AGREEMENT

between the

Board of Education

of

Riverside School District 96

and the

Riverside Education Council

2025 - 2030

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ARTICLE I RECOGNITION

1.1 Parties

This Agreement is made by and between the Board of Education of Riverside School District No. 96, Cook County, Illinois (hereafter referred to as the "Board") and the Riverside Education Council (herein referred to as the "Union"), affiliated with the West Suburban Teachers Union, Local 571, IFT-AFT, AFL-CIO.

1.2 Recognition

The Board recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time professionally licensed personnel (hereinafter "Teachers") and for all full-time and regular part-time para-professionals and clerical employees, including library aides, building secretaries, guidance and library secretaries, Cafeteria employees, and special education aides (hereinafter "educational support employees") but excluding all supervisors, managerial, confidential and short-term employees and students as defined in the Illinois Educational Labor Relations Act, and excluding the Superintendent's secretary, District Office secretaries and the bookkeeper.

1.3 <u>Definition of Employee</u>

When used hereinafter in the Agreement, the word "employee" shall refer to a member of the bargaining unit described in Article 1.2 above, except as expressly limited otherwise (i.e., Teacher or educational support employee).

ARTICLE II MANAGEMENT RIGHTS

2.1 **Board Prerogatives**

The Union acknowledges that the Board has the responsibility and authority to:

- 1. Manage and direct, on behalf of the public, all of the operations and activities of the School District to the full extent provided by law, limited only by the lawful provisions of this Agreement;
- 2. Determine the time of operation, levels of services to be provided and the method and means of providing those services including entering into contracts with private vendors for services;
- 3. To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations with input from the Union where feasible; and
- 4. Hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to review, evaluate, promote, assign, and transfer all such employees.

Nothing in this Agreement shall limit the Board's obligation to bargain, during the term of this Agreement, the impact of a decision to subcontract or the impact of a decision to effect a reduction in force.

The foregoing rights are expressly limited by the terms and conditions of this Agreement.

2.2 Reservation of Rights

It is expressly understood and agreed by the Union that all functions, rights, powers, or authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board.

2.3 Non-Discrimination

The Board will comply with all State and federal laws regarding discrimination and equal employment.

ARTICLE III COUNCIL RIGHTS

3.1 Freedom of Association

- A. Employees shall have the right to organize, join, and assist the Union and to participate in professional negotiations with the Board through representatives of the Union of their own choosing. Membership in the Union or any other organization, however, shall not be considered a condition of employment or continuation of employment.
- B. The Board shall provide the Union with an opportunity to meet with new employees at their worksite for up to one (1) hour within the first two (2) weeks of employment or at a time mutually agreed upon by the Board and Union.

3.2 Use of Facilities and Equipment

The Union shall have reasonable use of the following:

- A. School building facilities for meetings of its officers and members, provided that such meetings do not conflict with other scheduled activities and that the Union notifies the Superintendent or designee in writing at least twenty-four (24) hours in advance of any meeting. Any additional expenses incurred by the Board from the use of said facilities shall be paid by the Union.
- B. School equipment, provided that a member of the Union's Executive Committee or designee be assigned responsibility for duplication of materials and that the Union reimburse the Board for all photocopied materials at a rate of five cents (\$.05) per page. The Union shall reimburse the Board for any damages, repairs and/or replacement of equipment rendered inoperable through the Union's negligent use. Use of school equipment shall in no way or at any time interfere with the educational program of the District.
- C. Designated bulletin boards in each school building, District mail service, e-mail services, and staff mailboxes for the purposes of posting and distributing Union information and literature, provided that a copy of all posted or distributed material is given to the Superintendent or designee at the same time. All such materials shall be identified as Union materials and be signed by, or in the case of e-mail originate with, an authorized official of the Union. The Union shall annually notify the Board in writing no later than October 1 of the name(s) of the authorized officials and shall promptly notify the Board of any changes in such authorization. The use of the e-mail services is subject to the District's Acceptable Use Policy.

3.3 Board Meeting Notice and Participation

The Union President or designee shall be advised of any regular, special or committee meeting of the Board, together with a copy of the agenda, at least twenty-four (24) hours prior to the scheduled time of such meeting, if possible. A duly authorized representative of the Union may be placed on the agenda of a regular meeting of the Board to voice items

of Union concern.

3.4 Access to Information

The Union shall have access to an electronic copy of approved minutes of all Board meetings and District policies. Upon reasonable request, the Board shall furnish to the Union a copy of the tentative budget, annual budget, public and readily available financial reports and audits, a directory of personnel, and pupil enrollment data. The Board will comply with the law with regards to providing additional member information to the Union and not disclosing certain personal information about Union members to third parties.

3.5 <u>Dues Deduction</u>

The Board shall deduct from each employee's pay the current dues of the Union and its affiliated organizations, in accordance with the terms of the employee's written authorization provided to the Board by the Union. Such deductions shall not vary in amount from paycheck to paycheck during any single school term between the October 15 and May 15 payrolls. The amount of dues to be deducted shall be annually certified by the Union and its affiliates and submitted in writing to the Superintendent or designee by October 1. Such authorization shall be deemed to be automatically revoked only upon termination of employment or the Superintendent or designee receives notice from the Union that an employee has revoked their authorization in accordance with the terms of the dues deduction authorization. A dues authorization shall be effective no later than fifteen (15) calendar days following its receipt by the Board. All dues deducted by the Board shall be remitted to the treasurer of the Union no later than ten (10) working days after such deductions are made. The Union, in accepting such dues, agrees to hold the Board harmless for all actions taken pursuant to this Section, provided the Board shall have complied therewith.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit or reassignment furnished under any such provisions.

3.6 Meetings with the Administration

At the request of either party, the Superintendent shall meet with the Union President to discuss the implementation of this Agreement and other items of mutual concern. The Superintendent and Union President may include other persons they deem necessary in the meetings.

3.7 Release Time for the Union President

- A. The Union President, with the approval of the Superintendent or designee, shall receive release time from student contact to handle issues related to the implementation of this Agreement.
- B. The Union President shall be granted one (1) day a year, without loss of pay, to attend Union conferences and/or Union professional activities. The Union will pay for the cost, if any, of a substitute.

ARTICLE IV EDUCATIONAL SUPPORT EMPLOYEE RIGHTS

4.1 Access to Records

Only one (1) official personnel file shall be maintained by the Board. Upon reasonable request, an employee may review the employee's personnel file, excluding confidential materials as defined by law. An employee shall have the right to be furnished with a copy of any non-confidential materials in the employee's personnel file. Each employee shall be sent or given a copy of any evaluative, disciplinary, or derogatory material at the time any such material is placed in the employee's file. The employee shall sign or initial the material indicating that the employee has seen the material. Within thirty (30) working days, an employee shall have the right to submit a written statement explaining the employee's position with respect to any document in the employee's file and, if submitted, the employee's statement shall be attached to the disputed portion of the personnel record. No item will be removed from the personnel file without notice to the employee. An employee may request the removal of material that is older than three (3) years from the employee's personnel file.

4.2 Reasons for Dismissal

Both the Board and the Union agree with the tenets of progressive and corrective discipline. Disciplinary action shall consist of the following measures:

- A. Verbal reprimand,
- B. Written reprimand,
- C. Suspension,
- D. Dismissal.

A non-probationary educational support employee will not be dismissed without just cause. When the seriousness of a particular offense makes the application of progressive discipline inappropriate, the appropriate disciplinary step may be taken.

4.3 Representation

When any educational support employee is required to appear before the Board or before any Board committee concerning any matter which could directly affect the continuation of that employee's employment or salary, the employee shall be given reasonable prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the employee's choosing present to represent the employee during such meeting or interview.

An educational support employee shall be entitled to the presence of a Union representative at an investigatory interview if the employee requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against the employee.

4.4 <u>Seniority Definition — Educational Support Employees</u>

A. Seniority shall be determined by date of hire in one of the following classifications: Secretarial; Paraprofessional; Cafeteria; Mid-Day Assistant; Nurses; and Library Assistant. In the event two or more employees in the same classification have the same date of hire, seniority will be determined in the following order: (1) length of continuous service in the District; (2) length of noncontinuous service in the District; (3) length of service in current position; and then (4) by lot. An employee with seniority in one classification shall not exercise seniority in any other classification.

Upon successful completion of the probationary period, an employee's seniority shall revert to date of hire.

In the event that an employee who possesses a teaching license is hired as an educational support employee, said employee shall not acquire tenure, nor shall the employee acquire seniority in any teaching position.

B. Seniority for less than full-time employment shall be credited on a pro-rata basis. For less than a full-years' service (i.e., either ten (10) or twelve (12) months), credit shall be pro-rated on a monthly basis. For less than a thirty (30) hour week's service, credit shall be pro-rated as follows:

20-30 hours = 3/4 15-19 hours = 1/2Less than 15 hours = 1/4

4.5 **Seniority List**

Prior to January 5 of each school year, the Superintendent or designee shall post a tentative list, showing the seniority by classification (Secretarial, Paraprofessional, Cafeteria, Mid-Day Assistant, Nurse or Library Assistant) of all non-probationary, educational support employees. The date the list is posted will be included on the list. A copy of the tentative list shall also be provided to the Union President.

The Union and each employee shall have twenty (20) work days from the date of posting of the seniority list to file written objections with the Superintendent or designee to the list. The objection shall specify any alleged errors. Failure of the Union or an employee to make a timely objection shall be deemed to be an acceptance of the list; the Union and employee shall be prohibited thereafter from challenging the rankings until the posting of a seniority list in the following school year.

4.6 Reduction in Force and Recall

- A. If the Board determines to reduce the size of its support staff, reductions of non-probationary, educational support employees shall be made in inverse order of seniority within the separate classifications set forth in Article IV, Section 5 above.
- B. Honorable dismissals will be made within the affected classification above

based upon seniority and will be preceded by written notice to affected employees at least thirty (30) days before the effective date of the dismissal.

C. Non-probationary employees shall be entitled to recall into the classification from which they were honorably dismissed for a period of time up to one (1) year from the first day of the school term following the effective date of the honorable dismissal. The recalled employees shall be reinstated in inverse order of their honorable dismissals. Employees who are honorably dismissed shall maintain a current address and phone number on file with the District office.

Notice of recall shall be sent by certified mail to the employee's address which is on file with the District office and shall state the time and date on which the employee is to return to work. The employee has seven (7) calendar days from receipt of notice to report the employee's intent to return to work. The Board shall notify employees of any recall no later than August 1 or as reasonably soon after as is practical.

An employee who fails to timely respond to a proper notice of recall shall be deemed to have resigned from employment with the District.

D. All benefits to which an employee was entitled at the time of the employee's layoff, including accumulated sick leave, vacation days and seniority, will be restored to the employee upon the employee's return to active employment. No such benefits shall accrue during the time period between honorable dismissal and recall. The employee will be placed on the salary schedule on the basis of the employee's previous District experience.

4.7 <u>Vacancies</u>

A vacancy exists when an employee holding the position has submitted the employee's resignation, been removed from the position, honorably or otherwise, or new positions are created, as determined by the Board or Administration. A vacancy notice shall be posted on the District's website and all current staff will be notified via email. A vacancy shall not be filled on a permanent basis until it has been posted for five (5) working days. All qualified applicants shall be permitted to apply for any such job.

When a vacancy is filled, the employee shall receive a copy of the job description, an explanation of all fringe benefits including, but not limited to medical insurance, dental insurance, sick leave, and personal leave, and a written statement of the employee's salary for the first year of the employee's employment in the position.

When a full-time vacancy arises, part-time employees in the same classification as the vacancy will have the right of first refusal to the full-time position based on seniority. In special circumstances, the District can fill the full-time vacancy without regard to seniority provided the Superintendent or designee has first met with the Union President to discuss the circumstances.

4.8 Probationary Period

A new educational support employee shall be considered a probationary employee until

the employee completes a probationary period of two (2) calendar years. The administration, in its discretion, may extend an educational support employee's probationary period an additional six (6) months, and shall notify the Union of such action. During the probationary period, the employee may be terminated without cause and the provisions of Article 4.2 shall not apply.

4.9 Evaluation Procedures

All educational support employees shall be observed on an informal and ongoing basis and evaluated by their immediate supervisor and/or Principal by May 1 annually. All employees shall be evaluated under the provisions of the District "Evaluation Plan for Non-Instructional Employees." The job expectations and requirements criteria and identity of evaluator shall be contained in the job description. All non-instructional staff shall receive a copy of the "Evaluation Plan for Non-Instructional Employees" and a copy of the job description by September 15 of each school year and prior to starting a new position. Any written notice provided for under the Evaluation Plan shall contain the specific substantiated facts upon which the notice is based.

Educational support employees will have a private conference with their immediate supervisor and/or Principal regarding their evaluation. Educational support employees will be given a copy of their evaluation at least one (1) work day prior to their evaluation conference.

4.10 **Special Education Training**

Any employee who is responsible for the instruction, supervision, and/or assistance of a special education student assigned to the employee shall be provided reasonable inservice and training in the techniques for servicing such student as well as appropriate support as determined by the Superintendent or designee.

Paraprofessionals may request approval from the Superintendent or designee to attend professional development related to their assignment. The decision to approve or deny by the Superintendent shall be final.

4.11 Physical Assault

Any employee who is physically assaulted by a student has the right to file a police report or pursue other legal alternatives.

4.12 Paraprofessional and Library Assistant Work Day/Work Year

- A. Full-time Paraprofessionals and Library Assistants are entitled to a thirty (30) minute duty-free lunch and twenty (20) minutes of paid break time. The break time will be scheduled during the student day by the Principal after consultation with the Paraprofessional or Library Assistant. The duty-free lunch time will be scheduled no earlier than thirty (30) minutes prior to or thirty (30) minutes after the student lunch time.
- B. Part-time Paraprofessionals and Library Assistants are entitled to a proportional amount of lunch time if they work three (3) hours per day prior to the student lunch time. Part-time Paraprofessionals and Library Assistants are entitled to a proportional amount of break time. Such times will be scheduled during the

student day by the Principal after consultation with the Paraprofessional or Library Assistant.

