 1<sup>st</sup> of the final year of employment, in the event of a life changing event, all TRS Employees may request that the superintendent rescind their resignation. At the superintendent's discretion the resignation may be rescinded and the Employee may become re-eligible for the Early Retirement Incentive. The District shall recover the difference between the total received through the ERI and the amount the Employee would have received without ERI.

**MEMORANDUM OF UNDERSTANDING  
EARLY RETIREMENT INCENTIVE**

**IMRF**

All Support Staff opting to take this early retirement incentive must deliver an irrevocable written notice to the superintendent no later than February 1st of the year preceding their final year of employment. This notice must be signed and cite their intention to retire at the end of the following school year under the early retirement incentive program.

Until April 1st of the final year of employment, in the event of a life changing event, all IMRF Employees may request that the superintendent rescind their resignation. At the superintendent's discretion the resignation may be rescinded and the Employee may become re-eligible for the Early Retirement Incentive. The District shall recover the difference between the total received through the ERI and the amount the Employee would have received without ERI.

PEKIN PUBLIC SCHOOLS  
DISTRICT 108

EDUCATION ASSOCIATION OF PEKIN  
IEA/NEA

By:

By:

Title:

Title:

Date

Date