

**COLLECTIVE BARGAINING AGREEMENT**

**ENTERED INTO BETWEEN**

**REED-CUSTER COMMUNITY UNIT  
SCHOOL DISTRICT 255U  
WILL and KANKAKEE COUNTIES, ILLINOIS**

**AND**

**REED-CUSTER EDUCATION ASSOCIATION  
ILLINOIS EDUCATION ASSOCIATION  
NATIONAL EDUCATION ASSOCIATION**

**2013-2017**

**Collective Bargaining Agreement  
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Signed Agreement Statement

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Signed Memorandum of Understanding Statement

## **PART I RECOGNITION**

The Board of Education of Reed-Custer Community Unit School District No. 255U, Will and Kankakee Counties, Illinois (hereinafter referred to as the “Board”), recognizes Reed-Custer Education Association – Illinois Education Association – National Education Association (hereinafter referred to as the “Association”), as the sole and exclusive bargaining representative for all employees listed in the Certification of Representative, Case No. 87-RS-0006-C:

Non-Professional employees: all full-time and regularly employed part-time paraprofessionals (teacher aides), bus drivers, custodians, secretaries, and food service employees, except for the secretary to the superintendent, secretary to the curriculum director, secretary to the business manager, bookkeeper, food service director, kitchen managers, director of buildings and grounds, and other managerial employees as defined in the Act.

Professional employees: all full-time and regularly employed part-time teachers, librarians, nurses, school psychologists, social workers, and guidance counselors, except for the superintendent, curriculum director, business manager, principals, assistant principals, and other managerial employees as defined by the Act.

The Board agrees not to negotiate with any other association or organization or individual teacher or educational support personnel with regard to those items contained in this Agreement during the term of this Agreement.

## **PART II TEACHER COMPENSATION, BENEFITS, RIGHTS AND RESPONSIBILITIES ARTICLE I COMPENSATION AND FRINGE BENEFITS**

**1.1 Salary Schedule** – The salary schedule for those teachers employed by the School District shall be as set forth in Schedule A, which is attached hereto and incorporated into this Agreement. In the event that a teacher secures an “unsatisfactory” summative evaluation rating, in accordance with the Evaluation Plan, then the teacher will be held on their current salary step and lane position for the duration of their remediation plan. Upon completion of a successful remediation plan, the teacher will advance to the step and lane on the salary schedule that they would have advanced to had they not received an evaluation rating of “unsatisfactory” and be entitled to restoration of lost salary.

Horizontal movement on the salary schedule shall be based upon satisfactory completion of graduate courses from a college or university approved by the North Central Association of Colleges and Secondary Schools (NCATE), or a reciprocal accrediting agency. Graduate credit earned will not be recognized unless the courses for which the credit is earned have been

approved by the Superintendent. Such course work shall be in the subject field(s) engaged in by the teacher in the School District and/or the field of education. Included in such coursework would be graduate courses used for the purpose of becoming Highly Qualified and/or meeting Recertification requirements (CPDUs). In order to assure horizontal movement on the salary schedule, teachers are required to submit a program of study or a list of individual course work to the Superintendent prior to undertaking any such course work. Programs of study, individual course work and electives selected by the teacher shall be subject to final approval by the Superintendent or his designee who will determine whether they relate to guidance counseling, administration or the District's curriculum. Prerequisites for the program of study shall be dictated by the college or university attended.

Upon completion of sufficient course work to move a teacher to the next horizontal step on the salary schedule and the filing of the request for horizontal movement, an official transcript must be sent to the Superintendent on or before October 1 of the School Year in which the teacher seeks such movement. Transcripts received after October 1 will qualify the teacher for horizontal movement at the beginning of the next subsequent School Year. If all necessary documentation for horizontal movement is received by August 1, then the horizontal movement will be reflected in the teacher's first payment for September. If all necessary documentation is received after August 1 but by October 1, then the horizontal movement will be reflected in the teacher's first November paycheck.

Those teachers providing documentation of having achieved National Teacher Certification will have an additional two percent (2%) added to their salary beginning with the following School Year. This documentation must be submitted in accordance with the timelines of the preceding paragraph.

In moving across columns, the teacher may advance horizontally no more than one column per year. For example, if a teacher in the BS column earns sixteen graduate hours in one year that teacher will advance to the BS+8 and then to BS+16 the following year. In moving across columns, the teacher may advance vertically one step. For example, if the teacher has been frozen at BS+24 Step 15 for three years and then earns eight or more graduate hours, that teacher would go to MS Step 16 for the next year, not to Step 18.

For every eight (8) approved graduate hours beyond the CAS/DBMS/MS+32 column a teacher has earned, the salary of said teacher shall be increased \$400.00; provided however, only one additional increase shall be allowed for any one school year. Timelines for course approval, request for horizontal movement, and sending official transcripts must be adhered to.

For the purposes of seniority and advancement on the salary schedule, the teacher must actually teach or otherwise be present and participating in the District's educational program for at least 120 days in the school year. Compensated days shall include sick leave days, personal business days, bereavement days, and days used from the sick leave bank. The days of leave under the federal FMLA shall be included as days of teaching or participating in the District's educational program. There will be no advancement on the salary schedule if the requirement of 120 days is not met.

**1.2 Payroll Installments** – Each teacher shall be paid on the basis of twenty-six (26) equal installments, unless said teacher elects to be paid upon the basis of twenty-two (22) equal installments and files a request, in writing, to that effect in the office of the Superintendent on or before the first teacher workday of the School Year.

All 1<sup>st</sup> year teachers shall be paid on the basis of twenty-five (25) equal installments beginning no sooner than two (2) weeks after the first teacher workday of the school year.

Compensation for hours beyond the regular contract is to be requested on time sheets. Time sheet compensation shall be paid the second pay date of each month. Time sheets are to be submitted two weeks prior to the next pay date for which such compensation is to be paid. Time sheets submitted after the two week deadline will be reimbursed the following pay date for which such compensation is to be paid.

- 1.3 Pay Days – Specified** – Regular pay dates shall be biweekly on Friday. Direct deposit vouchers will be available no later than the day immediately preceding the appropriate payday.
- 1.4 Supplemental Jobs – Salary Schedule** – The supplemental pay schedule shall be set forth in Schedule B, which is attached hereto and incorporated into the Agreement.
- 1.5 Supplemental Jobs – Payroll Procedures** – Supplemental pay shall be added to the teacher’s salary and shall be paid in the teacher’s paycheck each pay period throughout the year, so long as the teacher in question is able to perform the supplemental job to which they are assigned; provided, however, that should a teacher fail to perform the supplemental job to which they are assigned, any overpayments shall be deducted equally from the individual teacher’s remaining paychecks to the end of the contract year.
- 1.6 Reimbursable Expenses** – Upon approval of the Board, all teachers shall be reimbursed for appropriate expenses incurred. Teachers seeking such reimbursement shall submit an itemized request for same at least fourteen (14) days prior to the regular monthly meeting of the Board. In the event that reimbursement for such expenses is approved, it shall be available to the teacher within two (2) days after such approval.  
Board policy will determine what reimbursable employee expenses are. These expenses must have administration approval in advance of incurring the expenses.
- 1.7 Teacher Retirement Contributions/Tax Deferred Programs** – According to authority granted by the Pension Reform Act of 1974, Section 414(h) (2) of the Internal Revenue Code, the Board will, as a benefit to the teachers, withhold said teacher’s contribution to the Teacher’s Retirement System of the State of Illinois and will shelter said contribution from the teacher’s taxable income as reported to the Internal Revenue Service and the Illinois Department of Revenue.  
The employer shall pay toward employees’ required contributions to TRS and THIS a maximum of 9.0% to TRS and 0.5% to the Teacher’s Health Insurance Security Fund (THIS). The employee shall be responsible for any increase in these required contributions.

The employee will continue to pay the employee share of any cost for the Teacher’s Retirement Insurance Plan.

Additionally, at the request of the teacher, the Board will, in accordance with State law, withhold a designated amount of the teacher’s salary and transfer said amount to a tax-deferred annuity program (403b and/or 457) of the teacher’s selection; provided, however, the vendor of said program is identified as an approved 403(b) vendor under the District’s written plan. Any such request, including the amount to be withheld and the program desired, shall be in writing and shall remain in full force and effect until withdrawn by the teacher, which withdrawal shall also be in writing.

The number of tax-deferred annuity programs shall be limited to thirty (30) companies. The teacher may add or withdraw from tax-deferred programs only at the first pay period in September, December, March, and June.

**1.8 Insurance Benefits** – On the behalf of the teachers, the Board shall contract to purchase health insurance, including coverage for medical, dental, vision and life. Coverage will include a prescription card with employee co-pay of \$10 for generic drugs, \$25 for formulary drugs, and \$40 for non-formulary drugs. Maintenance drugs must be purchased by mail order when possible. These provisions may be modified by a majority vote of the Insurance Committee and the Board of Education.

For returning teachers hired before 2009-2010, health insurance premiums will be paid in the following amounts per month:

2013-2014 Employee Contribution

Individual \$78  
Single/Spouse \$275  
Single/Child(ren) \$255  
Family \$414

If insurance premiums increase for 2014-2015 over those for 2013-2014, the Board will pay the first 5% of the increase. The Board and the Teacher will split any additional increase equally.

If insurance premiums increase for 2015-2016 over those for 2014-2015, the Board and the Teacher will split any increase equally.

If insurance premiums increase for 2016-2017 over those for 2015-2016, the Board and the Teacher will split any increase equally.

Teachers first hired for the 2009-2010 school year and thereafter shall be responsible for the following monthly payments for health insurance:

2013-2014 Employee Contribution

Individual \$78  
Single/Spouse \$351  
Single/Child(ren) \$304  
Family \$667

Any insurance premium increases for the life of the contract will be handled the same as scheduled above.

Notwithstanding the foregoing, teachers first hired for the 2011-2012 school year or any school year thereafter shall only be eligible for Individual coverage, at the employee contribution amount set forth above, during the first four (4) years of their employment with the District; provided, however, they may elect Single/Spouse, Single/Child(ren) or Family coverage so long as they pay the full premium for covering the spouse/child(ren)/family. After their fourth year of employment with the District, said teachers shall be eligible for Individual, Single/Spouse, Single/Child(ren) or Family coverage, at the employee contribution amount set forth above; provided, however, if the teacher has a spouse who works for another employer that offers



medical benefits and elects to have his or her spouse covered under the District's plan, the employee shall be required to pay the full premium for covering the spouse. If the spouse is covered under both plans, the District's plan shall be secondary. If the teacher's spouse changes or terminates employment which results in him or her no longer being eligible for medical benefits through his or her employer, the teacher shall be responsible for providing written notification to the Superintendent, or a designee, of the change.