- C. The normal workday for full-time Paraprofessionals and Library Assistants will be seven (7) hours and ten (10) minutes inclusive of lunch on days they are scheduled to work.
- D. The work year for Paraprofessionals and Library Assistants shall consist of one hundred seventy nine (179) work days, plus five (5) emergency days. There shall be one hundred eighty four (184) paid days per school year.
- E. Paraprofessionals shall attend all District professional development days. Additionally, all newly hired paraprofessionals scheduled to begin working on the first day of school shall attend one (1) paid day of onboarding prior to the first day of school. This additional time shall be paid on a timesheet at the individual's rate of pay.

4.13 Secretarial Work Day/Work Year

The work day for Secretaries shall be seven (7) hours, plus one (1) hour of duty free lunch. The regular work week for Secretaries shall be thirty-five (35) hours. Secretaries who work in excess of thirty-five (35) hours and less than forty (40) hours will be paid the regular hourly rate.

The Secretarial work year will begin ten (10) workdays before the first day of staff attendance, and end five (5) workdays after the last day of staff attendance.

The work year for Secretaries shall consist of one hundred ninety five (195) work days, plus five (5) emergency days. There shall be two hundred (200) paid days per school year.

4.14 Overtime

Overtime is time worked in excess of forty (40) hours in a single workweek. Overtime pay is based on actual hours worked. Vacation, holidays, personal time and sick days will not be considered hours worked for purposes of determining overtime calculations. Accurate and complete time sheets of actual hours worked must be signed each week and submitted to the business office. Overtime shall not be worked without advance supervisor approval. Educational support employees who work in excess of forty (40) hours in a single workweek will be paid one and one-half time (1 1/2) the regular hourly rate. For purposes of this Agreement, the regular workweek is defined as Monday through Sunday.

4.15 Lunch and Recess Duty

The Board will attempt to staff student lunch and recess duty with Mid-Day Assistants. In the event additional supervisors are needed, the Administration will first solicit volunteers from the building Paraprofessionals. In the event the number of volunteers is not sufficient to cover the duty, or the volunteers are unqualified to hold the position, Paraprofessionals in the building may be assigned the duty, with part-time Paraprofessionals assigned first. If possible, any such assignment of full-time

Paraprofessionals will be made annually on a rotating basis.

Any Paraprofessionals who volunteer or are assigned the duty will be assigned an alternative thirty (30) minute duty-free lunch period during their regular workday and be paid their regular salary for performing the duty. Such alternative duty-free lunch period will not be scheduled more than thirty (30) minutes before or after the scheduled student lunch period.

In the event an alternative duty-free lunch period cannot be scheduled, the assigned staff member or volunteer will be compensated for the duty at the rate established in Article XII, Section 12.3.1 of this Agreement, pro-rated to the equivalent class period.

4.16 <u>Involuntary Transfers</u>

During the school year, an educational support employee may be involuntarily transferred. Prior to the implementation of the transfer, the employee's supervisor will initiate a meeting to present the reasons for the transfer. The employee will also receive written notice of the transfer stating the reasons for the transfer. If the employee is not satisfied with the explanation of the employee's supervisor, the employee may request a meeting with the Superintendent. If the employee is not satisfied with the resolution of the matter, the employee shall have the right to resign. Nothing herein will delay the transfer of the educational support employee.

4.17 Extra Duty Assignments and Compensation

The Superintendent will continue to work to minimize the number of situations when educational support employees are assigned duties outside of their regular job category. In the event that educational support employees are assigned to perform duties outside of their regular job category, they shall be paid at the rate required by the negotiated Agreement for the work performed or the employee's regular rate of pay, whichever is greater.

Paraprofessionals with a teaching license who are asked to substitute teach will fill out a time sheet in order to be paid \$40.00 per hour or their rate of pay, whichever is higher. Paraprofessionals who substitute teach will receive their 30-minute duty free lunch during the student lunch period or in the 30 minutes before or after the student lunch except in emergency situations.

Paraprofessionals who are required to attend after school professional learning meetings shall be paid at their hourly rate.

Educational support employees assigned to extra-duty assignments for which a stipend is provided in Appendix B shall receive those stipends instead of their hourly rate for any time commitment required by those extra-duty assignments.

4.18 Notification of Assignment

Each full-time and part-time educational support employee shall be notified in writing of the employee's tentative building assignment for the school year by August 15.

4.19 Summer School

The District will establish a schedule for summer school classes. Current District 96 staff will be notified of skill building summer school positions at least ten (10) days before the positions are externally posted. It is the intent that current District 96 staff will be hired to teach summer school classes whenever possible. To that end, current qualified, professionally licensed staff will be given first priority to teach skill building summer school classes before external candidates provided they apply for such positions by February 1. Professionally licensed staff interested in teaching summer school enrichment classes must submit a proposal for the class to the District by February 1. All summer school positions will be assigned based on experience, qualifications, discipline, and receipt of application or proposal by the set due date. Seniority will be considered if the District determines that two applicants are otherwise equally qualified.

Educational support employees will receive their regular hourly rate based on the salary schedule for work as an educational support employee during summer school. If hired to teach a summer school course, the educational support employee will be paid at the curriculum rate. In addition to the hourly teaching rate, the summer school educational support employee serving as a summer school teacher will also receive five (5) hours of plan time per course title taught at the curriculum rate.

4.20 Resignations

All educational support employees shall provide the Board with written notice of resignation at least fourteen (14) days prior to the effective date of resignation or obtain concurrence from the Board of resignation in less than fourteen (14) days.

4.21 Planning Time

Once a month, at the case manager's request and with the Principal's approval, Paraprofessionals can attend special education co-planning during the school day.

4.22 Activities of Daily Living

Paraprofessionals who are assigned to work with students who require regular daily assistance with activities of daily living ("ADL") including: hands-on hygiene care such as diaper changing and toileting related wiping of a student, will receive a one dollar (\$1.00) per hour/per student stipend. Paraprofessionals who are qualified for the stipend will be notified in writing. The Board and REC have a shared interest in having another employee assist/observe the assigned Paraprofessional with diaper changing and toileting of a student. An employee who assists/observes the assigned Paraprofessional with diaper changing and toileting of a student shall not be eligible for the stipend.

Paraprofessionals who have been hired to assist early childhood learners with activities of daily living shall not be eligible for the stipend.

If the Paraprofessional's role or responsibilities change during the school year and the Paraprofessional is no longer required to perform ADL for a student, the stipend will cease to be provided.

4.23 Nurse Work Day/Work Year

The work year for RNs and LPNs will begin in the week before the first day of Teacher

attendance. RNs and LPNs will work on two (2) days of the week before the first day of Teacher attendance. Both days will be paid. Time worked will be submitted on a timesheet.

The work year for Nurses shall consist of one hundred eighty one (181) work days, plus five (5) emergency days. There shall be one hundred eighty six (186) paid days per school year.

The Nurse work day shall follow the provisions of Sections 4.12(a)(b)(c) of this Agreement.

4.24 Training

Support employees who are required to complete state mandated training related to their job will be given time during the school day to complete the training. Support staff employees who are not provided such time will be paid at their hourly rate to complete such training outside of the work day for a maximum number of hours as mutually agreed upon by the Administration and Union President.

4.25 <u>Cafeteria Employee/Midday Assistant Work Day/Work Year</u>

Cafeteria Employees and Midday Assistants shall have work hours to be determined by the Cafeteria Manager or Building Principals, respectively.

The work year for Cafeteria Employees shall consist of one hundred seventy seven (177) work days, plus five (5) emergency days. The work year for Cafeteria Employees will begin on the first day of Teacher attendance; Cafeteria Employees will be present during the first two institute days of the school year for training and ensuring that all schools are set for the start of the year. There shall be one hundred eighty two (182) paid days per school year.

The work year for Midday Assistants shall consist of one hundred seventy seven (177) work days, plus five (5) emergency days. There shall be one hundred eighty two (182) paid days per school year.

In the event that the Board is unable to hire sufficient cafeteria staff, after engaging in due diligence in hiring and upon notice to the Union, the Board may employ a third-party contractor or employment service to provide workers for cafeteria positions without taking the steps currently required by the Illinois School Code.

If a third-party contractor or employment service to provide workers for cafeteria positions is engaged, the District will maintain postings of vacancies for cafeteria positions. Temporary cafeteria workers shall not be used to displace any of the District's cafeteria employees, shall not accrue seniority, and shall not be employed beyond the end of the school year in which their services are engaged.

Head Cook. Cafeteria Employees assigned to prepare the hot food will receive a one dollar and fifty cents (\$1.50) per hour stipend. The stipend will be assigned on a daily basis by the Cafeteria Manager who will ensure the employee receives additional training, to include food safety and sanitation practices.

4.26 **Guaranteed Hours**

Regular daily work hours for educational support employees shall not be reduced due to shortened student attendance schedules.

No educational support employee shall suffer any loss of pay from what would have been the employee's full regular daily hours on account of a late start or early dismissal called because of severe weather or other emergency.

Education support employees shall work on e-learning days. If a school building is open and an administrator is present, some educational support employees may be required by the administration to work on site.

Educational support employees may be required to work with a third-party provider to supervise students during shortened student attendance schedules.

ARTICLE V TEACHER RIGHTS AND WORKING CONDITIONS

5.1 Representation

When a Teacher is required to appear before the Board or before any Board committee concerning any matter which could directly affect the continuation of that Teacher's employment or salary, the Teacher shall be given reasonable prior notice of the reasons for such meeting or interview and shall be entitled to have two (2) representatives of the Teacher's choosing present to represent the Teacher during such meeting or interview.

5.2 Physical Assault

Any Teacher who is physically assaulted by a student has the right to file a police report or pursue other legal alternatives.

5.3 Educational Committees

- A. The Administration will provide all Teachers with an email notice of new committees, or study groups, vacancies on the committees, the process of application for membership and the anticipated time commitment. Members of all committees will be compensated at the curriculum rate for time spent attending committee meetings outside of the school day.
- B. A teacher who volunteers for a committee assignment and is not selected to serve shall receive an email indicating that they volunteered but were not selected.

5.4 <u>Duty-Free Lunch</u>

Each Teacher shall be entitled to a duty-free lunch period of not less than thirty (30) minutes per school day.

5.5 Work Year

The Board shall establish an annual school calendar that provides for one hundred eighty-five (185) days including student attendance days, parent/teacher conference days, institute days and five (5) emergency days.

There will be no more than two (2) consecutive institute days scheduled for the length of the contract.

The contractual year for Teachers shall be shortened by the number of emergency days not used. The Board shall not be obligated to close all buildings in the District if any particular building(s) must be closed.

5.6 Professional Learning

Teachers are required to participate in four (4) after school building level meetings of sixty (60) minutes in length each. The professional learning meetings shall be immediately after school. The Administration will provide Teachers with notice of the dates for meetings by the last day of the preceding school year. After school professional learning meetings will not be scheduled on parent-teacher conference days or institute days.

Teachers who are unable to attend any of the professional learning meetings must work with their Principal and the Director of Teaching and Learning to complete the professional responsibilities related to the missed meeting(s).

Aside from the four (4) meetings specified above, the District may schedule district and building professional learning meetings during the contractual work day, for example with half-day student schedules, to be determined at the discretion of the District. The four (4) after school meetings identified in this section are compensated as part of a teacher's base salary.

5.7. Professional Responsibilities

- A. Teachers are also required to conduct parent teacher conferences one (1) evening from 4:00 p.m. to 8:00 p.m. with a thirty-minute break after the conclusion of a student attendance day and one (1) day from 11:00 a.m. to 8:00 p.m. with a one (1) hour break which counts as a student attendance day. The Superintendent or designee and the REC president(s) will meet to determine the dates for conferences prior to the establishment of a school calendar. Teachers may offer a virtual option for families who are unable to attend in-person. A need for mid-year parent-teacher conferences will be determined through the MTSS process and the District will provide coverage when requested by the classroom teacher. The Administration will provide Teachers with notices of the dates for parent-teacher conferences by the end of the last day of the preceding school year. Parent conferences are compensated as part of a teacher's base salary.
- B. In addition to regularly scheduled workdays, all certified/licensed Teachers are required to attend Fall Parent Night and Spring Open House. In addition, Teachers shall work one (1) additional school evening/after school event corresponding with the grade level taught during the school year: Info Night for Potential Students (EC), Winter Concert (K-3), Spring Musical (4-5), 6th Grade Orientation (6), Event of Choice (7), Graduation (8). Special Area Teachers/Encore and Specialists who work with multiple grades may choose which additional evening event they attend. The Administration will provide Teachers with notice of the dates for the required evening events by the end of the last day of the preceding school year. These evening events are compensated as part of a teacher's base salary.
- C. Teachers may always attend as many evening events as possible on a voluntary basis and are encouraged to do so. If supervising administrators need Teachers to work an event, they may discuss the option with Teachers. If the supervising administrator requests that a Teacher attend an event(s) in addition to those otherwise required by this Section, the Teacher will be compensated at the supervision rate. All paid evening work must be approved in advance by the Teacher's supervisor.
- D. The Board recognizes that occasional conflicts arise which may cause a Teacher to request to be absent during such functions and requests to be excused from specific professional duties for reasons other than illness shall be presented to and approved by the building principal two (2) weeks prior to

the event. If granted, the Teacher shall attend a different event during the school year unless there are no remaining evening events left in the school year.

- E. A Teacher renewed for a second probationary year may be required, in the District's discretion, to attend Responsive Classroom training during the summer before the Teacher's second school year. The District shall pay for the registration fee for the training and pay to the Teacher a \$300 stipend. At the discretion of the District, the District shall pay for the registration fee for the training and pay a \$300 stipend for other Teachers who request and are approved to attend Responsive Classroom training during the summer. The District shall advise Teachers at the time of hire if there is a reasonable probability that they will be assigned to attend Responsive Classroom training.
- F. Part-time Teachers will fulfill the duties described in Sections 5.6 and 5.7 on a pro rata basis. The administration will determine how to define the pro rata duties of part-time Teachers by September 15.

5.8 Workday

Teachers shall be required to be at school seven (7) hours and ten (10) minutes of consecutive clock hours per regularly scheduled school day.

Full-time, regular education elementary Teachers will receive at least three hundred (300) minutes of plan time during each normal work week. Plan time is to be used for individual planning and preparation and to engage in collaborative work with colleagues. Co-planning meetings between regular education and special education Teachers shall not typically be scheduled during plan time. Plan time shall be scheduled in increments of preferably thirty (30) minutes, but not less than twenty (20) minutes.