To qualify for insurance benefits, teachers must be employed three quarters (0.75) of the full-time equivalency for teachers in the School District. Newly hired teachers who are employed less than three quarters (0.75) of the full-time equivalency for teachers in the School District shall not be entitled to receive any insurance benefits set forth herein.

**1.9 Sick Leave** – Each full-time teacher shall be entitled to ten (10) sick leave days per school year without loss of pay. Sick leave days shall be taken in no less than one-half (1/2) day increments. Sick leave shall accumulate from year to year. Sick leave shall be interpreted pursuant to Section 24-6 of the Illinois School Code.

If a teacher fails to report to work for three (3) or more of his/her consecutive workdays, or establishes a pattern of absences, then, before the teacher's return to work, the District will require the employee to provide a physician's certificate regarding the dates the employee was absent.

For the purposes of seniority and advancement on the salary schedule, the teacher must actually teach or otherwise be present and participating in the District's educational program for at least 120 days in the school year. Compensated days shall include sick leave days, personal business days, bereavement days, and days used from the sick leave bank. The days of leave under the FMLA shall be included as days of teaching or participating in the District's educational program. There will be no advancement on the salary schedule if the requirement of 120 days is not met.

The Board recognizes the RCEA establishment of a "Sick Leave Bank."

In the event that any teacher, with at least five years of service with the District retires, resigns, or is honorably dismissed by the Board of Education, the said teacher shall have an option of applying any portion of unused sick leave days allowable by law towards credit with TRS and be compensated for any remaining unused sick leave days up to a maximum of 240 days. This payment will be paid to the teacher within sixty (60) days after the receipt of their last regular paycheck. Days applied towards credit with TRS will not be compensated. If the teacher has been with the District five or six years, the compensation rate shall be \$20 per day. If the teacher has seven or more years with the District, the compensation rate shall be \$30 per day. As indicated in 1.17, part-time teachers receive a pro rata portion of the compensation rate.

**1.10 Bereavement Days** – Any employee who suffers the loss of an immediate family member by death is entitled to use bereavement days in order to meet family obligations without loss of pay. No employee will be allowed to use more than three (3) bereavement days per incidence for a death of an immediate family member. Immediate family, as defined in the Illinois School Code, shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-laws, brothers-in-laws, sisters-in-laws, and legal guardians. A party to a civil union would fall under the definition of sick leave / bereavement in the same capacity that a spouse

would. If additional days are necessary to meet family obligations, the employee may use sick leave or personal business leave days. These bereavement days will not be allowed to accumulate. No compensation will be given for unused bereavement days.

**1.11 Personal Business Leave** – The Board will grant each full-time teacher three (3) days of personal business leave per School Year without loss of pay, provided that:

- A. Written advance notice of the necessity for personal business leave shall be submitted as soon as possible to the Principal or his/her designee;
- B. Personal business leave shall not be used on the first day or last day of the school year or the school day immediately preceding or immediately following a school holiday or school vacation if observed by the employee's work classification. Personal leave cannot be used to extend school vacations. Unusual or emergency situations may be approved by the Superintendent.
- C. No more than two (2) teachers in each of the School District's four (4) buildings shall be permitted to utilize a personal business leave day on the same calendar date, unless approved by the Superintendent.
- D. Personal business leave days shall only be taken in one-half (1/2) day increments.

A personal business day may be used at the discretion of the teacher. Any unused personal business leave shall be cumulative to a total of four (4) days from year to year. All other unused personal business leave days shall convert to sick leave days at the end of each School Year. Upon retirement, resignation, or honorable dismissal, unused personal business leave days shall be converted to unused sick leave days.

In the event a new form for requesting personal business leave days is needed, the Board will develop the appropriate form in cooperation with the Association.

**1.12 Professional Leave** – The Board may grant two (2) days of professional leave per year to each teacher for professional development, provided, however, that:

- A. Prior written approval must be given by the Superintendent for such professional leave;
- B. The professional leave must relate directly to the teacher's classroom and professional duties within the School District; and
- C. Said professional leave shall be non-cumulative and, in the event that any teacher does not use their professional leave, said teacher shall not be compensated for any unused professional leave days.

In the event that the Board directs a teacher to participate in any particular professional conference or meeting, then the Board shall pay the required fees and mileage to and from the location of the conference or meeting and the teacher's home school. Additionally, in the event that the Board directs a teacher to participate in any particular professional conference or meeting, then the days so spent shall not be deducted from the number of professional leave days allowed to such teacher.

**1.13 Voluntary Early Retirement Program (“VERP”)** - A teacher who, at the date of retirement, (a) has a minimum of twenty (20) or twenty-five (25) years of creditable service with the District; (b) is at least 55 years of age; (c) has sufficient creditable service with the Illinois Teacher’s Retirement System (TRS) to retire with a full non-discounted, non-ERO pension; (d) can demonstrate, before participation, that the District will incur no TRS penalties or one-time non-refundable contributions; and (e) meets the participation deadlines set forth below, will be eligible to participate in the District’s Voluntary Early Retirement Program (“VERP”) as set forth below.

Options:

A.

In order to participate, the teacher that will have a minimum of twenty-five (25) years with the District, must submit an irrevocable letter of resignation to the Board of Education by June 30th, one (1) to four (4) years prior to retirement. The teacher shall then be removed from the salary schedule and receive a five percent (5%) increase over his/her TRS creditable earnings for the last one (1) to four (4) years for his/her regular teaching duties.

B.

In order to participate, the teacher that will have a minimum of twenty (20) years with the district must submit an irrevocable letter of resignation to the Board of Education by June 30th, one (1) to four (4) years prior to retirement. The teacher shall then be removed from the salary schedule and receive a four percent (4%) increase over his/her TRS creditable earnings for the last one (1) to four (4) years for his/her regular teaching duties.

The 4% or 5% increase in creditable earnings set forth in each option above is for all regular teaching duties (Schedule A) including a teaching overload. Co-curricular duties (Schedule B), internal substituting, curriculum work, ticket taking, and other stipends listed on page 43 will be compensated at the negotiated rates set forth in this agreement provided that he/she performs these duties and that these do not cause an increase of more than 6% in total TRS creditable earnings over the previous year’s total TRS creditable earnings. A teacher shall not be removed from a stipend position without just cause. If a teacher chooses to perform additional duties or a teaching overload that do cause an increase of more than 6% in total TRS creditable earnings over the previous year’s total TRS creditable earnings, that teacher will only be compensated for a 6% increase.

On or before March 1 of each fiscal year, each participant in VERP must schedule a meeting with the Superintendent, or a designee, to discuss his/her compensation for extra duties for that fiscal year. If it is determined that extra duties performed would cause an increase in total TRS creditable earnings over the previous year’s total in total TRS creditable earnings as outlined in the above paragraph, the bookkeeper will be notified and the remaining paychecks will be adjusted so that total TRS creditable earnings do not exceed 6%.

If a teacher uses his/her accumulated sick leave due to the teacher’s own serious health condition or the serious health condition of the teacher’s spouse, child or parent during participation in VERP and therefore does not achieve the 75% TRS retirement level, the teacher will be allowed to work up to one additional year without penalty as per the current salary schedule; provided, however, the teacher provides sufficient medical certification to verify the serious health condition.

Part-time teachers, who are employed less than three quarters (0.75) of the full-time equivalency for teachers in the District shall be entitled to one half (0.50) of the benefits (i.e. 2% or 2.5% increases) set forth above.

**1.14 Jury Duty** – Any teacher required to report for jury duty will continue to receive their pay. Notice of being summoned to jury duty must be forwarded to the teacher’s Building Principal within ten (10) days of service of summons. The teacher shall report to their Building Principal for assignment when their presence in Court is not required.

The teacher shall present proof of service on jury duty and the amount of pay received to the Business Office. In consideration of the continuing compensation provided in this paragraph, the teacher must reimburse to the Business Office their daily jury pay, except travel expenses, as provided by the appropriate Court system.

If a teacher reports to court, they do not need to report to their Building Principal until released. (Released from jury duty means no longer required to serve on the jury for that day).

**1.15 \* \* This paragraph intentionally left blank. \* \***

**1.16 \* \* This paragraph intentionally left blank. \* \***

**1.17 Part-Time Teacher** – Any regular employed part-time teacher who works at least three quarters (0.75) of the full-time equivalency for teachers in the School District shall receive a pro-rata share of the compensation and benefits set forth in paragraph 1.1, 1.8 above. Any regular employed part-time teacher who works at least one half (0.50) of the full time equivalency for teachers in the School District shall receive a pro-rata share of the compensation and benefits set forth in paragraphs 1.1,1.9, 1.10, 1.11 and 1.12 above. (For example, a part-time teacher working one-half (1/2) school day every day shall be entitled to ten (10) sick days, each being one-half (1/2) day, per year with pay. Similarly, a part-time teacher working two (2) full days each week shall be entitled to four (4) sick days per year with pay).

For attendance at in-service and institutes, part-time teachers will be reimbursed for their time beyond their regular work hours. This reimbursement will be prorated based upon the teacher’s current salary.

If a part-time teacher becomes employed in a full-time teaching position, the accumulated part-time sick days are prorated into full time sick days for the carry over to full-time status.

**1.18 Snow Day/Emergency Closing** – If a teacher has a leave day approved for a day that a snow day or emergency closing happens, the teacher will not be obligated to use the leave day.

## **ARTICLE II TEACHER RIGHTS AND RESPONSIBILITIES**

**2.1 Duty-Free Lunch** – Each teacher shall be entitled to a duty-free lunch which shall be no less than thirty (30) consecutive minutes in length.

**2.2 \* \* This paragraph intentionally left blank. \* \***

**2.3 Teacher Work Year and Workday** – The work year for a teacher shall be a minimum of 180 calendar days, of which a minimum of 176 shall be pupil contact days and 4 shall be institute days.

In the event the Board of Education adds additional days to the calendar, teachers shall be compensated on a per diem rate for each additional day added. If the Board of Education, thereafter, deems it necessary to reduce these additional days due to lack of funds or other reason, the Superintendent or his designees shall advise the Association prior to any public announcement. The Association shall be afforded the opportunity to provide the Administration of the District with alternatives to such reduction within seven (7) calendar days of said advice.

The teacher workday shall be 7-1/2 hours in length, including the teacher's 30-minute, duty-free lunch period. For the purpose of ½ day, 3 ¾ hours constitutes ½ day in attendance. Should any portion of the 30 minute duty-free lunch period fall within this time frame, said employee is not required to stay on campus through their duty-free lunch period.

Teachers may also be required to attend parent-teacher conference sessions outside of the regular school day, as well as one open house outside of the regular school day. During parent-teacher conferences, teacher will be expected to see parents at times that serve the public need. These times may include mornings, afternoons, and evenings. Exact schedules will be determined at each school, by the Principal, with input from the faculty. Total hours will not exceed the normal workday unless make-up time is built into another workday. Time will be provided for lunch and dinner breaks where applicable.