Administration will endeavor to schedule every Teacher with at least one (1) planning period every regularly scheduled work day. If this is not possible, no Teacher will have two (2) consecutive years without one (1) planning period every scheduled work day.

Full-time regular education middle school level Teachers will receive five (5) periods of personal plan time and five (5) periods of team plan time during each normal work week. The plan time shall be scheduled in increments of preferably thirty (30) minutes, but not less than twenty (20) minutes. The Administration will endeavor to ensure that Teachers will not be assigned to a twenty (20) minute plan time in two (2) consecutive years.

Those Teachers who meet with individual or small groups of students as part of their regular assignment will self-schedule their plan time consistent with the above requirements. For purposes of this Section, examples of those who self-schedule their plan time will be: social worker, counselor, speech and language therapist, psychologist, reading/math specialist, librarian, EL, student services coordinator; and technology specialist.

Part-time Teachers will receive plan time on a pro-rata basis. Plan time will be included in the FTE calculations. These calculations will be completed by September 15 of each school year and the District will inform the Union President of the same.

As possible, Administration will endeavor to schedule Paraprofessionals to allow for plan time with regular education and/or resource Teachers. The Union President and Superintendent will meet to discuss such scheduling at the beginning of each school year.

5.9 Complaints Against Teachers

Any substantive complaint regarding a Teacher made to the Board or an Administrator by a parent, student or other employee shall be brought to the attention of the Teacher through proper channels. The complaining party shall be permitted to express the complaint and then, if appropriate, asked to discuss the matter with the Teacher concerned with the intention of resolving any differences before any adverse action is taken.

5.10 Access to Classrooms During Summer Recess

Each Teacher who is employed for the following school term shall be permitted reasonable access to the Teacher's classroom during the summer recess by making a request in advance to the Administration.

5.11 <u>Travel Time</u>

Itinerant Teachers assigned to more than one (1) school shall be provided reasonable time (at least thirty (30) minutes) for regularly scheduled travel between campuses. Such time will not be scheduled during the Teachers' thirty (30) minute duty-free lunch or planning time.

5.12 **Special Education Training**

Any Teacher responsible for the instruction, supervision, and/or assistance of a special education student shall be provided reasonable in-service and training in the techniques for servicing such student as well as appropriate support all as determined by the Superintendent or designee.

5.13 Administration of Medication

The Board shall not require any bargaining unit employee, except for nurses and LPNs/Health Aides to administer medication to students. Bargaining unit employees may volunteer to assist students in administering medication, in accord with applicable Board Policy.

5.14 <u>Discipline</u>

In the event an administrator requires an employee to attend a meeting to discuss any matter that might lead to discipline or possible disciplinary action against the employee, the employee shall be entitled to have an REC representative present. Other than situations involving serious misconduct all employees shall be subject to progressive discipline up to and including termination with or without pay for just cause

by the Superintendent or the Board of Education. Except in cases of emergency, employees who will be disciplined shall be given by the Superintendent or designee a written statement of charges against them, with an opportunity to respond. Along with a Union representative, the employee shall normally meet to discuss the charges with the Superintendent or designee prior to the discipline being effected, except in cases of emergency. Employees may appeal the decision of the Superintendent or designee to the Board of Education.

5.15 <u>Leadership Teams</u>

A Building Leadership Team (BLT) will be established in each school building and will be composed of the building Principal and volunteer staff members of the building. The number of staff members on each BLT will be determined by the building Principal. The BLT will function as an advisory committee to the building Principal and focus its work on examining building issues/concerns involving teaching and learning, building climate and culture, professional learning, and other issues agreed to by BLT members.

The BLT will meet monthly or as otherwise agreed by BLT members. Meetings will occur outside Teacher work hours and be compensated at the curriculum rate. Educational support employees who participate outside regular work hours will be compensated at the curriculum rate.

The administration will endeavor to schedule the meeting dates of the teams referenced in this section by September 15. The scheduled meetings may be rescheduled as needed.

5.16 Benefits Committee

The Board and Union shall establish a benefits committee to annually review the District's insurance programs to attempt to save or contain the cost of insurance benefits. The committee shall be composed of four (4) members appointed by the Union and four (4) members appointed by the Superintendent.

Annually, recommendations of the committee shall be subject to ratification by the Board and Union. The recommendations shall be reported to the staff no later than sixty (60) days prior to the insurance enrollment deadline.

5.17 **Lunch and Recess Duty**

- A. Elementary Teachers will not be assigned lunch and recess duty. Elementary Teachers may volunteer for lunch and recess duty. Teachers who volunteer for lunch and recess duty, during their personal plan time or during their lunch time, shall be compensated in accordance with the provisions of Article XII, Section 3.A. of this Agreement.
- B. Middle school Teachers may be compensated for lunchroom supervision only if it occurs during their duty-free lunch or personal plan time. During other times middle school Teachers may be assigned, on a rotating basis, to lunchroom supervision without compensation.

5.18 **Special Education Committee**

The Special Education Leadership Team (SPELT) will meet to discuss, problem solve, communicate procedures, identify and lead professional development relating to special education. SPELT will be composed of one early childhood Teacher, one special education Teacher representative from each school, one related service representative from each related service group, at least one building Principal, and the Director of Special Education.

SPELT will meet monthly, September through May, receiving the agenda prior to the meeting, with all members contributing items to the agenda, as they see appropriate. SPELT members will communicate monthly back to their buildings or related service groups, regarding the discussion and or special education procedures and processes.

5.19 Stipend Committee and Procedures

- A. The Union and Administration shall establish a Stipend Committee, as needed, to review proposals for new programs for students.
- B. Staff members performing the functions of a stipend position will remain in the position for the following school year unless notified in writing by the Administration by June 1 of the current school year. Such notification shall not preclude the staff member from reapplying for the stipend position. When a staff member wishes to resign a stipend position the staff member will notify the Superintendent or designee in writing by June 1. All staff will be electronically notified of vacant stipend positions and have five (5) days to apply for the position. If more than one staff member applies for the same position the Administration will use the following guidelines to fill the position if the Administration determines the applicants are otherwise equally qualified:
 - 1. Experience in the activity
 - 2. Regular assignment at the building where the activity will occur
 - 3. District seniority
- C. A staff member interested in leading an activity not included in Appendix B may submit a proposal for such activity to the Administration for tentative approval by June 15. If tentatively approved by the Administration, the Superintendent and Union President will recommend the activity and a stipend amount to be paid for the activity to the Board of Education for approval. Once approved by the Board of Education, the staff member will receive written confirmation of approval of the stipend before the first day of school. Any position created under this provision must be submitted to the Administration/Board of Education for approval annually.

5.20 New Teacher Orientation

Newly hired Teachers will work up to three (3) additional days in the beginning of the school year to be oriented to the District. Newly hired teachers will receive professional

development credit for their work during these days.

5.21 <u>Classroom Support</u>

As a part of each MTSS meeting, the building Administrator will work with each Teachers to determine the support needed for groups of students and/or individual students. Should more time be needed to develop a plan, the MTSS team will reconvene at the earliest available time to complete the plan for necessary supports.

ARTICLE VI TEACHER EVALUATION

6.1 Probationary Teachers

Probationary Teachers shall be formally observed and evaluated at least twice during each probationary school year by their immediate supervisor or other District Administrator, provided that at least one (1) observation will be completed by their immediate supervisor. The first observation shall be completed no later than December 15 of each school year. The second observation shall be completed no later than March 1 of each school year. There shall be a period of at least one (1) month between successive observations of each probationary Teacher. Probationary Teachers will complete goal-setting forms with the collaboration of their mentor while they are involved in the District's mentoring program and thereafter with their immediate supervisor or other District Administrator.

6.2 Tenured Teachers

Tenured Teachers shall be formally observed and evaluated at least once every three (3) school years by their immediate supervisor or if not possible by the Superintendent's designee. This does not preclude additional formal evaluations. In years in which a tenured Teacher is not formally evaluated, the Teacher shall participate in a goal-setting self-evaluation process with the building Principal.

After three (3) years of teaching in the District part-time teachers shall be evaluated in the same manner as tenured teachers.

6.3 Procedures

Formal written evaluations shall be completed only after a personal classroom observation of the Teacher has been made. Each observation shall be at least twenty (20) minutes in duration and will be preceded by a pre-observation conference. All classroom observations shall be conducted openly and with full knowledge of the Teacher. A draft of the post-observation report shall be discussed with the Teacher as soon as possible, preferably within ten (10) days, after the classroom observation. A final written observation report will be given to the Teacher within thirty (30) calendar days of the observation. Any Teacher whose observed performance indicates a need for remediation shall be notified promptly of the deficiencies requiring correction and recommendations for improvement. Each Teacher shall receive a copy of the Teacher's written evaluation and acknowledge receipt thereof.

The final summative evaluations will be completed for tenured Teachers no later than May 1 and no earlier than March 15 of the school year. For non-tenured Teachers, the final summative evaluations will be completed no later than March 15 and no earlier than February 1 of each year.

6.4 Access to Records

Only one (1) official personnel file shall be maintained by the Board. Upon reasonable request, a Teacher may review the Teacher's personnel file, excluding credentials and other confidential materials as defined by law. A Teacher shall have the right to be furnished with a copy of any non-confidential materials in the Teacher's personnel file.

Each Teacher shall be sent or given a copy of any evaluative or disciplinary material at the time any such material is placed in the Teacher's personnel file. Within thirty (30) working days, a Teacher shall have the right to submit a written statement explaining the Teacher's position with respect to any document in the Teacher's file and, if submitted, the Teacher's statement shall be attached to the disputed portion of the personnel record.

The Teacher shall sign or initial the material indicating that the Teacher has seen the material. A Teacher may request the removal of material that is older than three (3) years from the Teacher's personnel file. No item will be removed from the personnel file without notice to the Teacher.

6.5 PERA Committee

The Superintendent and Union President shall meet at the beginning of each school year to determine the need to convene a committee pursuant to the Illinois School Code to update the 24-A evaluation procedures. The committee shall consist of three (3) people appointed by the Administration and three (3) people appointed by the Union. The recommendation of the committee will be submitted to the Board and Union for ratification.

ARTICLE VII TEACHER ASSIGNMENTS, VACANCIES, AND TRANSFERS

7.1 Notice of Assignment

Each full-time and part-time Teacher shall be notified in writing of the Teacher's tentative teaching assignment and other responsibilities, if any, for the following school year by June 1.

Prior to an involuntary change in tentative teaching assignment, the Principal may seek volunteers to accommodate the change.

If a Teacher's tentative assignment is involuntary changed (for the next school year) after June 1, notice of such change will be provided by the Superintendent and the Teacher will have the right to meet with the Principal and Superintendent regarding such change with Union representation upon request by the Teacher.

If an involuntary change in subject matter (a middle school department) or full grade level (at the elementary level) is made to a tentative teaching assignment after August 10, the affected Teacher will be given twenty-one (21) hours of pay at the curriculum rate. The above provisions will not apply to newly hired Teachers.

7.2 <u>Vacancies</u>

A vacancy exists when an employee holding the position has submitted the employee's resignation, retired, been removed from the position, honorably or otherwise, or new positions are created, as determined by the Board. A vacancy notice shall be posted on the District's website and current District staff will be notified by school email. A vacancy shall not be filled on a permanent basis until it has been posted for five (5) working days. All qualified applicants shall be permitted to apply for any such job. Granting interviews and positions is at the sole discretion of the Administration.

Teachers interested in a transfer to another building to fill a vacancy should notify the Superintendent or designee in writing prior to March 1.

Teachers interested in positions filled after the first day of student attendance, should notify Administration by April 15 and Administration will meet with the Teacher to discuss consideration for the position for the following school year.

When a vacancy is filled, the Teacher shall receive a copy of the job description, an explanation of all fringe benefits including, but not limited to medical insurance, dental insurance, sick leave, and personal leave, and a written salary statement for the first year of the Teacher's employment in the position.

7.3 <u>Involuntary Transfer</u>

Any Teacher transferred involuntarily shall be entitled to a meeting with the building Principal, and if necessary, the building Principal and Superintendent, to discuss the reasons for the transfer. If the Teacher is not satisfied with the resolution of the matter, the employee shall have the right to resign irrespective of the provisions of Section 24-14 of the Illinois School Code.

7.4 Resignations

Teacher resignations shall comply with the provisions of Section 24-14 of the Illinois School Code, except under the terms noted in Section 7.3 of this Agreement.

ARTICLE VIII TEACHER REDUCTION IN FORCE

8.1 <u>Definitions</u>

- A. "Seniority" shall be defined as follows:
 - 1. Total years of continuous teaching service in the School District; provided, however, that less than full-time service shall be computed on a pro-rata basis, and that unpaid leaves of absence of one hundred and twenty (120) consecutive employment days or more shall not be counted in determining seniority.
 - 2. If the years of continuous total teaching service with the School District are equal between two (2) or more Teachers, then seniority shall be determined by total teaching service in the School District, whether or not continuous. Such service shall be computed in the manner described in paragraph 1, above.
 - 3. If two (2) or more Teachers remain equal after application of the factors set forth above, then seniority shall be determined by furthest horizontal movement on the salary schedule.
 - 4. If two (2) or more Teachers remain equal after application of the above factors, then the date of hire shall determine the most senior employee. If two (2) or more Teachers have the same date of hire, then seniority shall be determined by lot.
- B. "Teaching Service" shall be deemed to include service in both teaching and administrative positions.
- C. "Legal Qualifications" or "Legally Qualified" includes all legal qualifications for teaching in a specific position and any additional requirements for the position established by the Board (local qualifications) no later than May 10 of the school term preceding the school term in which the local qualifications first become applicable.
- D. "Vacancy" or "Vacant Position" shall include all full-time and part-time teaching positions, but does not include any substitute position or any short-term position becoming vacant because of leaves.

8.2 <u>Seniority List</u>

Each year the Board will establish, in consultation with the Union, a Seniority List, showing the name, length of service, current position, qualifications and categories for which the Teacher is eligible. A copy of the Seniority List shall be posted with the date of the posting on the document at each building at least seventy-five (75) calendar days before the end of the school term. Each year the Board will also establish, in consultation with the Union, a coded Sequence of Honorable Dismissal List. A copy of both lists will be provided to the Union President each year at least seventy-five (75) calendar days before

the end of the school term, along with the code to the Sequence of Honorable Dismissal List. The code shall be kept strictly confidential by the Union President except to the limited extent required for assessment and proper application of the List. District Administration will notify each Teacher of their placement on the Sequence of Honorable Dismissal List and grouping by January 15 of each school term.