In addition, teachers will be expected to attend, after the student attendance day, a maximum of two (2) faculty meetings per building per month, to a maximum of eighteen (18) faculty meetings per building per year. These faculty meetings shall be no more than one hour in length and must conclude no more than one hour after the teachers' release time in the building. The administration will give the teachers one week notice of said meetings. In consideration hereof, the teachers will be allowed to leave on the last workday of each week after buses have removed students from the campus.

New teachers to the District will also be required to attend District orientation without compensation. During this orientation time, the Association will be given a one-hour period of time within which to acquaint new teachers with Association business.

**2.35 \* \* This paragraph intentionally left blank. \* \***

**2.4 \* \* This paragraph intentionally left blank. \* \***

**2.5 Seniority (Length of Continuing Service)** – For purposes of this Agreement, "seniority" shall be defined as the length of an employee's continuous full-time service with the Board of Education of School District No. 255U. Seniority as used in this agreement and "length of continuous service" as used in Illinois School Code Section 24-12 are considered to be the same.

The "first day" shall be defined as the day upon which duties are first performed.

For the purposes of seniority and advancement on the salary schedule, the teacher must actually teach or otherwise be present and participating in the District's educational program for

at least 120 days in the school year. Compensated days shall include sick leave days, personal business days, bereavement days, and days used from the sick leave bank. The days of leave under the federal FMLA shall be included as days of teaching or participating in the District's educational program. There will be no advancement on the salary schedule if the requirement of 120 days is not met.

Any regularly employed part-time teacher who works at least one-half (1/2) of the full-time equivalency for teachers in the School District shall accrue seniority on a pro-rata basis for the time which said regularly employed part-time teacher works, up to a maximum of two (2) years; provided, however, that this provision shall not be construed to allow any regularly employed part-time teachers to obtain the benefits of contractual continued service (tenure).

**2.6 Honorable Dismissal of Teachers** - In the event that the Administration of the School District deems it necessary to reduce the number of teachers in the District due to decreased enrollment, lack of funds or other reasons, the Superintendent or his designee shall advise the Association prior to any public announcement. The Association shall be afforded an opportunity to provide the Administration of the District with alternatives to such reduction in staff within seven (7) calendar days of said advice.

Thereafter, when a teacher, whether or not in contractual continued service, is removed or dismissed as a result of a decision of the School Board to decrease the number of teachers employed by the School District, or a decision of the School Board to discontinue some particular type of teaching service, an affected teacher shall be dismissed according to the provisions of the Illinois School Code Section 24-12 and entitled to all of the rights set forth therein.

**2.7 Notice of Assignments** – Teachers will be given written notice of any change in their Assignments for the forthcoming School Year prior to July 1<sup>st</sup>. The assignment shall include grade, building, room and subject areas taught. In the event a change in a teacher's assignment is thereafter deemed necessary, in the exercise of the Board's discretion, then the teacher shall be notified of the change as promptly as circumstances permit and thereafter shall have the opportunity to discuss the reassignment with his or her immediate supervisor. In the event a teacher is reassigned to a different grade level or subject matter, years of service shall be considered in determining the reassignment for employees attaining a rank of level 3, or level 4, as a result of the formal evaluation process.

#### **2.7.5 – Right of Assignment**

- a. The District retains the "right of assignment" for placement of personnel within certified/non-certified areas.
- b. Principals retain "right of assignment" within their buildings for positions for which teachers are certified. For example, if a second grade teacher retires, the Principal could move a fifth grade teacher to that position (voluntarily or involuntarily) and post the newly vacant fifth grade position. At the middle or high school, this would be within areas where the teacher is certified.
- c. The District Athletic Directors have the right of assignment with regards to **sports specific** coaching placement provided:
  - i. A coach who is reassigned to a different level or position (i.e. move from an Assistant Coach to a Head Coach) is reassigned to the same sport they have already been hired to coach
  - ii. A coach who is reassigned to a different level or position is reassigned to coach in the same building they have already been hired to coach (i.e. middle school coaches can be

reassigned to middle school positions within the same sport, and high school coaches can be reassigned to high school positions within the same sport).

iii. With this same sport, same building policy in place, a coaching position will be posted because even if a coach is reassigned to a different level or position, the position they are vacating will be posted.

iv. An exception to the above section is that all Varsity Head Coaching positions will be posted for at least two weeks unless otherwise approved by the Superintendent.

Insofar as possible, head coaches will be consulted regarding coaching openings and appointments.

**2.8 Notice of Vacancies** – Notices of all vacancies shall be placed in the “job postings” section of the District’s SharePoint site and an email notification of this posting sent to all Association members via the District’s email accounts. In addition, during the summer months, all employees currently registered shall be notified of vacancies via the District’s mass alert system.

**2.9 Summer School Assignments** – The Board reserves the right to employ teachers for the School District’s summer school program in its discretion. In so doing, however, the Board agrees that it will give priority for such employment to currently employed teachers of the School District; provided, however, that such teachers are legally qualified to teach the subject areas required for the summer school program and further provided that said teachers obtained a “proficient” or better rating on their last regular school and summer school evaluation.

**2.10 Review of Personnel File** – Each teacher shall have the right, upon request, to review the contents of their personnel file and may, upon request, secure one photocopy of the documents contained therein without charge. These copies shall be initialed by the employee and an administrator or administrative secretary. Additionally, teachers shall receive a photocopy of any document placed in their personnel file, excluding those items required by law or regulation (e.g. transcripts, medical records/documentation, copies of certifications, etc.), and may, within thirty (30) days of such placement, respond in writing thereto, which response shall be attached to the said document.

Each teacher’s personnel file will contain a log which will set forth the name of those individuals reviewing that personnel file, the authorization for said review, the date and time of said review and the purpose for said review; provided, however, that the members of Central Administration of the School District will not be required to annotate their review of the personnel file.

After a document has been in a teacher’s personnel file for a period of five (5) years, the teacher will have the right to request that the Board remove said document there from. The decision whether to remove said document shall lie with the Board of Education, in its continuing discretion, which decision shall not be subject to the grievance procedure provided in this Agreement.

**2.11 Right of Representation** – When a teacher is required to appear before the Board or the Superintendent concerning any matter which may adversely affect his employment relationship, the teacher shall be entitled, upon request, to have a representative of the Association present. Furthermore, when a teacher is required to appear before the Board concerning any matter which may adversely affect their employment relationship, said teacher shall be advised in writing of the reasons for the requirement, as well as said teacher’s right to representation as provided herein.

**2.12 Evaluations of Teachers** – The Board has, in cooperation with the Association, developed a Plan for Evaluation of Certificated School District Employees. The plan is consistent with PERA and SB7 and will be communicated with affected staff annually.

**2.13 Maternity/Child Care Leave** – Upon written request submitted to the Superintendent by a teacher, at least ninety (90) days before the leave is to begin (unless exceptions here from are granted by the Superintendent), the Board shall grant a maternity/child care leave without pay under the following conditions:

- A. Maternity/Child care leave applies to newborn babies or newly adopted children under the age of four (4) years; provided, however, that exceptions to this age limitation for adoptions will be granted should the rules and regulations of a duly licensed adoption agency so require;
- B. Maternity/Child care leave shall be for a period of up to one full semester and any fraction of another semester. This fractional part of the semester must begin at the beginning of said leave. If additional child care leave is necessary, the teacher shall present in writing a request for such extension, listing reasons for the said request. Extension requests will be considered on an individual basis and determined in the discretion of the Superintendent. Teachers are encouraged to return from maternity/child care leave for the fall semester;
- C. While using the Family Medical Leave Act, a teacher on maternity/child care leave may keep their group health insurance coverage provided for in paragraph 1.8 in effect by paying the required insurance contribution as stated in paragraph 1.8.

After using the Family Medical Leave Act, a teacher on maternity/child care leave pursuant to this paragraph 2.13 may keep their group health insurance in effect by paying the full insurance premium to the District during the leave period. The District will make no contribution toward health insurance premiums during the leave period.

- D. For the purposes of seniority and advancement on the salary schedule, the teacher must actually teach or otherwise be present and participating in the District's educational program for at least 120 days in the school year. Compensated days shall include sick leave days, personal business days, bereavement days, and days used from the sick leave bank. The days of leave under the federal FMLA shall be included as days of teaching or participating in the District's educational program. There will be no advancement on the salary schedule if the requirement of 120 days is not met.
- E. Notification by the teacher of their intent to return from maternity/child care leave must follow the timetable:
  - i) if a teacher intends to return for the beginning of the second semester of a School Year, written notification shall be made by the teacher to the Superintendent by October 31 of the same School Year;
  - ii) if a teacher intends to return for the beginning of the first semester of a School Year, written notification shall be made by the teacher to the Superintendent by March 1 of the same calendar year;



iii) failure of a teacher to notify the Superintendent of their intent to return according to the provisions of this paragraph 2.13 shall be considered as a resignation;

F. A teacher granted a maternity/child care leave shall be entitled to a teaching position for which they are qualified and certified, upon his/her return from said leave. Every consideration shall be given to returning the teacher to their former position.

**2.14 Leave of Absence Without Pay**— Leave of absence without pay for health or professional study may be granted to a tenured teacher by the Board for a period of one year or less upon recommendation by the Superintendent.

A teacher desiring a leave of absence shall notify the Superintendent in writing of their desire to take such leave at least ninety (90) days prior to the date on which the leave is requested to begin.

Exceptions to the notice requirement may be granted by the Superintendent should the Superintendent deem appropriate.

Any teacher on leave of absence without pay may keep their insurance in effect by paying the full insurance premium to the District during the leave period. The District will make no contribution toward health insurance premiums during the leave period.

All leaves of absence shall be granted with the full understanding that the teacher may be assigned to any position for which they are qualified upon completion of leave. Consideration shall be given to returning the teacher to their former position.

The Board, in its sole discretion, may extend leave for an additional School Year upon written request from the teacher.

For the purposes of seniority and advancement on the salary schedule, the teacher must actually teach or otherwise be present and participating in the District's educational program for at least 120 days in the school year. Compensated days shall include sick leave days, personal business days, bereavement days, and days used from the sick leave bank. The days of leave under the federal FMLA shall be included as days of teaching or participating in the District's educational program. There will be no advancement on the salary schedule if the requirement of 120 days is not met.

In the event that a teacher intends to return from an unpaid leave, the teacher must advise the Superintendent of said intent at least ninety (90) days prior to the scheduled return to work date.

Failure of a teacher to notify his or her Supervisor of his or her intent to return, according to the provisions of this paragraph 2.14, shall be considered as a resignation. Exceptions to the notice requirement may be granted by the Superintendent should the Superintendent deem appropriate.