The Union and each Teacher shall have ten (10) work days from the date of posting of the Seniority List to file written objections with the Superintendent to the information contained on the list, including the Teacher's ranking or qualification for positions. Any objections to a Teacher's grouping for purposes of the Sequence of Honorable List must be filed in writing with the Superintendent within ten (10) work days of receipt of the notice from the Administration. The objection shall specify any alleged errors. Failure of the Union or a Teacher to make a timely objection shall be deemed to be an acceptance of the listings; the Union and Teacher shall be prohibited thereafter from challenging the rankings or qualifications for a position until Lists are provided to the Union President in the following school year.

8.3 RIF Procedures

If the Board, in its sole discretion, determines to decrease the number of Teachers employed or to discontinue some particular type of teaching service, the Board shall conduct a reduction in force in accordance with the requirements of the Illinois School Code, Section 105 ILCS 5/24-12.

8.4 Recall Rights

Teachers honorably dismissed as part of a reduction in force shall be recalled in reverse order by seniority for any vacancy for which the Teacher is qualified and which occurs within the applicable recall period established by the Illinois School Code, Section 105 ILCS 5/24-12.

Any recalled employee shall retain the employee's accrued rights and all accumulated seniority; however, any period after the honorable dismissal during which the Teacher did not teach shall not be counted towards seniority.

To be eligible for recall, an honorably dismissed Teacher must provide the Board in writing, prior to the last day of the school term of dismissal, with the address where the employee may be reached. The Teacher must also notify the Board in writing, within ten (10) calendar days of mailing or within five (5) calendar days of receipt of the offer, whichever shall first occur, of the acceptance or rejection of any vacant position tendered to the Teacher during the recall period. Any Teacher who fails to notify the Board of the Teacher's acceptance or rejection of a recall position within the timelines set forth above shall be deemed to have waived the Teacher's recall rights and will no longer be eligible for any other vacant positions that become available within the recall period.

ARTICLE IX LEAVES

9.05 <u>Types of Leave</u> SHORT TERM AND PARENTAL LEAVE OPTIONS

	SICK LEAVE (ARTICLE IX, SECTION 1)	FAMILY AND MEDICAL LEAVE ACT (ARTICLE IX, SECTION 4)	PARENTAL LEAVE (ARTICLE IX, SECTION 5)
Eligibility	All employees.	All employees employed at least one year who have worked at least 1000 hours during the 12 months preceding the start of the leave.	Tenured teachers, except as otherwise noted.
Maximum Length	Until sick leave is exhausted.	12 weeks during any 12-month rolling period.	Remainder of school year plus one additional school year.
Application Date	As soon as need for sick leave is known.	Foreseeable: 30 days or as soon as need for leave is known. Unforeseeable: as soon as practical after leave begins.	No later than 60 calendar days before the expected start of the leave.
Return to Work	When sick leave is exhausted or need for leave is removed.	Notify District in writing of intent to return 30 calendar days prior to end of leave, when feasible.	Notify District in writing by March 1 of final school year of leave of intent to return.
Insurance	Premiums paid as though Teacher was working.	Premiums paid as though Teacher was working.	Premiums paid by Teacher unless part of an FMLA leave.
Paid/Unpaid	Paid.	Paid if Teacher has sick leave available and leave would qualify for sick leave use. Otherwise unpaid.	Unpaid.

9.1 Sick Leave

A. Each employee, full and part-time, shall be entitled to fourteen (14) sick days per year without loss of pay.

Unused sick leave may accumulate to three hundred and forty (340) days. Any employee who reaches the maximum accumulation of unused sick leave is entitled to the employee's annual sick leave allotment each year. At the end of the year, the employee's number of accumulated sick leave days will not exceed three hundred and forty (340) days.

Sick leave shall be interpreted to mean personal illness, mental or behavioral health complications, quarantine at home, or serious illness in the immediate family or household. The immediate family, for purposes of this Section, shall include parents, spouse, children, sisters, brothers, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

The Board may require a physician's certificate as a basis for pay during leave after an absence of three (3) consecutive days for personal illness or as it may deem necessary in other cases. The Board may from time to time require an examination of any employee by a physician licensed in Illinois to practice medicine and surgery in all its branches and shall pay the expenses thereof from school funds.

B. If an employee does not have sufficient accumulated sick leave days to cover the duration of the employee's absence, the Board shall grant the employee an unpaid leave of absence for the eligible period of temporary disability in accordance with Article IX, Section 9 of this Agreement.

9.2 Personal Business Leave

Each employee shall be entitled to three (3) days per year of personal business leave without loss of pay for matters which cannot be handled during non-school day hours for compelling personal reasons or for religious holidays for which school is in session. Such days do not accumulate from year to year and any unused personal days shall be applied to sick leave. Application for such leave shall be made on a designated form to the Superintendent or designee at least two (2) employment days prior to the desired onset of such leave, provided that, in an emergency, such application may be made at a later time with an explanation of such emergency. Such leave shall not be granted during the first five (5) or last five (5) employment days, on the days immediately preceding or following a school vacation, holiday or recess period, or on professional development days, provided that these restrictions shall not apply to recognized religious holidays or for circumstances approved at the discretion of the Superintendent or designee. No more than two (2) personal business leave days may be used consecutively without prior approval of the Superintendent of designee. Personal business leave shall be granted on a first come, first served basis. If more than seven (7) employees request the same day(s) for personal business leave, the Superintendent or designee may deny any such request and such denial is not subject to the contractual grievance procedure.

The employee need not specify the personal business or emergency necessitating the leave but shall sign the request form attesting that the reason for the leave conforms with the purpose of this Section.

Each employee may request two (2) additional days of personal business leave for the purpose of observing a religious holiday. The written request must include substantiation of the holiday and be submitted to the Superintendent or designee for approval no later than September 15 of each school year. This day will not be deducted from the teacher's sick leave and will not be added to accumulated sick leave if not used.

9.3 **Bereavement Leave**

Each employee shall be entitled to five (5) days of bereavement leave per year for a death in the immediate family. The immediate family, for purposes of this Section, shall include parents, spouse, children, sisters, brothers, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. Such days do not accumulate from year to year and any unused days are forfeited at the end of each year. At the discretion of the Superintendent or designee, employees may be permitted to use accumulated sick leave days for additional bereavement leave or for a death outside of the immediate

family. The five (5) bereavement leave days provided above shall run concurrently with any leave time under the Illinois Family Bereavement Leave Act ("FBLA").

9.4 Teacher Sabbatical Leave

The Board may grant to a full-time Teacher who has completed six (6) full terms of continued contractual service in Riverside School District No. 96 a sabbatical leave for up to one (1) school term for the purpose of resident study, travel, research, or other purposes designed to improve the school system. The Teacher shall agree in writing that if, at the expiration of such leave, the Teacher does not return to employment for at least one (1) full year, all sums of money received from the District during the sabbatical leave shall be refunded unless such return is prevented by illness or incapacity. No more than one (1) Teacher shall be granted such leave in any one (1) school year. Final approval shall depend on the Board's financial ability to pay for such leave. Compensation and benefits afforded any Teacher who is granted sabbatical leave shall be paid in accordance with the Illinois School Code.

9.5 Family and Medical Leave Act

A. <u>Definition</u>

As used in this Section:

- 1. "Eligible employee" means an employee who has been employed with the District for at least twelve (12) months and has at least 1,000 hours of service with the District during the twelve (12) months which precede the period of the requested leave.
- 2. The term "academic term" means that portion of the school year, July 1 to the following June 30, when school is in actual session.
- 3. The term "equivalent position" shall mean any position for which an eligible employee is legally qualified with compensation and benefits equal to or better than the compensation and benefits received by an eligible employee prior to being granted a leave under this Section.
- 4. Other terms shall be as defined in the Family and Medical Leave Act (Pl. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

B. Leaves

- 1. Eligible employees shall be granted a total of twelve (12) work weeks of unpaid leave during any academic year for one or more of the following reasons:
 - a) The birth of a child and to care for such child;
 - b) The adoption of a child or the placement of a foster child and to care for such child;

- c) To care for a spouse, son, daughter, or parent who has a serious health condition; and
- d) A serious health condition that makes the employee unable to perform the employee's job functions.
- 2. An eligible employee shall substitute accrued paid sick leave and personal leave days for unpaid leave days taken under Sections B(1) of this Article.

C. Notification

In any case in which the necessity of leave under subparagraphs B(1)(a) or (b) is based upon an expected birth or placement, the eligible employee shall provide the Superintendent at least thirty (30) days' notice before the date the leave is to begin, of the employee's intention to take leave under such sub paragraph. Where due to unforeseen circumstances, such notice is not practicable, said employee shall provide as early a notice as practicable.

In any case in which the necessary leave under subparagraphs B(l)(c) or (d) is based upon illness or a serious health condition, the eligible employee shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider. The eligible employee shall provide the Superintendent with not less than thirty (30) days' notice before the date the leave is to begin, of the employee's intention to take the leave. Where due to unforeseen circumstances such notice is not practicable, the employee shall provide as early notice as is practicable.

D. <u>Continuation of Health Insurance</u>

The Board shall maintain health care coverage for the duration of the twelve (12) week family and medical leave period at the same level and under the same conditions that existed at the time of the commencement of this leave provided the employee remits the employee's premium payment in the manner prescribed by the Board. Thereafter, with the approval of the insurance carrier, health care coverage may be continued solely at the expense of the eligible employee.

E. Accrued Benefits

No eligible employee taking family and medical leave shall experience the loss of benefits, such as group life insurance, disability insurance or pension benefits, accrued before the date such leave commences.

F. End of Academic Term

If an eligible ten (10) month employee begins leave:

1. More than five (5) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least three (3) weeks and the return to employment

would occur within three (3) weeks of the end of the academic term;

- 2. Less than five (5) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least two (2) weeks and the return to employment would occur within two (2) weeks of the end of the academic term; and
- 3. Less than three (3) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the academic term if it is greater than five (5) working days.

G. <u>Medical Certification</u>

An eligible employee requesting leave under subparagraphs B(1)(c) or (d) shall, concurrently with the required notification under paragraph 3 of this Section, provide written certification from a health care provider of the reasons for the employee's request for family and medical leave.

The Board may, at its expense, require the opinion of a second health care provider to confirm or challenge the certification from the employee's health care provider.

In the case of conflicting opinions, the Board, at its expense, may require a third binding opinion from a jointly selected health care provider.

During the period of an eligible employee's family and medical leave taken pursuant to subparagraphs B(1)(c) or (d) of this Section, the Board may require at reasonable intervals periodic re-certification from the health care provider of the employee or the employee's ill family member.

H. Restoration to Employment Upon Return from Leave

An eligible employee returning from family and medical leave shall be restored to the position of employment held by the employee when the leave commenced or to an equivalent position with equivalent benefits, pay and other conditions of employment. The primary consideration shall be that continuity of instruction for the students be maintained to the maximum possible degree.

I. Intermittent Leave or Leave on a Reduced Schedule

Where an eligible employee employed principally in an instructional capacity requests intermittent leave or leave on a reduced leave schedule to care for a seriously ill family member or for the employee's own serious health condition which is foreseeable based on planned medical treatment and the leave shall be greater than twenty percent (20%) of the total number of working days in the period during which the leave extends, the employee shall elect either to:

a) Take leave for a block of time, but not greater than the duration of the planned medical treatment; or

b) Transfer temporarily into an available alternative position, if one exists, with equivalent pay and benefits, for which the employee is qualified and better accommodates the recurring periods of leave.

9.6 Parental Leave

- A. Any employee who becomes pregnant may utilize sick days, if available, for the period of time she is disabled due to pregnancy and childbirth. The employee will give the District as much notice as possible of her disability leave. An employee who is eligible for FMLA shall, at least thirty (30) days before the expected date of delivery of the child, notify the District of her intention to return to work at the end of her disability or take the additional time provided by FMLA. The employee shall also provide a written statement from her physician indicating the expected date of delivery and the physician's opinion that she may continue in her employment, including the performance of her regular duties.
- B. A tenured Teacher may petition the Superintendent for a parental leave for child care subject to the following:
 - 1. The Teacher shall advise the Superintendent of the fact of pregnancy or adoption and anticipated leave plans no later than sixty (60) calendar days before the expected start of the leave, except in cases of unanticipated events. If pregnant, the Teacher shall also provide a written statement from her physician indicating the expected date of delivery and the physician's opinion that the Teacher may continue in her employment, including the performance of all regular duties. If adopting, it is the responsibility of the Teacher to keep the Superintendent informed of the proceeding and, as soon as known the expected date of the delivery to the adoptive parent(s) of the child.
 - 2. The Teacher and the Superintendent shall agree upon a plan for the start and end of such leave, taking into consideration the particular time factors that pertain. The primary consideration shall be that continuity of instruction for the students be maintained to the maximum possible degree. In no event shall the leave exceed the balance of the school year in which it begins, plus one (1) additional school year.
 - 3. Sick leave shall not be earned during the period of leave, but any accumulated sick leave available at the time of the start of the leave shall be available upon termination of such leave and return to employment in the District.
 - 4. For purposes of advancement on the salary schedule, and seniority credit, a Teacher who is actively working one hundred and twenty (120) work days or more shall be entitled to advancement as though the entire year has been completed.