A teacher on leave of absence retains any unused accumulated sick leave, usable upon return to regular employment, but does not earn additional sick leave until the teacher returns to service. In the event that a teacher works a portion of a year prior to being granted a leave of absence, they shall earn a prorated amount of unused sick leave days for the time worked.

**2.15 \*\* This paragraph intentionally left blank. \*\***

**2.16 Workers' Compensation Leave** – Days on Workers' Compensation Leave shall not count as days worked for purposes of length of continuing services/seniority with the District only. Teachers on Workers' Compensation Leave shall retain, but not accrue, sick leave days, personal days, and professional development days during their Workers' Compensation Leave, subject to the limitations set forth in paragraphs 1.9, 1.10, and 1.11 herein.

For the purposes of seniority and advancement on the salary schedule, the teacher must actually teach or otherwise be present and participating in the District's educational program for at least 120 days in the school year. Days on Workers' Compensation do not count toward the 120 day limit. There will be no advancement on the salary schedule if the requirement of 120 days is not met.

While on Worker's Compensation Leave, a teacher may keep his or her group health insurance coverage provided for in paragraph 1.8 in effect by paying the required employee insurance contribution to the District.

**PART III  
EDUCATIONAL SUPPORT PERSONNEL  
COMPENSATION, BENEFITS, RIGHTS AND RESPONSIBILITIES**

**ARTICLE I  
COMPENSATION AND FRINGE BENEFITS**

**1.1 Salary Schedule** – The salary schedule shall be as set forth in Schedule C, which is attached hereto and incorporated into this Agreement.

**1.2 Payroll Installments** – Educational support personnel with an eleven (11) or twelve (12) month work year will be paid on the basis of twenty-six (26) equal installments. Education support personnel with a nine (9) or ten (10) month work year will be paid on the basis of twenty-six (26) equal installments, unless said employee elects to be paid on the basis of the twenty-two (22) equal installments and files a request, in writing, to that effect in the office of the Superintendent on or before the first teacher workday of each School Year.

Compensation for hours beyond the regular contract is to be requested on time sheets. Time sheet compensation shall be paid the second pay date of each month. Time sheets are to be submitted two weeks prior to the next pay date for which such compensation is to be paid. Time sheets submitted after the two week deadline will be reimbursed the following pay date for which such compensation is to be paid.

**1.3 Paydays – Specified** – Paydays shall be biweekly, on Friday. Direct deposit vouchers will be available no later than the day immediately preceding the appropriate payday.

**1.4 Supplemental Jobs – Salary Schedule** – In the event that an educational support personnel is assigned to supplemental jobs, the supplemental pay schedule for that employee shall be as set forth in Schedule B in Part I regarding teachers, which is attached hereto and incorporated into the Agreement.

**1.5 Supplemental Jobs - Payroll Procedures** – In the event that an educational support personnel is assigned to supplemental jobs, the supplemental pay shall be added to the employee's salary and shall be paid in the employee's paycheck each pay period throughout the year, as long as the employee in question is able to perform the supplemental job to which they are assigned; provided, however, that should an employee fail to perform the supplemental job to which he or she is assigned, any overpayments shall be deducted equally from the individual employee's remaining paychecks to the end of the contract year.

**1.6 Reimbursable Expenses** – Upon approval of the Board, all educational support personnel shall be reimbursed for appropriate expenses incurred. Educational support personnel seeking such reimbursement shall submit an itemized request for same at least fourteen (14) days prior to the regular monthly meeting of the Board. In the event that reimbursement for such expenses is approved, it shall be available to the employee within two (2) days after such approval.

Board policy will determine what reimbursable employee expenses are. These expenses must have administration approval in advance of incurring the expenses.

Food Service personnel will be reimbursed up to fifty (50) dollars for the cost of the recertification course and up to thirty-five (35) dollars for the cost of the license as required to perform their jobs.

Bus drivers will be reimbursed up to sixty (60) dollars for the cost of a commercial driver's license as required for bus drivers to perform their jobs.

**1.7 Illinois Municipal Retirement Fund Contributions/Tax Deferred Programs** – All employees whose jobs require 600 hours or more per year must be included in the Illinois Municipal Retirement Fund Program. The rate is subject to annual adjustments by laws for new social security increases and the date of distribution payments for death and disability benefits. According to authority granted by the Pension Reform Act of 1974, and Section 414(h)(2) of the Internal Revenue Code, the Board will, as a benefit to the educational support personnel, withhold from each employees' compensation his/her required contributions to the Illinois Municipal Retirement Fund and will shelter said contributions from employee's taxable income as reported to the Internal Revenue Service and the Illinois Department of Revenue.

At the request of the educational support personnel, the Board shall, in accordance with State law, withhold a designated amount of said employee's salary and transfer said amount to a tax-deferred annuity program (403b and/or 457) of the employee's selection; provided however, the vendor of said program is identified as an approved 403(b) vendor under the District's written plan. Any such request, including the amount to be withheld and the program desired, shall be in writing and shall remain in full force and effect until withdrawn by the employee, which withdrawal shall also be in writing.

The number of tax-deferred annuity programs shall be limited to thirty (30) companies. The teacher may add or withdraw from tax-deferred programs only at the first pay period in September, December, March, and June.

**1.8 Insurance Benefits** – On the behalf of the educational support personnel, the Board shall contract to purchase health insurance, including coverage for medical, dental, vision and life. Coverage will include a prescription card with employee co-pay of \$10 for generic drugs, \$25 for

formulary drugs, and \$40 for non-formulary drugs. Maintenance drugs must be purchased by mail order when possible. These provisions may be modified by a majority vote of the Insurance Committee and the Board of Education.

For returning educational support personnel hired before 2009-2010, health insurance premiums will be paid in the following amounts per month:

2013-2014 Employee Contribution

Individual \$78  
Single/Spouse \$275  
Single/Child(ren) \$255  
Family \$414

If insurance premiums increase for 2014-2015 over those for 2013-2014, the Board will pay the first 5% of the increase. The Board and the employee will split any additional increase equally.

If insurance premiums increase for 2015-2016 over those for 2014-2015, the Board and the employee will split any increase equally.

If insurance premiums increase for 2016-2017 over those for 2015-2016, the Board and the employee will split any increase equally.

Educational support personnel first hired for the 2009-2010 school year and thereafter shall be responsible for the following monthly payments for health insurance:

2013-2014 Employee Contribution

Individual \$78  
Single/Spouse \$351  
Single/Child(ren) \$304  
Family \$667

Any insurance premium increases for the life of the contract will be handled the same as scheduled above.

Notwithstanding the foregoing, employees first hired for the 2011-2012 school year or any school year thereafter shall only be eligible for Individual coverage, at the employee contribution amount set forth above, during the first four (4) years of their employment with the District; provided, however, they may elect Single/Spouse, Single/Child(ren) or Family coverage so long as they pay the full premium for covering the spouse/child(ren)/family. After their fourth year of employment with the District, said employee shall be eligible for Individual, Single/Spouse, Single/Child(ren) or Family coverage, at the employee contribution amount set forth above; provided, however, if the employee has a spouse who works for another employer that offers medical benefits and elects to have his or her spouse covered under the District's plan, the employee shall be required to pay the full premium for covering the spouse. If the spouse is covered under both plans, the District's plan shall be secondary. If the employee's spouse changes or terminates employment which results in him or her no longer being eligible for medical benefits through his or her employer, the employee shall be responsible for providing written notification to the Superintendent, or a designee, of the change.

## **Insurance Eligibility**

Beginning July 1, 2013, only employees that are scheduled to work at least 30 hours per week on September 1, will be considered eligible for health insurance coverage for that year. If any employee enrolls during the open enrollment period, they will be eligible for health insurance for the entire year. Any change in schedule after that date will not change eligibility status until September 1 of the next year.

The school District will investigate the feasibility of offering a Health Savings Account (HSA) or similar option to all interested employees.

- 1.9 Sick Leave** - Each full-time educational support personnel with less than a twelve month work year but works at least 600 hours per year shall be entitled to ten (10) sick leave days per School Year without loss of pay. Each full-time educational support personnel with a twelve month work year and that works at least 600 hours per year shall be entitled to twelve (12) sick leave days per School Year without loss of pay. Sick leave days shall be taken in no less than one-half (1/2) day increments. Sick leave shall accumulate from year to year. Sick leave shall be interpreted pursuant to Section 24-6 of the Illinois School Code.

If an employee fails to report to work for three (3) or more of his/her consecutive workdays or establishes a pattern of absences, then, before the employee can return to work, the District will require the employee to provide a physician's certificate regarding the dates the employee was absent.

For the purposes of seniority and advancement on the salary schedule, the employee must actually be present and participating in his/her District position for at least 2/3 of their work year. Compensated days shall include sick leave days, personal business days, bereavement days, and days used from the sick leave bank. The days of leave under the federal FMLA shall be included as days of participation in their District position. There will be no advancement on the salary schedule if the requirement of 2/3 of the work year is not met.

The Board recognizes the RCEA establishment of a "Sick Leave Bank."

In the event that any employee, with at least five years of service with the District, retires, resigns, or is honorably dismissed by the Board of Education, the said employee shall have an option of applying any portion of unused sick leave days allowable by law towards credit with IMRF and be compensated for any remaining unused sick leave days up to a maximum of 240 days. Days applied towards credit with IMRF will not be compensated. If the educational support personnel has been with the District five or six years the compensation rate shall be \$20 per day. If the educational support personnel has seven or more years with the District, the compensation rate shall be \$30 per day. The payment will be paid to the employee within sixty (60) days after the receipt of their last regular paycheck.

As indicated in 1.17, part-time educational support personnel receive a pro rata portion of the compensation rate.

- 1.10 Bereavement Days** – Any employee who suffers the loss of an immediate family member by death is entitled to use bereavement days in order to meet family obligations without loss of pay. No employee will be allowed to use more than three (3) bereavement days per incidence for a death of an immediate family member. Immediate family, as defined in the Illinois School Code, shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren,

parents-in-laws, brothers-in-laws, sisters-in-laws, and legal guardians. A party to a civil union would fall under the definition of sick leave/bereavement in the same capacity that a spouse would. If additional days are necessary to meet family obligations, the employee may use sick leave or personal business leave days. These bereavement days will not be allowed to accumulate. No compensation will be given for unused bereavement days.

**1.11 Personal Business Leave** - The Board will grant each educational support personnel three (3) days of personal business leave per School Year without loss of pay, provided that:

- A. Written advance notice of the necessity for personal business leave shall be submitted as soon as possible to the Principal or his/her designee;
- B. Personal business leave shall not be used on the first day or last day of the school year or the school day immediately preceding or immediately following a school holiday or school vacation if observed by the employee's work classification. Personal leave cannot be used to extend school vacations. Unusual or emergency situations may be approved by the Superintendent;
- C. No more than one (1) employee in each employment classification, per building, shall be permitted to utilize a personal business leave day on the same calendar date, unless approved by the Superintendent or his/her designee.
- D. Personal business leave days shall only be taken in one-half (1/2) day increments.