- 5. The period of leave shall be without salary.
- 6. Parental leave is to provide child care for a new born child, an adopted child, new legal guardianship of a child, and/or foster child.
- 7. The parental leave must be approved by the Board of Education and its decision is final.
- C. Under special circumstances, a parental leave may be granted to a non-tenured Teacher or educational support employee by action of the Board, subject to all of the foregoing and to further agreement of the non-tenured Teacher that the period of time of the leave and of any year of employment which shall be less than an entire school term, shall not constitute any of the time necessary for employment prior to achieving tenure, nor shall the leave be considered as an interruption of service to the District. The granting of parental leave to a non-tenured Teacher or educational support employee shall not constitute a precedent for the granting of leave to any other, but each case will be judged upon its own merits.
- D. Written notice of intent to return to teaching shall be made to the Superintendent by the Teacher by March 1 of the final school year of the leave. Failure to so advise the Superintendent shall be treated as notification of election not to return to employment and as a resignation from the District.
- E. A Teacher on leave may continue insurance coverage at the Teacher's own expense.
- F. Upon return to employment at the end of the leave, the Teacher will be assigned to a position for which the Teacher is qualified. Every consideration shall begiven to returning the Teacher to the Teacher's former position. The primary consideration shall be that continuity of instruction for the students be maintained to the maximum possible degree.
- G. Teachers on leave will be subject to the same non-renewal or reduction-in-force displacements as any other Teacher.
- H. Acceptance of employment elsewhere during the term of the leave cancels the leave and terminates employment unless the employment is agreed upon in advance by the Board.

9.7 Professional Improvement Leave

Employees are encouraged to continue their education by participating in professional activities in the area of their specialization and in community education projects. A professional improvement leave with pay may be granted to an employee at the discretion of the Superintendent, provided the employee has submitted a request in advance with a statement of the purpose for the requested leave and an estimate of expenses for participation. If such a professional improvement leave is approved, the Board shall reimburse the employee for participation fees and reasonable travel, lodging, and meal expenses. The decision of the Superintendent to grant or deny such leave is non-precedential.

9.8 Jury Leave

Any employee who is required to serve on a jury of any court shall be excused from work without loss of pay for the days on which the employee must be present for such service and on which the employee would otherwise have been scheduled to work.

9.9 Teacher Temporary Illness/Disability Leave

A Teacher shall be granted a temporary leave of absence due to temporary illness or disability. Such leave shall be with pay for any days that sick leave is available; otherwise, such leave shall be unpaid. Temporary illness or disability shall be defined as any illness or incapacity which results in a Teacher's continued absence for less than ninety (90) school days during the school term, or any intermittent absence for ninety (90) out of the one hundred and twenty (120) school days involving a related illness during the school term. Any Teacher who remains ill or disabled after exhaustion of the temporary disability leave and any accumulated sick leave may apply to the Board for an extended unpaid disability leave in accordance with the requirements of Article IX, Section 11 of this Agreement.

To the extent that a Teacher's request for leave under this Section is for temporary illness or disability and also qualifies as a "serious health condition" under the Family and Medical Leave Act and to the extent that the Teacher is an "eligible employee" as defined in Article IX, Section 5 of this Agreement, the first twelve (12) weeks of a Teacher's leave under this Section shall also be construed as medical leave under the Family and Medical Leave provisions of Article IX, Section 5 of this Agreement.

9.10 Educational Support Employee Temporary Illness/Disability Leave

A full-time educational support employee shall be granted a temporary leave of absence due to temporary illness or disability. Such leave shall be with pay for any days that accumulated sick leave is available; otherwise, such leave shall be unpaid. Temporary illness or disability shall be defined as any illness or incapacity which results in a full-time educational support employee's continued absence for less than thirty (30) school days during the school term, or any intermittent absence for thirty (30) out of fifty (50) school days involving a related illness during a school term. Any educational support employee who remains ill or disabled after exhaustion of the temporary disability leave and any accumulated sick leave may apply to the Board for an extended unpaid disability leave in accordance with the requirements of Article IX, Section 11 of this Agreement.

To the extent that a full-time educational support employee's request for leave under this Section is for temporary illness or disability and also qualifies as a "serious health condition" under the Family and Medical Leave Act and to the extent that the full-time educational support employee is an "eligible employee" as defined in Article IX, Section 5 of this Agreement, the first twelve (12) weeks of a full-time educational support employee's leave under this Section shall also be construed as medical leave under the Family and Medical Leave provisions of Article IX, Section 5 of this Agreement.

9.11 General Conditions of Unpaid Leave

Unless otherwise set forth in this Article, any unpaid leave of absence afforded by the Boardis subject to the following general terms and conditions:

- A. <u>Time Lines for Requesting Leaves:</u> Application for unpaid leave shall be made in writing to the Superintendent or designee at least one hundred twenty (120) calendar days prior to the proposed start of the leave or, if the leave is for the following school year, by February 1 of the preceding year. An emergency request for an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending dates of the leaves.
- B. <u>Medical Substantiation:</u> Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature, anticipated extent, and duration of medical disability. Evidence from a qualified physician indicating the employee's ability to perform all assigned duties shall be submitted to the Superintendent or designee prior to the return of any employee on an unpaid leave for personal medical reasons.
- C. <u>Structuring of Leave:</u> The employee and the Superintendent or designee shall prepare a mutually acceptable plan for the commencement and termination of any leave of absence recommended for approval, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree and the pertinent factors related thereto. An unpaid leave shall not exceed the balance of the school year in which it commences and one (1) additional school year, except as otherwise limited in this Article. Wherever practical such leave shall terminate prior to the start of the new school year. Leaves that commence during the summer recess shall be deemed to start on the first day of the school year.
- D. <u>Insurance Benefits:</u> An employee on an unpaid leave of absence may maintain insurance benefits by making timely payments of all premiums which may be due to the District's Business Office or elsewhere pursuant to its direction. If the leave is taken as Family and Medical Leave pursuant to Article IX, Section 5, of this Agreement, the Board shall maintain medical care coverage for the duration of the twelve (12) week family and medical leave period at the same level and under the same conditions that existed at the time of the commencement of this leave. Thereafter, with the approval of the insurance carrier, medical care coverage may be continued solely at the expense of the eligible employee.
- E. <u>Salary Schedule Advancement/Seniority Effect:</u> An employee shall not receive seniority credit or experience credit towards salary schedule step advancement during the time in which the employee is on an unpaid leave of absence. During the school year in which a leave commences or terminates, an employee shall be entitled to advancement on the salary schedule and shall be afforded pro-rate seniority credit, provided the employee has actively worked at least one hundred and twenty (120) days of the school year.
- F. <u>Notice of Intent to Return:</u> Any employee granted an unpaid leave of eight (8) months or more, as a condition thereof, shall advise the Superintendent or designee in writing no later than February 15 prior to the termination of such leave

that the employee intends to return to employment. Failure to advise the Superintendent or designee of intent to return as required by this paragraph shall be treated as an election not to return to employment and may constitute a resignation from the District. If, at the conclusion of a leave granted under this Section, the employee is unable to return to work, said employee shall conclusively be determined to be totally and permanently disabled and the employee's employment shall cease. In such case, the Board shall cooperate with the employee in assisting the employee with the Illinois Teachers' Retirement System or the Illinois Municipal Retirement Fund for securing any disability benefits the employee may be entitled to receive.

- G. <u>Position Upon Return:</u> An employee returning from an approved leave of absence shall be assigned to the position of employment held by the employee when the leave commenced if available or vacant. In the event the position is not available or vacant, the employee will return to a position for which the employee is legally qualified and shall be entitled, if a Teacher, to all provisions of Article VII (assignments, vacancies and transfers). The primary consideration shall be that continuity of instruction for the students be maintained to the maximum possible degree.
- H. <u>Eligibility for Further Leaves:</u> Anything in this Section to the contrary notwithstanding, an employee who has been granted an unpaid leave of absence shall not become eligible for a subsequent unpaid leave of absence, unless and until such employee has returned to full-time service for at least one (1) complete school year, provided, under exceptional circumstances, the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.
- I. <u>Early Return from Leave:</u> At any time prior to the commencement of an unpaid leave, and upon written notice to the Superintendent, an employee may request to cancel or reduce the time period of the leave. The Board shall make a good faith effort to honor such request within its staffing constraints.

An employee on an approved leave of absence may request, in writing, to return to employment prior to the conclusion of the leave. In such an event, the Board shall offer the returning employee the position of employment held by the employee when the leave commenced if available or vacant. In the event the position is not available or vacant, the employee will return to the first available vacancy for which the employee is legally qualified, provided the employee is medically able to resume the duties assigned and provided that the Board is not under contractual obligations to any other employee for the position. The primary consideration shall be that continuity of instruction for the students be maintained to the maximum possible degree.

9.12 Proof of Absence

The Board of Education reserves the right to require reasonable proof for excused absences of any employee.

9.13 Job Sharing

Tenured Teachers may present requests for permission to job share to the Superintendent or designee for approval. Any such request must include a detailed plan outlining all elements of the job share. The Superintendent's decision granting or denying the job share is final.

9.14 Sick Leave Bank

The REC shall maintain a Sick Leave Bank for bargaining unit employees, who shall not be required to participate. The REC shall administer the Sick Leave Bank and establish rules for the implementation of the Bank. A copy of these rules shall be on file in the Superintendent's Office, as well as electronically for access by each member. The REC will also update the Superintendent of subsequent charges against the Bank. The REC agrees to hold harmless the Board for any claim, damages, or other legal actions initiated pursuant tothis Section.

9.15 Waiver of Cook County Paid Leave Ordinance

The requirements of the Cook County Paid Leave Ordinance are hereby waived, and shall not be applicable to the employees in this bargaining unit.

ARTICLE X NEGOTIATIONS PROCEDURES

10.1 Commencement

Negotiations for a successor contract shall commence not later than March 1 of the last year of this Agreement unless the parties mutually agree to some other date.

10.2 **Ground Rules**

Ground rules shall be mutually established for negotiations procedures by the negotiating representatives of both parties to the Agreement.

10.3 Mediation

After a reasonable period of negotiation and within forty-five (45) days of the scheduled start of the forthcoming school year, either party may determine that mediation is necessary. Under such circumstances, the parties shall request the appointment of a mediator from the Federal Mediation and Conciliation Service (FMCS). If the appointment of a mediator by FMCS cannot be made within three (3) weeks of the parties' request, the parties shall select a mediator from a list provided by the American Arbitration Association. Nothing contained in this Section shall preclude the parties from mutually agreeing to another person to act as a mediator.

10.4 Copies of Agreement

The Board shall provide every employee with one (1) copy of the final Agreement.

ARTICLE XI GRIEVANCE PROCEDURE

11.1 **Definitions**

- A. Any claim by the Union or an employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.
- B. As used herein, the term "days" shall mean employee work days, excluding summer vacation. During summer vacation, "days" shall mean days on which the School Business Office is open. The time limits specified in this procedure may be extended in any specific instance by mutual agreement of the parties in writing.

11.2 <u>Informal Procedure</u>

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and normal communications. If, however, the informal process fails to satisfy the employee or the Union, a grievance may be processed as follows:

11.3 Formal Procedure

A. <u>Step One:</u>

- 1. A written statement of the grievance shall be submitted to the Principal or immediate supervisor by the Union and/or the employee within twenty (20) days of the occurrence giving rise to the grievance or within twenty (20) days of when such occurrence should reasonably have become known. The written grievance shall specify the section or sections of this Agreement that are allegedly violated, misinterpreted, or misapplied, the facts on which the grievance is based, and the specific relief requested.
- 2. Within five (5) days after the written grievance is submitted, the Principal or immediate supervisor and the grievant shall meet to resolve the grievance at a time mutually agreed to by all parties concerned.
- 3. Within ten (10) days after such meeting, the immediate supervisor shall state the supervisor's decision in writing, together with the supporting reasons, and shall furnish one (1) copy of the aggrieved employee, if any, and two (2) copies to the Union representative.

B. Step Two:

- 1. If the Union and/or the employee is not satisfied with the First Step decision, the grievance may be appealed to the Superintendent within ten (10) days after the First Step answer is received.
- 2. Within ten (10) days thereafter, a meeting shall be held at a time mutually agreed to by all the parties concerned.

3. Within ten (10) days after such meeting, the Superintendent shall communicate the Superintendent's decision in writing, together with the supporting reasons, to the Union representative, the Union President, and the aggrieved employee, if any.

C. Step Three:

- 1. If the Union and/or the employee is not satisfied with the Second Step decision, the grievance may be appealed to the Board within ten (10) days after the Second Step answer is received.
- 2. At the next regular Board meeting, the Board shall establish by mutual agreement with the Union a date for a meeting on the grievance. Such meeting is to be held in no case later than the next regularly scheduled Board meeting.
- 3. Within ten (10) days after such meeting, the Board shall communicate its decision in writing, together with the supporting reasons, to the Union representative, the Union President, and the aggrieved employee, if any.

D. Step Four:

- 1. If the Union is not satisfied with the decision at the Third Step, the Union may refer the grievance to binding arbitration within fifteen (15) days after the decision has been provided at the Third Step.
- 2. The Union shall request the American Arbitration Association ("AAA") or the Federal Mediation and Conciliation Service (FMCS) to submit a list of arbitrators to the parties for selection of an individual to hear the arbitration in accordance with the rules of the Association. Nothing herein shall preclude the parties from mutually agreeing to a particular arbitrator to hear the matter.
- 3. The arbitrator shall be notified of the arbitrator's selection and shall be requested to set a time and place for the hearing, which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- 4. The arbitrator shall submit the arbitrator's decision in writing, which shall be final and binding on the parties, within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- 5. The arbitrator shall consider and decide only the specific issues submitted to the arbitrator in writing and shall base the decision solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

11.4 General Provisions

- A. Each party shall bear the full costs of its representation. The cost of the arbitrator and AAA/FMCS shall be divided equally between the parties. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Union.
- B. The grievant is allowed representation of his choosing at any step of the process. When an employee is not represented by the Union, the Union may be present as an observer at all meetings.
- C. If an employee is required by the Board to be involved in the processing of a grievance during school hours, the employee shall be excused for such purposes without loss of pay.
- D. A grievance may be withdrawn at any level without establishing precedent, and if withdrawn, shall be treated as though never having been filed.
- E. The failure of the employee or Union to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.
- F. If the Union and Superintendent agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.
- G. No reprisals shall be taken by the Board or Administration against any employee because of the employee's participation in a grievance. Nor will any reprisals be taken by the Union against an employee who does not want to participate in a grievance.

ARTICLE XII TEACHER COMPENSATION AND RELATED BENEFITS

12.1 Salary

For the term of this Agreement, Teachers shall be paid according to the compensation schedules set forth in Appendix A, which is attached hereto and incorporated into this Agreement. From said compensation schedules, the Board shall deduct and remit for each Teacher a sum equal to the entire required amount due from the employee on said schedule to the Illinois Teachers' Retirement System, to be applied for the retirement account of such Teacher. A Teacher shall have no right or claim to the funds so remitted except as permitted by law.

The first pay period for the year will be no more than 15 days after the first day of Teacher attendance.

Upon initial employment with the District, the Superintendent shall consider and evaluate a Teacher's previous experience in determining placement on the salary schedule. In order to attract candidates, the Superintendent may artificially place a new Teacher on the schedule which is equal to or less than the Teacher's years of prior experience, including out-of-state experience, public school experience, and private school experience at a salary placement no greater than that of any currently employed Teacher with the same number of years of in-District experience in the same educational lane; the Union shall be notified of any such placement, but such placement shall not be subject to review. Teachers hired on a part-time basis, or hired after the school year has commenced, shall receive salary on a pro-rata basis.

A tentative salary calculation worksheet will be reviewed with part-time employees by the Superintendent or designee prior to the beginning of each school year, but not later than August 15.

In recognition that licensure standards for Speech/Language Pathologists require hours beyond the traditional Master's Degree, the Superintendent will assess the transcripts of Speech/Language Pathologists upon initial employment with the District to assess if minimal placement at the MA+15 level is appropriate. Such assessment will also be done for any Speech/Language Pathologists employed before July 1, 2018.

12.2 Extra-Duty Assignments

Teachers assigned to extra-duty assignments shall be paid a stipend according to the schedules set forth in Appendix B, which is attached hereto and incorporated into this Agreement.

12.3 <u>Internal Substitution and Curriculum Work</u>

A. 12.3.1 Internal Substitution

A Teacher may volunteer to substitute during the Teacher's unassigned preparation period. In case of an emergency and after reasonable attempts to obtain volunteers have failed, a Principal may assign a Teacher to substitute. Any

Teacher who accepts or is assigned to such substitution shall be compensated at the rate of \$1.00 per minute.

When a Teacher is assigned by the District to perform interpretation or translation services during the Teacher's planning time, such work shall be considered an internal substitution and compensated according to this section. For purposes of this provision, "planning time" does not include a Teacher's time allocated to "family engagement/outreach."

For a Teacher who voluntarily accepts an overload assignment, defined as teaching the same class for at least five (5) consecutive school days, the rate of compensation shall be \$1.25 per minute of class time, effective from the first day of such assignment. This rate incorporates compensation for any additional planning.

B. 12.3.2 Curriculum Work

Teachers who perform curriculum work as authorized by the Superintendent or designee, shall be compensated at the rate of \$42.00 per hour.

12.4 Life Insurance

Each full-time Teacher shall be provided \$50,000 group term life insurance. Each full-time Teacher shall have the option of buying additional life insurance at the full cost, provided the premium is paid through payroll deduction.

12.5 <u>Hospitalization and Major Medical Insurance</u>

The Board shall provide each full-time Teacher with individual hospitalization and major medical insurance under a group policy. A review of the insurance plan or plans available to the District will be conducted by the Benefits Committee annually.

For the term of the Agreement, premium contributions for full-time Teachers will be as follows:

Single HMO	5%
Single PPO	9%
Family HMO	15%
Family PPO	19%

Teachers may apply for family coverage to cover a spouse, child/children, or other dependent.

Teachers who resign, retire, are not renewed, or are terminated at the end of a school year shall remain in the District's insurance program until September 1, in the same manner as if they were continuing their employment with the District.

During the term of this Agreement, the District shall investigate the possibility of offering a high deductible health plan (HDHP) with a health savings account (HSA), in addition to the existing HMO and PPO plans. If such a plan is created, the District and the Union will negotiate over the premiums, the deductibles, and employer contributions, to the extent permitted by law and by the District's insurance provider.

For the term of the Agreement, the employee portion of the PPO deductible will be as follows:

Single	\$1200
Single plus one	\$2400
Family	\$3600

12.6 Dental Insurance

The Board shall provide each full-time Teacher with an individual dental insurance plan up to a maximum of \$1,500 annually. The Board may offer dental insurance plans with greater benefits if the difference in cost is paid by the employee.

12.7 Mileage

Any Teacher using a personal automobile to travel in the performance of the Teacher's duties and responsibilities shall be reimbursed at the Internal Revenue Service rate per mile for the use of such vehicle.

12.8 Reimbursement for Graduate Hours

For all approved graduate work, Teachers may be reimbursed up to \$275 per semester hour per employee, to a limit of nine (9) hours per year.

In order to be eligible for reimbursement for graduate hours, Teachers must:

- A. Prior to enrolling in the course, secure approval from the Superintendent for reimbursement and provide notice to the Superintendent if the coursework will result in horizontal lane movement. Approval of course work will be subject to the following considerations:
 - 1. Course work must be conducted on a regular basis and/or student must have ongoing interaction with instructor; course must offer potential for developing professional relationships; course must have focus on intellectual rigor with consistent assignments and instructor feedback.
 - 2. Superintendent will review each application and will approve proposal, return with suggestions for approval, or deny application.
 - 3. For on-line courses, rationale for taking courses on-line rather than in a traditional classroom setting will need to be submitted and applicant must include responses to all parts of part 12.8.A.1 in the rationale.
 - 4. Independent study courses, video courses, teleconference courses and correspondence courses are funded only if they include regular on-line class meetings and ongoing interaction with an instructor.
 - 5. Practicums, internships, dissertation study, and thesis hours are not reimbursed.
- B. Seek reimbursement only for graduate hours related to and aligned with the employee's current professional assignment, District goals and/or needs and/or otherwise be of value to the District as determined by the Superintendent or designee;

- C. Seek reimbursement only for graduate hours offered by a nationally accredited institution; and
- D. Present an official college transcript of credit, indicating a "B" or better grade or a "pass" on a pass/fail course.

Employees shall, if warranted by completed course work, be moved to a new position on the salary schedule on September 15 (retroactive to the start of the school year) and/or January 30 (effective for the second half of the school year).

Total annual expenditures for reimbursement pursuant to this Section and Article XIII, Section 12 shall be limited to no more than \$50,000 during each fiscal year (July 1 to June 30). Should requests for reimbursement exceed this annual limit, such requests shall be dated and held until the following fiscal year. Any unpaid requests shall be the first paid in the order in which they were received when monies are available during the following fiscal year.

Credit towards horizontal movement on the salary schedule beyond the MA Lane shall be limited to approved graduate courses taken after the Master's Degree has been completed.

A Teacher who receives reimbursement for graduate hours must reimburse District 96 if the Teacher voluntarily resigns within two (2) school years of receipt of reimbursed monies unless otherwise approved by the Board of Education.

12.9 Part-Time Teachers

A part-time Teacher employed on a regular basis is eligible for fringe benefits provided by the Board, including: a) sick leave and personal emergency leave days on a pro-rata basis, b) health and accident insurance if the Teacher works thirty (30) or more hours per week, c) dental insurance if the Teacher works thirty (30) or more hours per week, and d) group life insurance if the Teacher works thirty (30) or more hours per week. Provided, however, that any employee who was eligible for insurance prior to July 1, 2007, will remain eligible for insurance coverage.

12.10 Retirement Incentives

A. Eligibility

A retirement program shall be available for the duration this Agreement for Teachers who meet all of the following eligibility criteria:

- 1. Completed at least twenty (20) years of full time Teacher service (or the equivalent thereof) in the District at the time of retirement.
- 2. Are considered by the Illinois Teacher's Retirement System ("TRS") to be at least age fifty-five (55) on the date of the Teacher's retirement. To be eligible for the stipend in C.1, the resignation must be effective no later than the end of the school term in which the Teacher is first eligible to retire without discount through TRS, but in any event no later than June 30, 2033.

- 3. Have filed for participation in the retirement program of TRS with a retirement date no later than June 30, 2033.
- 4. A Teacher hired after the effective date of this Agreement, must provide the Superintendent with the following information within n i n e t y (90) calendar days of the first day of employment and such other information as is appropriate to facilitate the implementation of this retirement program;
 - a) The number of years of creditable service with TRS.
 - b) The number of years of creditable service with non-TRS retirement systems in Illinois and other states which may be used for creditable service with TRS.
 - c) Other optional service credit which may be available for creditable service with TRS, such as leaves of absence or military service.
 - d) The number of days of sick leave from other TRS-covered employers available for service credit with TRS.

Where available, the information must be provided in a statement from TRS or other government agency or on a form developed by the District in consultation with the Union.

Before application to participate in this retirement program, all Teachers must provide an update to the District on the above information.

- 5. None of the Teacher's increases in creditable earnings in the years used to determine the Teacher's pension would cause the Board to be subject to any penalty nor shall this retirement program be available to any Teacher whose retirement requires the District to make an employer/Board contribution or payment of any kind to TRS.
- 6. Submitted a Letter of Intent to Retire as required below.

B. <u>Notice/Procedures</u>

In order to be eligible to participate in this retirement program, a Teacher must submit a notice of retirement by March 15 of the school year prior to receiving the benefits under section C through an irrevocable letter of intent to retire to the Superintendent, setting forth a retirement date at the end of a school year not later than June 30, 2033. This letter of intent to retire must be received by the Superintendent by March 15 of any year of this Agreement. Participating Teachers who elect to retire under the provisions of this program will receive only the benefits of this program and will not be entitled to receive any benefits under any retirement program negotiated in a successor bargaining agreement.

C. Benefit

1. Stipend

As a voluntary retirement benefit for bargaining unit members who qualify as provided above, the Board agrees to increase the Teacher's TRS creditable earnings by 5% annually over the Teacher's prior year's reported TRS creditable earnings for the Teacher's final one to three years of employment in the District. The increases under this program are in lieu of any other raise, step, or other creditable earnings increase to which the Teacher may otherwise have been entitled.

A retiring Teacher may receive no more than three (3) years of five percent (5%) creditable earnings increases under this program. A Teacher for whom an extra-duty stipend was part of the Teacher's creditable earnings in the school year in which notice is given and who voluntarily ceases to perform such duty in any year prior to retirement will have the stipend for that duty subtracted from the creditable earnings increases provided under this program for each remaining year. Under no circumstances may a Teacher participating in this program receive a creditable earnings increase of more than six percent (6%) over the Teacher's prior year's creditable earnings in the last four years before retirement.

Under no circumstances will the Board be required to increase a Teacher's creditable earnings above the amount which would result in the imposition of a penalty by TRS.

2. Service Stipend or Health Insurance Reimbursement

The Board of Education shall additionally pay to each eligible retiree a post-retirement service stipend for each year of full-time teaching service (or equivalent thereof) in District 96, provided the retiree's compensation will not cause the District to incur a penalty from TRS.

The stipend is as follows: For service of twenty (20) or more years to District 96, \$650 per year of full-time service or equivalent thereof.

This service stipend will not be due, owing or payable until the first business day in the January following the Teacher's retirement.

IN LIEU OF THE ABOVE SERVICE STIPEND, a retiring Teacher may elect to receive reimbursement for post-retirement health insurance, for up to five (5) consecutive years after the Teacher's date of retirement, in the amount of up to \$3,750 annually, regardless of Medicare eligibility.

D. General Provisions

Under no circumstances will the Board be required to increase a Teacher's creditable earnings above the amount which would result in the imposition of a

penalty by TRS.

If legislation is enacted or administrative rules or interpretation adopted during the term of this Agreement adversely affecting the Board's obligations or the Teacher's rights related to any of the benefits set forth in this section, the parties agree to meet within 30 days of the passage of the legislation or effective date of the rules to reopen and renegotiate the provisions and impact of any and all employees and the Board.

E. Program Duration

Regardless of the participation and experience in the implementation of this Agreement, in no event shall this Agreement create an expectancy of a property interest among staff members beyond the term of this Agreement. The benefits set forth above will not be regarded as a policy, custom, practice, or contractual agreement between the parties beyond the term of this Agreement.

F. Retirement Cancellation and Accelerated Retirement Date

Should a diagnosis of terminal illness of the Teacher, Teacher's domestic partner, or spouse be made or life altering event occur prior to the effective date for retirement, the Teacher may revoke the Teacher's retirement and remain as a Teacher in the District by first repaying any sum of money paid under this Article by the Board of Education to the Teacher and second, by providing the Board of Education with notice in writing about the cancellation. Any such repayment of funds must be completed within two (2) years of the date of notification to the Board of Education. The Teacher may not thereafter receive the benefits in Section C.1 of this retirement program. Should the change in the timing of the Teacher's retirement cause a penalty to the District, the Teacher will be obligated to repay the District the portion of compensation resulting in the penalty.

Should a Teacher be unable to perform the Teacher's duties as a result of a physical or mental disability and require an earlier retirement date, the Teacher shall notify the Board of the earlier retirement date. In such circumstances, the Teacher shall not suffer a loss of benefits or need to return any payments to the District because of the earlier retirement date. Should a Teacher resign early for any other reason, the Teacher shall forfeit the Teacher's post retirement service stipend or post retirement stipend and shall be obligated to repay the District any portion of the compensation resulting in penalty to the District.

12.11 403(b) and Flexible Spending Accounts

The District will offer a 403(b) program for all eligible employees.

The District will implement, at no cost to the employees, a flexible benefit plan under the provisions of the IRS Code. The annual allowance will be determined by the IRS maximum guidelines.

12.12 <u>Summer School</u>

The District will establish a schedule for summer school classes. Current District

96 staff will be notified of skill building summer school positions at least ten (10) days before the positions are externally posted. It is the intent that current District 96 staff will be hired to teach summer school classes whenever possible. To that end, current qualified, professionally licensed staff will be given first priority to teach skill building summer school classes before external candidates provided they apply for such positions by February 1. Professionally licensed staff interested in teaching summer school enrichment classes must submit a proposal for the class to the District by February 1. All summer school positions will be assigned based on experience, qualifications, discipline, and receipt of application or proposal by the set due date. Seniority will be considered if the District determines that two applicants are otherwise equally qualified.

The rate of pay for summer school will be the curriculum rate for Teachers. In addition to the hourly teaching rate, the summer school Teacher will also receive five (5) hours of plan time per course title taught at the curriculum rate.