A personal business day may be used at the discretion of the employee. Any unused personal business leave shall be cumulative to a total of four (4) days from year to year. All other unused personal business leave days shall convert to sick leave days at the end of each School Year. Upon retirement, resignation, or honorable dismissal, unused personal business leave days shall be converted to unused sick leave days.

In the event a new form for requesting personal business leave days is needed, the Board will develop the appropriate form in cooperation with the Association.

**1.12 Professional Leave** – The Board may grant one (1) day of professional leave per year to each educational support personnel for professional development, provided, however, that:

- A. Prior written approval must be given by the Superintendent for such professional leave;
- B. The professional leave must relate directly to the employee's duties within this School District;
- C. Said professional leave shall be non-cumulative and, in the event that any employee does not use their professional leave, said employee shall not be compensated for any unused professional leave days.

In the event that the Board directs an employee to participate in any particular professional conference or meeting, then the Board shall pay the required fees and mileage to and from the location of the conference or meeting and the employee's home school. Additionally, in the event that the Board directs an employee to participate in any particular professional conference or meeting, then the days so spent shall not be deducted from the number of professional leave days allowed to such employee.

### **1.13 Voluntary Early Retirement Program (“VERP”)**

An employee who, at the date of retirement, (a) has a minimum of twenty (20) or twenty-five (25) years of service with the District; (b) is at least 55 years of age; (c) meets the participation deadlines set forth below; and (d) holds a position other than that of a bus driver, will be eligible to participate in the District’s Voluntary Early Retirement Program (“VERP”) as set forth below.

Options:

a. In order to participate, the employee that will have a minimum of twenty-five (25) years with the District, must submit an irrevocable letter of resignation to the Board of Education by June 30th, one (1) to four (4) years prior to retirement. The employee shall then be removed from the salary schedule and receive a five percent (5%) increase over his/her IMRF creditable earnings for the last one (1) to four (4) years for his/her regular work duties.

b. In order to participate, the employee that will have a minimum of twenty (20) years with the District must submit an irrevocable letter of resignation to the Board of Education by June 30th, one (1) to four (4) years prior to retirement. The employee shall then be removed from the salary schedule and receive a four percent (4%) increase over his/her IMRF creditable earnings for the last one (1) to four (4) years for his/her regular work duties.

The 4% or 5% increase in creditable earnings set forth in each option above is for regular work duties only and said increase does not include IMRF creditable earnings for extracurricular duties or any other extra duties (e.g. overtime, ticket-taking etc.) other than those on schedule B held by the employee at the time of notification.

All VERP compensation will begin at the beginning of a fiscal year (July 1). Any employee retiring midyear under the VERP provisions will have the 4% or 5%, applied proportionally to that portion of the final year worked. The VERP provisions will apply to no more than four years.

An employee will not be assigned to any compensated duty during his/her years of participation in the plan if it causes an increase of more than 6.0% over the previous year’s total IMRF creditable earnings (e.g. coaching, ticket-taking, etc.).

If an employee uses his/her accumulated sick leave due to the employee’s own serious health condition or the serious health condition of the employee’s spouse, child or parent during participation in VERP, the employee will be allowed to work up to one additional year without penalty as per the current salary schedule; provided, however, the employee provides sufficient medical certification to verify the serious health condition.

Part-time employees, excluding bus drivers, who are employed less than six (6) hours daily shall be entitled to one half (0.50) of the benefits (i.e. 2% or 2.5% increases) set forth above.

#### **Bus Drivers Voluntary Early Retirement Program (VERP)**

A bus driver who, at the date of retirement, (a) has a minimum of twenty (20) years of service with the District; (b) is at least 55 years of age; and (c) meets the participation deadlines set forth below, will be eligible to participate in the District’s Voluntary Early Retirement Program (VERP) as set forth below.

In order to participate in VERP, the bus driver must submit an irrevocable letter of resignation to the Board of Education at least six (6) months prior to retirement indicating his/her intention to retire at the end of either: 1) the 2013-2014 school year; 2) the 2014-2015 school year; 3) the 2015-2016 school year; or 4) the 2016-2017 school year. Bus drivers participating in VERP will receive on his/her last regular paycheck a severance payment of up to \$2,000, not to exceed 6% of previous year's salary.

In the event a bus driver participating in VERP is discharged for cause or dies during his/her participation in the plan, he/she or his/her beneficiaries will be ineligible for the severance payment set forth above.

**1.14 Jury Duty** - Any educational support personnel required to report for jury duty will continue to receive their pay. Notice of being summoned to jury duty must be forwarded to the employee's Building Principal within ten (10) days of service of summons. The employee shall report to their Building Supervisor/Principal for assignment when their presence in Court is not required.

The employee shall present proof of service on jury duty and the amount of pay received therefore to the Business Office. In consideration of the continuing compensation provided in this paragraph, the employee must reimburse to the Business Office their daily jury pay, except travel expenses, as provided by the appropriate Court system.

If a daytime employee reports to court, they do not need to report to their Building Supervisor/Principal until released. Employees that work second shift who are released from court duties before noon need to notify their Building Supervisor for possible work assignment. Third shift employees do not need to work the evening before reporting to jury duty. However, when released from jury duty, third shift employees will notify their Building Supervisor for possible work assignment. (Released from jury duty means no longer required to serve on the jury for that day).

**1.15 Holidays** – The following days will be observed as legal holidays for 12-month educational support personnel: Independence Day, Labor Day, Columbus Day, Thanksgiving (2 days), Christmas (2 days), New Year's (2 days), Martin Luther King's birthday, Casimir Pulaski's birthday, Good Friday and Memorial Day. In addition, Veteran's Day and Lincoln's birthday will be observed if they fall on a weekday. In the event Presidents Day is observed instead of Lincoln's birthday, Presidents Day will then be the legal school holiday and observed by the twelve month employees.

- In the event that a current legal school holiday is no longer classified as a school holiday or the District uses a current holiday as a pupil attendance day or institute day, the twelve month employees will have a floating holiday to be scheduled during the year. The floating day will be scheduled at the Administration's discretion.

Full-time employees whose compensation is annualized will be entitled to the aforementioned holidays without loss of pay, provided they meet the following requirements:

1. The employee must work within the payroll period during which the holiday occurs;
2. The employee must work the last scheduled working day before the holiday and the first scheduled workday after the holiday unless such absence is approved by the Superintendent with knowledge of the immediate supervisor;



Regularly-employed part-time employees will not be entitled to paid holidays.

In the case of an emergency or for the continued operation and maintenance of school facilities or property, the District may require School District employees to work on a legal school holiday. Such employees shall receive from their supervisor notice that their presence is required in the School District on a legal school holiday. Such employees shall receive overtime compensation for hours worked that day.

**1.16 Vacations** – Twelve-month full-time educational support personnel will be entitled to vacation days as set forth below. All vacation will be earned and accrued on the basis of the School District’s fiscal year, not the employee’s anniversary date. Vacation days shall only be taken in one-half (½) day increments.

Newly hired employees shall be entitled to vacation days as follows:

For the employee’s first six (6) months of employment, the employee shall not accrue or take any vacation days.

Upon the employee’s completion of the six (6) month probationary period, the employee will begin to accrue .0383 vacation days for each work day from that date to the end of the current fiscal year, after which time the employee shall be entitled to vacation days as set forth below.

The total amount of accrued vacation days shall be rounded to the nearest 1/2 day.

Those employees with at least six (6) months of service with the District will be entitled to vacation days as follows:

Six months – five years	10 days per fiscal year
Six – fourteen years	15 days per fiscal year
Fifteen or more years	20 days per fiscal year

Vacation time earned must be taken within one year after the fiscal year it was earned. Vacation time not used by this deadline will be forfeited and the employee will not be entitled to compensation therefore.

Those employees wishing to have priority in taking vacation will be required to submit their request for vacation by March 1 of the year prior to the School Year for which at least sixty (60) days before the vacation is requested. The Superintendent will, within thirty (30) days thereafter, advise the employee as to whether the vacation may be taken as requested.

In the event that conflict between two or more employees exists relative to the scheduling of vacations, seniority will prevail.

Any request for vacation submitted after the March 1 deadline set forth above will be given on a first-come first-served basis taking into consideration the continuing needs of the Board for the continued operation of an effective educational program.

Part-time employees working a 261-day work year or less will not be entitled to paid vacation.

**1.17 Part-Time Educational Support Personnel** – Any regularly employed part-time educational support employee who works at least one-half (1/2) of the full-time equivalency for educational support personnel in the School District shall receive a pro-rata share of the compensation and benefits set forth in paragraphs 1.1, 1.9, 1.11 and 1.12 above.

If a part-time educational support personnel working less than 600 hours becomes employed in a full-time education support personnel position, the accumulated sick time days are prorated into full time sick days for the carry over to full time status. (For example, if a half time ESP earns ten ½ sick days, he/she would carry over five full sick days)

**1.18 Snow Days/Emergency Closing** – After a snow day or emergency school closing has been announced, 261-day employees, unable to report to work as scheduled, may at their option choose to use a personal day or vacation day.

For any employee for whom the workday is rescheduled, if a leave day has been pre-approved for this day, said employee will not be obligated to use the leave day.

## ARTICLE II

### RIGHTS AND RESPONSIBILITIES

- 2.1 Duty-Free Lunch** – Each educational support personnel employee shall be entitled to a duty-free lunch which shall be no less than thirty (30) consecutive minutes in length.
- 2.2 Rest Periods** – The Board will grant each full-time educational support personnel employee two (2) 15-minute rest periods each day, one rest period to be observed in each half of each shift. Full-time employees will also receive one (1) 15-minute rest period when scheduled for or after completion of three (3) consecutive hours of overtime work in addition to the regular workday. This rest period is to be scheduled at the supervisor's discretion.

The District will grant part-time educational support personnel, except food service assistants one (1) 15-minute rest period for each four (4) consecutive hours worked. Food service assistants will receive no rest periods, other than their duty-free lunch set forth in paragraph 2.1; provided, however, that food service assistants will receive one (1) 15-minute rest period when scheduled for or after completion of three (3) consecutive hours of overtime work in addition to the regular workday. The rest period is to be scheduled at the supervisor's discretion. Food service assistants will not be charged for meals eaten during their duty-free lunch at their school's cafeteria.