12.13 <u>National Board Certification/Doctoral Degree/School Psychologist</u> <u>National Certification</u>

Teachers who are awarded National Board Certification status, Teachers who complete a Doctoral Degree from an accredited college or university and School Psychologists who receive the National Association of School Psychologist's National Certification will receive a one-time bonus payment of \$3,000.00 in the school year following notice of the award, doctoral degree or the eligible certification. Beginning with the school year after the one-time bonus is paid, an annual stipend of \$1,000.00 will also be paid in every subsequent year the Teacher retains eligible National Certification status or an eligible Doctoral degree. Qualified Teachers who were awarded an eligible National Certification status or an eligible Doctoral degree before their first year of employment by the District, will receive the one-time bonus payment during their first year of employment with the District and the annual stipend beginning the following school year for eligible National Certification status or an eligible Doctoral degree.

If more than five (5) qualified Teachers submit notice of conferral for eligible National Certification status in the same school year, payment of the one-time bonus can be delayed to the following school year based on order of receipt of notification from the qualified Teachers. Only in the event that the Board delays the payment of the one-time bonus, will a Teacher receive both the bonus and stipend in the same school year.

In order to be eligible for the bonus and stipend through for eligible National Certification, the Teacher must:

A. submit notice to the Superintendent of registration in the National Certification program by the annual National Certification deadline;

- B. provide official notice of conferral of National Certification status to the Superintendent by March 1;
- C. not be receiving a retirement incentive from the Board pursuant to Article XII, Section 10; and
- D. payment of the bonus or stipend will not cause the Board to incur a penalty from TRS.

In order to be eligible for the Doctoral Degree bonus, the Teacher must:

- A. submit notice to the Superintendent of registration in a doctoral program;
- B. provide notice of conferral of Doctoral degree status to the Superintendent by March 1;
- C. not be receiving a retirement incentive from the Board pursuant to Article XII, Section 10;
- D. not be eligible to earn the National Certification bonus or stipend; and
- E. payment of the bonus will not cause the Board to incur a penalty from TRS.

A Teacher will not receive tuition reimbursement in the school years from notice of registration in the National Certification program until conferral of National Certification status or withdrawal from the program.

A Teacher who receives an eligible National Certification or Doctoral Degree bonus must reimburse District 96 if the Teacher voluntarily resigns within one (1) year of eligibility for the bonus unless otherwise approved by the Board of Education.

ARTICLE XIII EDUCATIONAL SUPPORT EMPLOYEE SALARY AND FRINGE BENEFITS

13.1 Salary

For the term of this Agreement, educational support employees shall be paid according to Appendix C which is attached hereto and incorporated into this Agreement.

A tentative salary calculation worksheet will be reviewed with part-time employees by the Superintendent or designee prior to the beginning of each school year, but not later than August 15.

13.2 **IMRF Contributions**

The Board shall pick up and pay out of the educational support employee's earned compensation the employee's contribution to the Illinois Municipal Retirement Fund. Contributions so picked up shall be treated as employer contributions in determining tax treatment under the United States Internal Revenue Code.

13.3 <u>Hospitalization and Major Medical Insurance</u>

The Board shall provide each full-time educational support employee with individual hospitalization and major medical insurance under a group policy. A review of the insurance plan or plans available to the District will be conducted by the Benefits Committee annually.

For the term of the Agreement, premium contributions for full-time educational support employees will be as follows;

Single HMO	5%
Single PPO	9%
Family HMO	15%
Family PPO	19%

For the term of the Agreement, the employee portion of the PPO deductible will be as follows:

Single	\$1200
Single plus one	\$2400
Family	\$3600

Employees who resign, retire, are not renewed, or terminated at the end of a school year shall remain in the District's insurance program until September 1, in the same manner as if they were continuing their employment with the District.

During the term of this Agreement, the District shall investigate the possibility of offering a high deductible health plan (HDHP) with a health savings account (HSA), in addition to the existing HMO and PPO plans. If such a plan is created, the District and the Union will negotiate over the premiums, the deductibles, and employer contributions, to the extent permitted by law and by the District's insurance provider.

13.4 Dental Insurance

The Board shall provide each full-time educational support employee with an individual dental insurance plan up to a maximum of \$1,500 annually. The Board may offer dental insurance plans with greater benefits if the difference in cost is paid by the employee.

13.5 Life Insurance

The Board shall provide each full-time educational support employee with \$50,000 of group term life insurance. Each full-time educational support employee shall have the option of buying additional life insurance at the full cost, provided the premium is paid through payroll deduction.

13.6 Part-Time Educational Support Employees

A part-time educational support employee employed on a regular basis is eligible for fringe benefits provided by the Board, including: (a) sick leave and personal emergency leave days on a pro-rata basis; (b) health and accident insurance if the educational support employee works thirty (30) or more hours per week; (c) dental insurance if the educational support employee works thirty (30) or more hours per week; and (d) group life insurance if the educational support employee works thirty (30) or more hours per week. Provided, however, that any employee who was eligible for insurance prior to July 1, 2007, will remain eligible for insurance coverage.

13.7 <u>Cafeteria Employees</u>

Cafeteria employees shall be paid in accordance with provisions set forth in the Appendix C. Cafeteria employees who work less than thirty (30) hours per week shall be entitled to individual, health, medical and dental insurance at the rate of ninety percent (90%) Board-paid cost of individual coverage. They may also apply for dependent coverage under the District's group policy, provided the employee contributes fifty percent (50%) of the difference between the individual and family premiums towards the cost of family coverage.

13.8 Nurses

- A. Registered Nurses without a school nursing license shall be paid according to Appendix C, Group 4.
- B. Licensed Practical Nurses (LPN)/Health Aides shall be paid according to Appendix C, Group 5.
- C. Nurses with a school nursing license (CSN) shall be paid on the Teachers' salary schedule and receive the same benefits as Teachers. Nurses new to the District will be placed on the salary schedule at a position equal to or greater than the registered nurse's salary in Appendix C, Group 4.

13.9 Educational Support Employee Retirement Incentive

A. Eligibility

An educational support employee who has fifteen (15) years of service shall,

upon request, receive a six percent (6%) raise in lieu of any scheduled salary increase for the employee's final year of employment, or the employee's regularly scheduled salary increase, whichever is greater.

An educational support employee who has fifteen (15) years of service shall also receive a post-retirement service stipend of 6% of the employee's final hourly rate annualized. This service stipend will not be due, owing or payable until the first business day in the September following the educational support employee's retirement.

An educational support employee may also use the dollars the Board would otherwise grant for unused sick days to defer the cost of District insurance after retirement.

Upon retirement, provided the educational support employee who has fifteen (15) years of service to the District and is at least fifty-five (55) years of age, the employee shall have the option of applying accumulated sick leave days toward retirement or receiving a payment based on \$36 per day up to a maximum of one hundred (100) days.

In addition to the above benefits, educational support employees retiring with at least twenty (20) years of full-time service to the District shall be eligible to receive reimbursement for post-retirement health insurance, for five (5) consecutive years after the date of retirement, in the amount of up to \$1,500 annually, regardless of Medicare eligibility.

B. <u>Procedures</u>

In order to be eligible to participate in this retirement program, an educational support employee must submit an irrevocable letter of intent to retire to the Superintendent, setting forth a retirement date at the end of any school year of this Agreement. The letter of intent to retire must be received by the Superintendent by January 15, of any year of this Agreement.

13.10 Reimburgement for Undergraduate or Graduate Hours

For all approved undergraduate or graduate work, educational support employees may be reimbursed up to \$275 per semester hour per employee, to a limit of nine (9) hours per year. In order to be eligible for reimbursement for undergraduate or graduate hours, an educational support employee must:

- A. Successfully complete the employee's probationary period;
- B. Secure approval from the Superintendent for reimbursement prior to enrolling in course(s). Approval of course work will be subject to the following considerations:
 - 1. Course work must be conducted on a regular basis and/or student must have ongoing interaction with instructor; course must offer potential for developing professional relationships; course must have focus on intellectual rigor with consistent assignments and instructor

- feedback.
- 2. Superintendent will review each application and will approve proposal, return with suggestions for approval, or deny application.
- 3. For on-line courses, rationale for taking courses on-line rather than in a traditional classroom setting will need to be submitted and applicant must include responses to all parts of part 13.12.B.1. in the rationale.
- 4. Independent study courses, video courses, teleconference courses and correspondence courses are funded only if they include regular on-line class meetings and ongoing interaction with an instructor.
- 5. Practicums, internships, dissertation study, and thesis hours are not reimbursed.
- C. Seek reimbursement only for undergraduate or graduate hours related to and aligned with the employee's current professional assignment, District goals and/or needs and/or otherwise be of value to the District;
- D. Seek reimbursement only for undergraduate or graduate hours offered by a nationally accredited institution; and
- E. Present an official college transcript of credit, indicating a "B" or better grade for undergraduate or graduate hours or a "pass" on a pass/fail course.

Total annual expenditures for reimbursement pursuant to this Section and Article XII, Section 8 shall be limited to no more than \$50,000 during each fiscal year (July 1 to June 30). Should requests for reimbursement exceed this annual limit, such requests shall be dated and held until the following fiscal year. Any unpaid requests shall be the first paid in the order in which they were received when monies are available during the following fiscal year.

An employee who receives reimbursement for undergraduate or graduate hours must reimburse District 96 if the employee voluntarily resigns within two (2) years of receipt of reimbursed monies unless otherwise approved by the Board of Education.

13.11 403(b) and Flexible Spending Accounts

The District will offer a 403(b) program for all eligible employees.

The District will implement, at no cost to the employees, a flexible benefit plan under the provisions of the IRS Code. The annual allowance will be determined by IRS maximum guidelines.

13.12 Mileage

Any educational support employee using a personal automobile to travel in the performance of the employee's duties and responsibilities shall be reimbursed at the Internal Revenue Service rate per mile for the use of such vehicle.

ARTICLE XIV EFFECT OF AGREEMENT AND DURATION

14.1 <u>Complete Understanding</u>

The terms and conditions set forth in this Agreement represent the full complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written amendments executed according to the provisions of this Agreement.

14.2 Negotiations Acknowledgement and Waiver

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right to make proposals with respect to any matter not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. The Union, therefore, for the life of this Agreement, voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, except as otherwise specifically provided herein. The parties each further agree that they shall not be obligated to bargain collectively during the term of this Agreement with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Changes in the Teacher's work day, preparation time, junior high weekly assignments and formal Teacher suspension policy shall be specifically exempted from the above waiver and subject to negotiations. Changes in the educational support employee work hours, break times, lunch periods, or formal disciplinary suspension procedure shall be specifically exempted from the above waiver and subject to negotiation.

14.3 Savings Clause

If any article, section, or provision of this Agreement be declared illegal or unenforceable by a court of competent jurisdiction, said article, section or provision shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and provisions shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or provision.

14.4 <u>Individual Contracts</u>

Any individual contract between the Board and an individual employee and Board policy shall be consistent with the terms and conditions of this Agreement or of any subsequent Agreements which may be executed between the parties.

14.5 No Strike Provision

During the term of this Agreement and any extension thereof, no employee covered by this Agreement, nor the Union, nor any person acting on behalf of the Union shall ever, or at any time, engage in, authorize, or instigate any strike, slowdown or honoring of another picket line on the School District's premises.

14.6 **Duration**

This Agreement shall become effective on July 1, 2025, and shall terminate at 11:59 PM on June 30, 2030.

This Agreement is made and executed by the duly authorized representatives of the parties designated below.

RIVERSIDE EDUCATION COUNCIL WEST SUBURBAN TEACHERS UNION LOCAL 571, IFT-AFT, AFL-CIO	BOARD OF EDUCATION RIVERSIDE SCHOOL DISTRICT No. 96 COOK COUNTY, ILLINOIS
By:Co-President	By:President
By:	
Attest:	Attest:
Secretary	Secretary

APPENDIX A TEACHER SALARIES

The salary ranges for 2025-2026 are listed below:

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$50,000 - $115,000 for the BA lane.
$54,500 - $120,000 for the MA lane.
$56,750 - $125,000 for the MA+15 lane.
$59,000 - $130,000 for the MA+30 lane.
$62,000 - $135,000 for the MA+60 lane.
```

New hires to the District will be paid a salary no less than the salary at the lower bound of the applicable salary range.

In each subsequent year of this Agreement, the lower bound salaries may be increased by a minimum of 0% and a maximum of 4%, and the upper bound salaries may be increased by a minimum of 1% and a maximum of 4%; the lower bound and the upper bound may be increased by different percentages. The decision shall be made at the discretion of the Board, although the increase must be less than the percentage increase applied to continuing Teachers. The salary ranges shall be provided in writing to the Union in each year of this Agreement.

Continuing Teachers whose current salaries are within the salary ranges listed above shall receive the following increases to their base salaries:

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$4,300 for the 2025-2026 school year. CPI with a floor of 3.0% and a ceiling of 4.0% for the 2026-2027 school year. CPI with a floor of 3.0% and a ceiling of 4.0% for the 2027-2028 school year. CPI with a floor of 3.0% and a ceiling of 4.0% for the 2028-2029 school year. CPI with a floor of 3.0% and a ceiling of 4.0% for the 2029-2030 school year.
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CPI shall be defined as the December CPI-U of the preceding school year.

For the 2026-2027, 2027-2028, 2028-2029, and 2029-2030 school years, for a Continuing Teacher whose base salary exceeds the salary range listed above, the Teacher will receive a 2.25% increase to their base salary, unless they advance to another salary range, or are approved to start a retirement program offered by the District.

The above increases shall be applied to the salaries of all Teachers who worked at least one hundred and twenty (120) days in the preceding school year (inclusive of all days of paid leave and inclusive of all days of unpaid leave pursuant to FMLA).

Teachers who worked less than one hundred and twenty (120) days in the preceding school year (inclusive of all days of paid leave and inclusive of all days of unpaid leave pursuant to FMLA) shall receive a percentage increase equal to that of the percentage increase applied to the lower bound of the new hire salaries for that particular year.

Teachers who were on unpaid leave for the entire preceding school year shall receive an increase pursuant to whichever of the two above paragraphs applies based on how many days of work were recorded in the year prior to the year of unpaid leave.

In no circumstance shall a continuing Teacher have a salary below that of a newly hired Teacher with the same prior experience in the same educational lane.

Teachers who are eligible for lane movement shall receive the following additional salary increase for such educational advancement:

MA: \$4,500 MA15: \$2,250 MA30: \$2,250 MA60: \$3,000

APPENDIX B EXTRA-DUTY ASSIGNMENTS

The current stipends for the Extra Duty Assignments shall be increased by 1.5% for the 2025-2026 school year and 1.5% for each remaining year of this Agreement.

Extra Duty Assignments - Stipends for duration of this Agreement

	2025- 2026- 2027- 2028- 2029-								
School	Туре	Stipend	FTE	2025- 2026	2026- 2027	2027- 2028	2028-	2029-	
Ames	STPD C&A:	Safety Patrol Sponsor	1	1,318	1,338	1,358	1,379	1,399	
Ames		Student Council Sponsor	1	1,320	1,339	1,359	1,380	1,400	
Ames		Young Author School Coordinator	1	629	639	648	658	668	
Ames	STPD Co-C:	21st Century Science + Science Fair	1	535	543	551	559	568	
Ames		Art Club - Grades 3-5	1	535	543	551	559	568	
Ames		Art Club - Grades k-2	1	535	543	551	559	568	
Ames		Elementary Social Media Champion	1	535	543	551	559	568	
Ames		Garden Club	2	535	543	551	559	568	
Ames		Math Club	1	535	543	551	559	568	
Ames		Pokemon Club	1	535	543	551	559	568	
Ames		Sports Club	2	535	543	551	559	568	
Ames		Yearbook Club	2	535	543	551	559	568	
Ames	STPD FA:	4th & 5th Grade Choir	1	1,211	1,229	1,247	1,266	1,285	
Ames		5th Grade Beginning Instrumental Music	1	1,070	1,086	1,102	1,119	1,135	
Ames		Spring Musical Director EL	1	535	543	551	559	568	
BPES	STPD C&A:	Safety Patrol Sponsor	1	1,318	1,338	1,358	1,379	1,399	
BPES		Student Council Sponsor	1	1,320	1,339	1,359	1,380	1,400	
BPES		Young Author School Coordinator	1	528	536	544	552	560	
BPES	STPD Co-C:	Art Club	2	535	543	551	559	568	
BPES		Cardio Kids	3	535	543	551	559	568	
BPES		Elementary Social Media Champion	1	535	543	551	559	568	
BPES		Garden Club	4	535	543	551	559	568	
BPES		Math Club	1	535	543	551	559	568	
BPES	STPD FA:	4th & 5th Grade Choir - BPES	1	605	615	624	633	643	
BPES		5th Grade Beginning Instrumental Music	1	535	543	551	559	568	
BPES		Spring Musical Director EL	1	535	543	551	559	568	
Onntrol	CTDD COA	Dook Durd diese Wijn ein		1.000	1.010	4.050	4.070	1.007	
Central	STPD C&A:	Best Buddies Illinois Safety Patrol Sponsor	2	1,222	1,240 1,338	1,259 1,358	1,278 1,379	1,297 1,399	
Central		Salety Fatiot Spoilsoi	1	1,318	1,338	1,358	1,3/9	1,399	

Central	Student Council Sponsor			1,320	1,339	1,359	1,380	1,400
Central		Young Author School Coordinator	1	629	639	648	658	668
		- Company of the Comp						
Central	STPD Co-C:	Art Club	2	535	543	551	559	568
Central		Elementary Social Media Champion	1	535	543	551	559	568
Central		Math Club	1	535	543	551	559	568
Central		Running Club	1	535	543	551	559	568
Central	STPD FA:	4th & 5th Grade Choir	1	1,211	1,229	1,247	1,266	1,285
Central		5th Grade Beginning Instrumental Music	1	1,070	1,086	1,102	1,119	1,135
Central		Spring Musical Director EL	1	535	543	551	559	568
Hollywood	STPD C&A:	Safety Patrol Sponsor	1	1,318	1,338	1,358	1,379	1,399
Hollywood		Student Council Sponsor	1	1,320	1,339	1,359	1,380	1,400
Hollywood		Young Author School Coordinator	1	431	438	444	451	458
Hollywood	STPD Co-C:	Art Club	2.5	535	543	551	559	568
Hollywood		Book Club	2	535	543	551	559	568
Hollywood		Elementary Social Media Champion	1	535	543	551	559	568
Hollywood		Garden Club	2	535	543	551	559	568
Hollywood		Math Club	1	535	543	551	559	568
Hollywood		Newspaper Club	6	535	543	551	559	568
Hollywood		Running Club	2	535	543	551	559	568
Hollywood		Volunteer Club	2	535	543	551	559	568
Hollywood	STPD FA:	4th & 5th Grade Choir	1	605	615	624	633	643
Hollywood		5th Grade Beginning Instrumental Music	1	535	543	551	559	568
Hollywood		Spring Musical Director EL	1	535	543	551	559	568
District	STPD:	EL Teacher Leader	1	9,135	9,272	9,411	9,552	9,696
District		Mentor Leader	1	4,060	4,121	4,183	4,245	4,309
District		MTSS Leader	1	5,075	5,151	5,228	5,307	5,386
District		Lead Nurse	1	3,045	3,091	3,137	3,184	3,232
Hauser	STPD ATL:	Athletic Director	1	2,832	2,874	2,917	2,961	3,006
Hauser		Basketball Coach 7th Grade Boys	1	2,772	2,814	2,856	2,899	2,942
Hauser		Basketball Coach 7th Grade Girls	1	2,772	2,814	2,856	2,899	2,942
Hauser		Basketball Coach 8th Grade Boys	1	2,772	2,814	2,856	2,899	2,942
Hauser		Basketball Coach 8th Grade Girls	1	2,772	2,814	2,856	2,899	2,942
Hauser		Cheer/Poms Sponsor - 7th Grade	1	2,522	2,560	2,599	2,637	2,677
Hauser		Cheer/Poms Sponsor - 8th Grade	1	2,522	2,560	2,599	2,637	2,677
Hauser		Cross Country Coach 7th Grade Boys	1	2,522	2,560	2,599	2,637	2,677
Hauser		Cross Country Coach 7th Grade Girls	1	2,522	2,560	2,599	2,637	2,677
Hauser		Cross Country Coach 8th Grade Boys	1	2,522	2,560	2,599	2,637	2,677
Hauser		Cross Country Coach 8th Grade Girls	1	2,522	2,560	2,599	2,637	2,677
Hauser		Dance Company Coach	1	2,772	2,814	2,856	2,899	2,942
Hauser		Soccer Coach 7th Grade	1	2,772	2,814	2,856	2,899	2,942
Hauser		Soccer Coach 8th Grade	1	2,772	2,814	2,856	2,899	2,942

Hauser		Special Olympics Coach	2	2,522	2,560	2,599	2,637	2,677
Hauser		SSAE Basketball ClockKeeper Boys	1	384	389	395	401	407
Hauser		SSAE Basketball ClockKeeper Girls	1	384	389	395	401	407
Hauser		SSAE Basketball Scorekeeper Boys	1	384	389	395	401	407
Hauser		SSAE Basketball Scorekeeper Girls	1	384	389	395	401	407
Hauser		SSAE Volleyball ClockKeeper Boys	1	384	389	395	401	407
Hauser		SSAE Volleyball ClockKeeper Girls	1	384	389	395	401	407
Hauser		SSAE Volleyball Scorekeeper Boys	1	384	389	395	401	407
Hauser		SSAE Volleyball Scorekeeper Girls	1	384	389	395	401	407
Hauser		Volleyball Coach 7th Grade Boys	1	2,772	2,814	2,856	2,899	2,942
Hauser		Volleyball Coach 7th Grade Girls	1	2,772	2,814	2,856	2,899	2,942
Hauser		Volleyball Coach 8th Grade Boys	1	2,772	2,814	2,856	2,899	2,942
Hauser		Volleyball Coach 8th Grade Girls	1	2,772	2,814	2,856	2,899	2,942
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Hauser	STPD C&A:	Best Buddies Illinois	2	1,222	1,240	1,259	1,278	1,297
Hauser		Math Olympiad Coach	1	687	697	708	719	729
Hauser		Robotics	4	2,266	2,300	2,335	2,370	2,406
Hauser		Student Leadership Sponsor	1	1,878	1,906	1,935	1,964	1,993
Hauser		Yearbook Photographer	1	431	438	444	451	458
Hauser		Yearbook Sponsor	1	1,466	1,488	1,510	1,533	1,556
Hauser	STPD Co-C:	21st Century Science + Science Fair	1	535	543	551	559	568
Hauser		After School Sports	1	535	543	551	559	568
Hauser		Art Club	3	535	543	551	559	568
Hauser		Check it Out Library Club	2	535	543	551	559	568
Hauser		Cheer	1	535	543	551	559	568
Hauser		Chess	6	535	543	551	559	568
Hauser		Classrooms & Cougars	6	535	543	551	559	568
Hauser		Creative Writing	1	535	543	551	559	568
Hauser		Cycling	2	535	543	551	559	568
Hauser		Dance Prep	1	535	543	551	559	568
Hauser		Evergreen	3	535	543	551	559	568
Hauser		Fitness Club	1	535	543	551	559	568
Hauser		GSA	3	535	543	551	559	568
Hauser		Homework Club	9	535	543	551	559	568
Hauser		Intro to Robotics	2	535	543	551	559	568
Hauser		Lego Lightning Builds	3	535	543	551	559	568
Hauser		Let's Talk About Books	1	535	543	551	559	568
Hauser		Library Club	1	535	543	551	559	568
Hauser		Old School Gaming	3	535	543	551	559	568
Hauser		Pokemon Club	3	535	543	551	559	568
Hauser		Robotics	2	535	543	551	559	568
Hauser		Shuffle Up Card Game	1	535	543	551	559	568
Hauser		Sports Broadcasting	1	535	543	551	559	568
Hauser		Veterans Day Assembly Coordinator	1	268	272	276	280	284
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Hauser	STPD FA:	5th Grade Beginning Instrumental Music	3	1,070	1,086	1,102	1,119	1,135
Hauser		Art Club	1	2,833	2,875	2,918	2,962	3,007

Hauser		Assistant Instrumental Music Director	1	2,040	2,071	2,102	2,133	2,165
Hauser		Band Director	1	2,909	2,953	2,997	3,042	3,087
Hauser		Creative Writing Contest Coordinator	1	431	438	444	451	458
Hauser		Fall Play Director	2	2,344	2,379	2,414	2,451	2,487
Hauser		Jazz Band Director	1	1,217	1,235	1,254	1,273	1,292
Hauser		Junior High Choir - 6th Grade	1	1,210	1,228	1,246	1,265	1,284
Hauser		Junior High Choir - 7th & 8th Grade	1	1,692	1,717	1,743	1,769	1,796
Hauser		Orchestra Director	1	2,909	2,953	2,997	3,042	3,087
Hauser		Performing Arts Director	1	1,218	1,236	1,255	1,274	1,293
Hauser		Speech & Drama Olympiad Coach	1	2,753	2,794	2,836	2,878	2,922
Hauser		Speech & Drama Olympiad Coordinator	1	288	293	297	301	306
Hauser		Spring Musical Director	1	2,800	2,842	2,885	2,928	2,972
Hauser		Spring Musical Co-Director VocalSpv	1	1,400	1,421	1,443	1,464	1,486
Hauser		Spring Musical Co-Director ChoreoSpv	1	1,400	1,421	1,443	1,464	1,486
Hauser		Spring Musical Director Assistant	1	431	438	444	451	458
Hauser		Wind Ensemble Director	1	1,217	1,235	1,254	1,273	1,292
Hauser	STPD	White Pines 6th Gr Trip Chaperone	12	601	610	619	628	638
Hauser	HJH-Trips	White Pines 6th Gr Trip Sponsor	1	1,908	1,937	1,966	1,995	2,025
Hauser		Springfield 7th Gr Trip Chaperone	20	158	161	163	166	168
Hauser		Springfield 7th Gr Trip Sponsor	1	273	277	281	286	290
Hauser		Six Flags 8th Gr Trip Chaperone	14	102	103	105	106	108
Hauser		Six Flags 8th Gr Trip Sponsor	1	273	277	281	286	290
All schools	Timesheets	Supervision Rate (Timesheet)		32.79	33.29	33.79	34.29	34.81
All schools		Mentors (Timesheet)		32.79	33.29	33.79	34.29	34.81
All schools		Mentor Maximum (beginning protégé)		1,305	1,325	1,345	1,365	1,385
		Mentor Maximum (experienced						
All schools		protégé)	1	931	945	959	973	988
		Family Learning Event Coordinator						
District		(curriculum rate)	1	42.00	42.00	42.00	42.00	42.00
		Family Learning Event Teachers						
District		(curriculum rate)	6	42.00	42.00	42.00	42.00	42.00
		Late Pickups at least 15 minutes after						
Elementary		club meetings (Timesheet)		32.79	33.29	33.79	34.29	34.81

APPENDIX C EDUCATIONAL SUPPORT EMPLOYEE SALARIES

Continuing educational support employees shall receive an increase of:

	Group 1	Group 2	Group 3		Group 5
	Secretarial	Paraprofessionals,	Cafeteria	RN	LPN –
	Employees	Library Assistants	Employees, Midday		Health Aide
			Assistants		
2025-2026	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00

For employees in Group 3, the increases for 2025-2026 will be applied on their hourly rates in effect after January 1, 2025.

On July 1, 2025, all secretaries employed by the District will receive a 4.5% increase in their hourly rates. This increase shall become part of their base salary and shall be applied prior to any other salary increase identified in Appendix C.

Groups 1-5:

CPI with a floor of 3.0% and a ceiling of 4.0% for the 2026-2027 school year.

CPI with a floor of 3.0% and a ceiling of 4.0% for the 2027-2028 school year.

CPI with a floor of 3.0% and a ceiling of 4.0% for the 2028-2029 school year.

CPI with a floor of 3.0% and a ceiling of 4.0% for the 2029-2030 school year.

In each year, the total hourly increase becomes part of the employee's base salary for the following school year.

Starting salaries for educational support employees are set forth below:

Year	Group 1	Group 2	Group 3	Group 4	Group 5
	Secretarial	Paraprofessionals,	Cafeteria	RN	LPN –
	Employees	Library Assistants	Employees, Midday		Health Aide
		-	Assistants		
2025-2026	25.00	22.00	17.00	43.00	24.00

For each subsequent year of this Agreement, starting salaries in each group above shall increase by half of the percentage increase applied to continuing educational support employees.

No new educational support employee shall be paid more than any currently employed educational support employee with the same number of years of in-District experience.