- 2.3 Work Year and Workdays** – The work year and workday for educational support personnel will be as follows:
- A. Custodians, Groundskeepers, Bus Mechanics, Assistant Bus Mechanics, Assistant Maintenance Mechanic: Full-time custodians, groundskeepers, bus mechanics, assistant maintenance mechanic, and assistant bus mechanics will have a 261-work year and an 8-1/2 hour workday, inclusive of their one-half hour unpaid duty-free lunch. However, those custodians assigned to the night shift will, in consideration of their acceptance of the night shift, be compensated for an eight-hour workday, inclusive of their one-half (1/2) hour duty-free lunch. Part-time custodians will have a shorter workday, and/or year, depending upon the needs of the School District.
  - A1. Assistant Groundskeepers: Assistant groundskeepers will have a 200 day work year. The workday shall be 8-1/2 hours in length, inclusive of their one-half hour unpaid duty-free lunch. Depending upon the needs of the School District, the length of the work year may be extended.
  - B. Food Service Assistants: Food Service Assistants will have a work year in accordance with the school lunch calendar adopted by the Board. The normal workday for full-time food service assistants will be five (5) hours, inclusive of their one-half hour unpaid duty-free lunch. Part-time food service assistants will have a shorter workday, depending upon the needs of the School District.
  - C. Secretaries: Secretaries will have a 210-day work year. Their workday will be 8-1/2 hours in length, inclusive of their one-half hour unpaid duty-free lunch. Part-time secretaries will have a shorter day depending upon the needs of the School District.

- C1. Clerical Aide and Health Aide: Clerical Aides and Health Aides will typically have a work year that corresponds with the student attendance calendar. This work calendar may be adjusted to meet the needs of the School District. Their full-time workday will be 7-1/2 hours in length, inclusive of their one-half hour unpaid duty-free lunch. Part-time clerical aides and health aides will have a shorter day depending upon the needs of the School District.
- D. Bus Drivers: Bus Drivers will have a work year in accordance with the student attendance in the school calendar adopted by the Board. They will also be required to work additional days prior to the commencement of the School Year in order to familiarize themselves with the bus routes established by the Administration. Bus drivers with routes which transport students out of the District may have a longer or shorter work year, depending upon the school calendar adopted by the special education facility to which they transport students. The bus drivers' workday will fluctuate depending upon their length of route, as established in the assignment process set forth in paragraph 2.7 hereof.
- E. Teacher Aides and Technical Associates: Teacher Aides and Technical Associates will have a work year that corresponds with the teacher's work year as designated in Part II, Article II, Section 2.3. The workday for teacher aides, and technical associates will be 7-1/2 hours in length, including their one-half hour duty-free lunch. Teacher aides, and technical associates may also be required to attend parent-teacher conference sessions outside of the regular school day, as well as one open house outside of the regular school day. These times may include mornings, afternoons, and evenings. Exact schedules will be determined at each school, by the Principal, with input from the faculty. Total hours will not exceed the normal workday unless make-up time is built into another workday. Time will be provided for lunch and dinner breaks where applicable. They will also be required to attend all faculty meetings called by the Administration of the School District in accordance with the provisions therefore established in Part II, Article II, Section 2.3 for teachers. In consideration hereof teacher aides and technical associates will be allowed to leave on the last workday of each week after buses have removed students from the campus. Part-time teacher aides and technical associates will have a shorter day depending upon the needs of the School District.

New teacher aides and technical associates to the District may be required to attend District orientations without compensation. During this orientation time, the Association will be given one-hour period of time within which to acquaint new teacher aides and technical associates with Association business.

For attendance at in-service workshops and institutes, part-time teacher aides, and technical associates will be reimbursed for their time beyond their regular workday based upon their current salary.

Each teacher aide will be entitled to a maximum of 2 professional days by drawing on the Teacher Professional Day Pool available, if a teacher wishes to donate his/her Professional Day(s) to a teacher aide.

**2.3.5 Overtime Pay** – Those employees working in excess of forty (40) hours per week will be compensated at the rate of 1.5 times the hours worked and shall receive said compensation within two weeks of the date the overtime was worked. Paid holiday hours will be counted as

hours worked for the purposes of determining overtime. Vacation days, sick leave days, and personal leave days shall not be counted as hours worked for purposes of determining overtime pay.

**2.4 Probationary Employees** – All new educational support personnel shall be considered as probationary employees for a period of eighty (80) consecutive workdays, which shall be defined as those days for which the employee is scheduled by the Administration to work. The Administration shall have the right to extend this probationary period an additional forty (40) consecutive workdays for cause; provided, however, that the Administration will provide the employee in question with notice of said extension, including the reasons therefore. If an employee satisfactorily completes the initial or extended probationary period, their seniority shall begin as of the date they first performed duties for the School District. The Board shall have the unconditional right to discipline, layoff or discharge any probationary employee during the initial or extended probationary period without recourse by the Association or use of the grievance procedure set forth in this Agreement by the employee in question.

**2.5 Seniority** - For purposes of this Agreement, seniority shall be defined as the length of an educational support personnel's continuous full-time employment with the Board of Education of School District No. 255U. Seniority shall be earned and maintained within each employment classification and shall be computed from the first day of current uninterrupted employment within that classification. The first day shall be defined as the day upon which duties are first performed.

For the purposes of seniority and advancement on the salary schedule, the employee must actually be present and participating in his/her District position for at least 2/3 of their work year. Compensated days shall include sick leave days, personal business days, bereavement days, vacation days, and days used from the sick leave bank. The days of leave under the federal FMLA shall be included as days of participation in their District position. There will be no advancement on the salary schedule if the required 2/3 of the work year is not met.

Part time employees who work one half (1/2) of the full time equivalency for employees in their work classification will be able to accrue seniority. The part time employee will accrue one half (1/2) year of seniority if they work one half (1/2) of their first fiscal year. Employees other than half-time will have seniority pro-rated based on rounding to the nearest 1/2 year assuming they meet the requirement of working 2/3 of the year.

In the event that the size of the working force of the School District is increased, or an employee seeks promotion from one position to another or transfers from one position to another, seniority shall be one factor considered, along with other factors including the ability to perform the work required in the new position. The final decision in this regard will lie with the Board of Education upon recommendation of the Superintendent.

An employee shall be considered terminated and lose all rights to seniority under any of the following circumstances:

1. If they quit;
2. If they are discharged for cause;
3. If they are laid off as the result of reduction in force and not recalled within

18 months of the date of said layoff;

4. If they are laid off as a result of reduction in force, subsequently recalled and fails to report for work on the mutually agreed upon date for return to duty; or
5. If they are absent for work two (2) consecutive days without an acceptable excuse, such as sick leave, personal business leave, jury duty or other approved leaves of absence.

In the event that an educational support personnel voluntarily transfers from one job classification to another, either through transfer or promotion, then said employee's seniority in the prior classification shall be retained but not accrued, for a period of two (2) calendar years, after which time it will be expired and all seniority rights to prior job classification shall be extinguished. Seniority in the new job classification shall be computed from the first day of current uninterrupted employment within the new classification.

The provisions of this paragraph regarding seniority shall not be construed to grant educational support personnel the benefits of continued contractual service or tenure as that term applies to teachers.

**2.6 Reductions in Force – Seniority** – In the event that the Administration of the School District deems it necessary to reduce the number of educational support personnel in the District due to decreased enrollment, lack of funds or other reasons, the Superintendent or his designee shall advise the Association prior to any official action on the part of the Board and prior to any public announcement. The Association shall be afforded an opportunity to provide the Administration of the District with alternatives to such reduction in force within seven (7) calendar days of said advice. Thereafter, should the Board deem it necessary to reduce the educational support force within this School District, then the Board shall retain those employees with the most seniority in the particular employment classification in which said employees are qualified to work. In the further event that seniority between two or more employees within the particular job classification is equal, then the Board shall retain those employees with the greatest number of days of substitute service in the year immediately preceding their first year of continuous uninterrupted service. All further ties shall be determined by drawing lots.

In the event that an employee is laid off as a result of a reduction in force and subsequently recalled for duty, the employee so recalled must contact the Superintendent within five (5) workdays of receipt of notice of recall in order to arrange a mutually agreed upon return to work date. Failure of the employee to contact the Superintendent within five (5) workdays will be deemed forfeiture of all recall rights and seniority rights.

**2.7 Notice of Assignments** – Educational support personnel, with the exception of bus drivers, will be given notice of any change in their assignments for the forthcoming work year at least 30 days prior to the date when duties for the new assignment are to be assumed. The assignment shall include building and duties assumed. In the event a change in an employee's assignment is thereafter deemed necessary, in the exercise of the Board's discretion, then the employee shall be notified of the change as promptly as circumstances permit and thereafter shall have the opportunity to discuss the reassignment with their immediate supervisor.

Route assignments are the responsibility of the Director of Transportation. Route assignments will be at such time as the School District has been able to reasonably establish the bus routes

for the forth coming year. Whenever possible seniority will be used as the determining factor for assignment.

Drivers will normally be allowed to keep their routes from year to year. However, all routes will be rebid at the beginning of each new contract. At the end of any school year any driver will be given the opportunity to give up their route for reassignment. Those routes up for reassignment will be available to all drivers.

In the event that a route is added or a vacancy occurs due to retirement, reassignment, resignation or dismissal and the vacancy occurs before March 1, the route will be posted for reassignment for the remainder of that year. If after March 1, the vacated route may be filled with a substitute driver for the remainder of the year and then posted and reassigned for the following school year if necessary. In the event a route is eliminated, the driver may be reassigned. Whenever possible, seniority will be used as the determining factor for reassignment.

During the life of this contract, if the Administration deems it necessary, drivers may be given written notice with reason and reassigned to a different route. In the event a driver is reassigned or changes routes for any reason the drivers pay will be determined by the driving time of the new route.

Drivers will be paid a salary that is based on the length of their regular route and a longevity/extra duty stipend:

1. The length of the regular route is the hours they drive while transporting student to and from school anytime during the year excluding extracurricular runs. Driving time will be submitted by the driver upon request by the Director of Transportation and is subject to verification. That portion of the salary is determined by multiplying the driver's time by an hourly rate (See Bus Driver Pay Schedule C).
2. The longevity/extra duty stipend is based upon continuous service years and using the stipend listed in Bus Driver Pay Schedule C. This portion of the drivers' salary is compensation for attending transportation/safety meetings, completing required pre-trip and post-trip inspections and bus fueling duties.

All drivers that drive any run other than a routine assigned route will be paid at the Extra Run rate (See Bus Driver Pay Schedule C)

## **2.7.5 – Right of Assignment**

- a. The District retains the “right of assignment” for placement of personnel within certified/non-certified areas.
- b. The District Athletic Directors have the right of assignment with regards to sports specific coaching placement provided:
  - i. A coach who is reassigned to a different level or position (i.e. move from an Assistant Coach to a Head Coach) is reassigned to the same sport they have already been hired to coach;

- ii. A coach who is reassigned to a different level or position is reassigned to coach in the same building they have already been hired to coach (i.e. middle school coaches can be reassigned to middle school positions within the same sport, and high school coaches can be reassigned to high school positions within the same sport).
- iii. With this same sport, same building policy in place, a coaching position will be posted because even if a coach is reassigned to a different level or position, the position they are vacating will be posted.
- iv. An exception to the above section is that all Varsity Head Coaching positions will be posted for at least two weeks unless otherwise approved by the Superintendent. Insofar as possible, head coaches will be consulted regarding coaching openings and appointments.

**2.8 Notice of Vacancies** – Notices of all vacancies shall be placed in the “job postings” section of the District’s SharePoint site and an email notification of this posting sent to all Association members via the District’s email accounts. In addition, during the summer months, all employees currently registered shall be notified of vacancies via the District’s mass alert system. Such vacancy notices shall describe the job classification, type of work, location of work, length or workday and work year, starting date and rates of pay.

If, at the time of filing a RCEA Education Support Personnel position, the number of hours changes, then the vacancy shall be reposted for in-house consideration.

It will be the intent of the School District to fill existing vacancies by utilizing District seniority whenever feasible and reasonable according to the judgment of the School Board.

It will be the intent of the School District to fill extending hours by utilizing building seniority whenever feasible and reasonable according to the judgment of the School Board.

If, in the opinion of the School Board or the Reed-Custer Education Association, a significant change in job responsibilities occur, the Administration and Reed-Custer Education Association will discuss the ramifications of the changes to discuss whether the new responsibilities warrant advertising a vacancy.

**2.9 \* \* This paragraph intentionally left blank. \* \***

**2.10 Review of Personnel File** – Each educational support employee shall have the right, upon request, to review the contents of their personnel file and may, upon request, secure one photocopy of the documents contained therein without charge. These copies shall be initialed by the employee and an administrator or administrative secretary. Additionally, educational support personnel shall receive a photocopy of any document placed in their personnel file, excluding those items required by law or regulation (e.g. transcripts, medical records/documentation, copies of certifications, etc.) and may, within thirty (30) days of such placement, respond in writing thereto, which response shall be attached to the said document. Each educational support employee’s file will contain a log which will set forth the name of those individuals reviewing that personnel file, the authorization for said review, the date and time of said authorization for said review, the date and time of said review and the purpose for said



review; provided, however, that members of the central Administration of the School District will not be required to annotate their review of the personnel file.

After a document has been in an employee's personnel file for a period of five (5) years, the employee will have the right to request that the Board remove said document there from. The decision whether to remove said document shall lie with the Board of Education, in its continuing discretion, which decision shall not be subject to the grievance procedure provided in this agreement.

**2.11 Right of Representation** – When an employee is required to appear before the Board or the Superintendent concerning any matter which may adversely affect their employment relationship, the employee shall be entitled, upon request, to have a representative of the Association present. Furthermore, when an employee is required to appear before the Board concerning any matter which may adversely affect their employment relationship, said employee shall be advised in writing of the reasons for the requirement. An employee who is required to appear before the Board or the Superintendent pursuant to the provisions of this paragraph 2.11 will be informed of their right to have an Association representative present as provided in this paragraph 2.11.

In the event that it is necessary to discharge, demote or suspend without pay educational support personnel for cause, the employee will be entitled to a prior hearing before the Board of Education. The educational support personnel will be entitled to notice of said hearing, which notice will include the date, time and place of said hearing, the nature of the charges, the identification of witnesses who may testify against the employee, the employee's right to present evidence and the employee's right to be represented by the Association or an attorney of their choosing, which attorney shall be at the employee's expense.

**2.12 Evaluations of Education Support Personnel** – The Board has, in cooperation with the Association, developed a Plan of Evaluation of Educational Support Personnel. All parties will adhere to the procedures and timelines as stated in the evaluation plan.

**2.13 Maternity/Child Care Leave** – Upon written request submitted to the Superintendent by an educational support employee, at least ninety (90) days before the leave is to begin (unless exceptions are granted by the Superintendent), the Board shall grant maternity/child care leave without pay under the following conditions:

- A. Maternity/Child care leave applies to new born babies or newly adopted children under the age of four (4) years; provided, however, that exceptions to this age limitation for adoptions will be granted should the rules and regulations of a duly licensed adoption agency so require:
- B. Maternity/Child care leave shall be for a period of up to one year, which period shall be mutually agreed upon by the employee and the Superintendent. If additional child care leave beyond the period agreed to is necessary, the employee shall present in writing a request for such extension, listing reasons for the said request. An extension request will be considered on an individual basis and determined in the discretion of the Superintendent.

- C. While using the Family Medical Leave Act, an employee on maternity/child care leave may keep their group health insurance coverage provided for in paragraph 1.8 in effect by paying the required insurance contribution as stated in paragraph 1.8.

After using the Family Medical Leave Act, an employee on maternity/child care leave pursuant to this paragraph 2.13 may keep their group health insurance in effect by paying the full insurance premium to the District during the leave period. The District will make no contribution toward health insurance premiums during the leave period.

- D. For the purposes of seniority and advancement on the salary schedule, the employee must actually be present and participating in the District for at least 2/3 of their work year. Compensated days shall include sick leave days, personal business days, bereavement days, vacation days, and days used from the sick leave bank. The days of leave under the federal FMLA shall be included as days of participation in the District. There will be no advancement on the salary schedule if the required 2/3 of the work year is not met.
- E. In the event that an employee intends to return from maternity/child care leave, the employee must advise the Superintendent of said intent at least ninety (90) days prior to the scheduled return to work date.
- F. All maternity leaves will be granted with the full understanding that the employee may be assigned to any position for which they are qualified upon completion of said leave. Consideration shall be given to returning the employee to their former position.

**2.14 Leave of Absence Without Pay** – Leave of absence without pay for health or professional study may be granted to educational support personnel by the Board for a period of one year or less upon recommendation by the Superintendent.

An employee desiring a leave of absence shall notify the Superintendent in writing of their desire to take such leave at least ninety (90) days prior to the date on which the leave is requested to begin. Exceptions to the notice requirement may be granted by the Superintendent should the Superintendent deem appropriate.

Any employee on leave of absence without pay may keep their insurance in effect by paying the full insurance premium to the District during the leave period. The District will make no contribution toward health insurance premiums during the leave period.

All leaves of absence shall be granted with the full understanding that the employee may be assigned to any position for which they are qualified upon completion of leave. Consideration shall be given to returning the employee to his or her former position.

The Board, in its sole discretion, may extend leave for an additional year upon written request from the employee.

For the purposes of seniority and advancement on the salary schedule, the employee must actually be present and participating in the District for at least 2/3 of their work year. Compensated days shall include sick leave days, personal business days, bereavement days, vacation days, and days used from the sick leave bank. The days of leave under the federal FMLA shall be included as days of participation in the District. There will be no advancement on the salary schedule if the required 2/3 of the work year is not met.

In the event that an employee intends to return from an unpaid leave, the employee must advise the Superintendent of said intent at least ninety (90) days prior to the scheduled return to work date.

Failure of an employee to notify his or her Supervisor of his or her intent to return, according to the provisions of this paragraph 2.14, shall be considered as a resignation. Exceptions to the notice requirement may be granted by the Superintendent should they deem appropriate.

An employee on leave of absence retains any unused accumulated sick leave, usable upon return to regular employment, but does not earn additional sick leave until the employee returns to service. In the event that an employee works a portion of a year prior to being granted a leave of absence, they shall earn a prorated amount of unused sick leave days for the time worked.

**2.15 Subcontracting** – The Association acknowledges that the decision to subcontract work currently being performed by members of the School District’s educational support personnel is one which inherently lies in the managerial capacity of the Board. In the event the Board deems necessary to make the decision to subcontract work currently being performed by members of the School District’s educational support personnel, it will notify the Association a minimum of twelve (12) months prior to the intended implementation of any such decision and will negotiate with the Association over the impact which such decision will have on wages, hours, and other terms of employment of its current educational support staff.

**2.16 Workers’ Compensation Leave** – Days on Workers’ Compensation Leave shall not count as days worked for purposes of length of continuing service/seniority with the District only. Employees on Workers’ Compensation Leave shall retain, but not accrue, sick leave days, personal days, vacation days, and professional leave days during their Workers’ Compensation Leave, subject to the limitations set forth in paragraphs 1.9, 1.10, and 1.11 herein.

For the purposes of seniority and advancement on the salary schedule, the employee must actually be present and participating in the District for at least 2/3 of their contract days. Compensated days shall include sick leave days, personal business days, bereavement days, vacation days, and days used from the sick leave bank. The days of leave under the federal FMLA shall be included as days of participation in the District. There will be no advancement on the salary schedule if the required 2/3 is not met.

While on Worker’s Compensation Leave, an employee may keep his or her group health insurance coverage provided for in paragraph 1.8 in effect by paying the required employee insurance contribution to the District.

**PART IV  
ASSOCIATION RIGHTS**

**ARTICLE I**

- 1.1 Meetings, Notices and Information** – The Board shall make available in each school building, in the faculty work room and other rooms for employee notices, a bulletin board for official notices of: (i) Association activities; and (ii) matters of Association concern.

The Association shall have the right to use the teachers' and employees' mailboxes in each school building for communications to teachers and employees provided, however, that the Association shall designate an individual in each building who will assume the responsibility for the distribution of such communications and who will advise the Building Principal when such distribution occurs.

Duly authorized representatives of the Reed-Custer Education Association shall have the right to transact official Association business on school property at reasonable times, provided such times do not affect the normal school schedule or operation thereof. For purposes of this paragraph, reasonable times shall be deemed to mean either before or after the scheduled school day and during the teachers' or employees' duty-free lunch period.

The Association and its representatives shall have the right to use school buildings for meetings of the Reed-Custer Education Association, so long as the Association secures prior approval from the Superintendent or his designee through submission of a building usage request and so long as the requested usage does not interfere with previously scheduled activities in said school buildings.

- 1.2 Association Matters – Board Agenda** – The Administration of the School District will place on the agenda of each regular Board meeting any matters brought to its attention for the Board's consideration by the Association as long as the matters are submitted in writing to the Superintendent's Office by 4:00 p.m. at least twelve (12) days before the Board meeting in question. The Association will be allowed a reasonable period of time to speak to these matters at said Board meeting.
- 1.3 Board Meeting – Notification to Association** – The President of the Association and designated Association representatives will be given written notice and an agenda of any regular or special meeting of the Board at such time as said notice and agenda is distributed to members of the Board.
- 1.4 Board Minutes – Distribution to Association** – Copies of Board minutes detailing the actions of the Board of Education in open session shall be posted on the District website upon approval by the Board. At the same time as posting the minutes, an electronic copy of the minutes will be emailed to the Association President. Any synopsis of the Board of Education's actions that are distributed to the media, shall also be distributed to the President of the Association. The Association shall have no right to minutes of executive or closed sessions of the Board of Education.
- 1.5 New Teachers and Employees – Names and Addresses** – The names and addresses of newly-hired teachers and employees will be provided to the Association within fourteen (14) days after their hiring by the Board.

**1.6 Association Leave** – During the school year, the Board will grant the Association four (4) days of Association leave per year for the purpose of sending representatives to local, state or national conferences or on other business pertinent to Association affairs; provided, however, that no individual teacher or employee shall be allowed any more than two (2) such days per year and no more than two (2) days shall be taken by the Association consecutively. Due to the size of the Association, three (3) employees may be elected as representatives to the state conference. In the event two (2) additional days are needed, the Association will pay for one-half (0.50) the substitute's rate for those two (2) days. If any employee is elected or appointed to a Region, IEA, or NEA position, he/she will be allowed any amount of leave days required for that purpose; provided, however, that the Region, IEA, or NEA pays the cost of needed substitutes.

During the summer vacation, the Board will grant the Association a maximum of ten (10) days of Association leave per summer vacation for the purposes of sending representatives to state and national conferences with a maximum of two (2) employees at the same period of time; provided that the Association reimburse the District for each day the equivalent of one-half (0.50) of substitute pay for the individuals. The summer Association leave is intended for educational support personnel only.

The Board will grant the President of the Association release time of one day per month with a maximum of nine (9) days per year for the performance of the duties of the office.

**1.7 Fair Share** – All teachers and employees covered by this Agreement who are not members of the Association shall, commencing on the effective date of this Agreement, or thirty (30) days following the commencement of their employment, whichever is later, pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues. The agreement will follow the IELRB fair share procedures.

In the event that a bargaining unit member does not pay his/her fair share fee directly to the Association within the time specified above, the Board shall cause to have the fair share fee deducted from the wages of the nonmember. Such fees shall be paid to the Association by the Board no later than ten (10) days following the deduction.

If a nonmember has objections to fair share payments to the Association based upon bona fide religious tenets or a teaching or a church or religious body of which the teacher or employee is a member, the fair share payment will be made to a non-religious charitable organization mutually agreed upon by the teacher or employee and the Association. If the teacher or employee and the Association are unable to reach an agreement on the matter, the list of approved charitable organizations established by the Illinois Educational Labor Relations Board will be used.

The Association shall indemnify and hold harmless the Board of Education, 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 paragraph 1.7., or in reliance on any list, notice, certification, affidavit or reassignment furnished under any such provisions.

**1.8 School Calendar** – The Board and the Superintendent will accept input from the Association regarding the school calendar, but the final authority for the adoption of the school calendar rests with the Board of Education.

**PART V  
GRIEVANCE PROCEDURE**

**ARTICLE I**

**1.1 Definitions**

- A. Any claim by the Association or any teacher or employee that there has been a violation, misrepresentation or misapplication of the terms of this Agreement shall be a grievance.
- B. All time limits contained herein shall consist of calendar days and shall be computed by excluding the first day and including the last, unless the last day is Saturday or Sunday or a legal holiday and then it shall also be excluded.

**1.2 Procedures** – The parties hereto acknowledge that it is usually most desirable for a teacher or employee and his or her immediately involved supervisor to resolve problems through free and informal communications. When requested by the teacher or employee, an Association representative may accompany the teacher or employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the teacher, employee or the Association, a grievance may be processed as follows:

- A. The teacher, employee or the Association may present the grievance in writing, within twenty-one (21) days of the date of the event giving rise to the grievance, to the immediately involved supervisor, which grievance shall state the part, article, section and clause of this Agreement alleged to be violated, misrepresented or misapplied and which grievance shall further state the remedy which is sought. The immediately involved supervisor and if requested, the Association's representative shall be present for the meeting. Within seven (7) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response
- B. If the grievance is not resolved at Step 1.2.A, then the grievant or the Association may refer the grievance to the Superintendent or his officially designated representative within seven (7) days after receipt of the Step 1.2.A answer or within fourteen (14) days after the Step 1.2.A meeting, whichever is later. The Superintendent shall arrange with the grievant and, if requested, the Association representative, for a meeting to take place within seven (7) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counsel as it deems necessary. Within seven (7) days of the meeting, the grievant and the Association shall be provided with the Superintendent's written response.
- C. If the Association is not satisfied with the disposition of the grievance at Step 1.2.B. or the time limits expire without the issuance of the Superintendent's written reply, the grievance may be submitted to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the Administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for Step 1.2.B., then the grievance shall be deemed withdrawn.
  - 1. Neither the grievant nor the Association shall be permitted to assert any grounds or evidence before the Arbitrator which were not previously disclosed to the immediately involved supervisor and the Superintendent. Similarly, neither the

Board nor its Superintendent shall be permitted to assert any grounds or evidence before the Arbitrator which were not previously disclosed to the grievant or the Association.

2. The Arbitrator shall have no power to alter the terms of this Agreement.
3. Each party will pay its own costs of representation and the cost of a transcript of the arbitration proceedings, if requested.

- 1.3 **Bypass to Superintendent** – If the Association and the Superintendent agree, Step 1.2.A. of the grievance procedure may be bypassed and the grievance brought directly to Step 1.2.B.
- 1.4 **Bypass to Arbitration** – If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.
- 1.5 **Class Grievance** – Class grievances involving one or more teachers or employees, or one or more supervisors, and grievances involving an administrator above the building level, may be initially filed by the Association at Step 1.2.B.
- 1.6 **Association Participation – Grievant Represented** – The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no teacher or employee shall be required to discuss any grievance if the Association's representative is not present.
- 1.7 **Association Participation – Grievant Not Represented** – When a teacher or employee is not represented by the Association, the Association shall have the right to have its representative present to state its views at any stage where the grievance is to be adjusted.
- 1.8 **Released Time** – Should the processing of any grievance require that the grievant or the Association representative be released from his or her regular assignment, then he or she shall be released without loss of pay or benefits.
- 1.9 **Filing of Materials** – All records related to a grievance shall be filed separately from the personnel files of the participant.
- 1.10 **Grievance Withdrawn** – A grievance may be withdrawn at any level without establishing precedent.

## **PART VI EFFECT OF AGREEMENT**

- 1.1 **Complete Understanding** – The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties.

The terms and conditions contained herein may be modified only through the written mutual consent of the parties.

- 1.2 Savings Clause** – Should any article, section or clause of this Agreement be declared illegal by a Court of competent jurisdiction, then said article, section or clause shall be deleted here from, but the remaining articles, sections and clauses shall remain in full force and effect.
- 1.3 Term of Agreement** – The agreement shall be effective July 1, 2013 and shall continue in effect until June 30, 2017.
- 1.4 No-Strike Provision** – During the term of this Agreement, no teacher or employee, nor the Association, nor any person acting on behalf of the Association shall ever or at any time engage in, authorize, or instigate any strike, slow down, or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District.

In the event that any teacher or employee engages in any unlawful strike, then said teacher or employee shall be subject to discipline as determined appropriate by the Board.

- 1.5 Management Rights** – It is expressly understood and agreed that all functions, rights, powers or authority of the Administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.
- 1.6 Implementation of Agreement** – The Administration and the Association may meet when deemed necessary for the purpose of discussing the implementation of this Agreement and problems which arise with respect thereto.



**Salary Schedules: (Pages that Follow)**

- Additional Teaching or Curriculum, Additional Stipends, and Teacher Overload Provision
- Teacher Salary Schedule shall be labeled as Salary Schedule A
- Co-Curricular Salary Schedule shall be labeled as Salary Schedule B
- Educational Support Personnel Salary Schedule shall be labeled as Salary Schedule C

**Additional Teaching or Curriculum:**

Detention Supervision: High School and Middle School	\$19	per hour
Guidance Counselor, Librarian & District Psychologist:	\$29	per hour
Summer School Instruction, Curriculum Development, & Internal Substitution	\$25	per hour

Additional assignments not related to curriculum development will be paid at a rate determined by the Administration.

All additional work must be authorized by the Building Principal, Assistant Superintendent, or Superintendent.

**Additional Stipends: Per Event**

The stipend for Scorekeeper, Timekeeper, Ticket Taker, Crowd Control/Chaperone shall be:

Session-2 Game Minimum:	\$32
Session-Single Game:	\$15

The stipend for Track Assistant shall be:

Dual Meet:	\$18
Triangular or larger:	\$29

The stipend for Scorekeeper, Timekeeper, Ticket Taker, Crowd Control/Chaperone for football games shall be:

2 game min:	\$37
Single game:	\$19

The stipend for Fan Bus Chaperone shall be:

under 20 miles:	\$12
20-30 miles:	\$18
excess of 30 miles:	\$29

The stipend for the Driver of Minibus or Van for a sponsored Schedule B co-curricular participatory event shall be:

20-30 miles:	\$15
excess of 30 miles:	\$20

\* Workers for scorekeeper, timekeeper, ticket taker, crowd control/chaperone and other additional stipend duties may be filled with volunteers without pay.

**Teaching Overload Provision:**

The teaching overload will be in a 45-50 minute teaching period at all grade levels. A teacher overload is at the option of the teacher. The teacher will be allowed to teach only one yearlong overload class. The overload class would ordinarily be during the teacher's planning period but could be before or after school.

The reimbursement for teaching an extra 45-50 minute daily class will be ten percent (10%) of the teacher's salary per the salary agreement negotiated between the Association and the Board of Education or \$3770.00 whichever is greater. This yearly amount will be prorated for a half-year or nine-week class.

	Teacher Schedule A									
	2013 2014	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	CAS DB MS MS+32
Off Schedule Bonus	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
20						66370	68381	70392	72403	74414
19						64751	66713	68675	70637	72599
18						63172	65086	67000	68914	70828
17						61631	63498	65366	67233	69101
16				58306		60128	61950	63771	65593	67415
15				56884		58661	60439	62216	63994	65771
14			53762	55496		57230	58964	60699	62433	64167
13		50757	52451	54143		55834	57526	59218	60910	62602
12	47869	49519	51171	52822		54473	56123	57774	59424	61075
11	46701	48312	49923	51534		53144	54754	56365	57975	59585
10	45562	47133	48706	50277		51848	53419	54990	56561	58132
9	44451	45984	47518	49050		50583	52116	53649	55181	56714
8	43367	44862	46359	47854		49349	50845	52340	53836	55331
7	42309	43768	45228	46687		48146	49605	51064	52523	53981
6	41277	42700	44125	45548		46972	48395	49818	51241	52665
5	40270	41659	43049	44437		45826	47214	48603	49992	51380
4	39288	40643	41999	43353		44708	46063	47418	48772	50127
3	38330	39652	40974	42296		43618	44939	46261	47583	48904
2	37395	38685	39975	41264		42554	43843	45133	46422	47712
1	36483	37741	39000	40258		41516	42774	44032	45290	46548

**All teachers above the top paying step in a column will receive 1% in addition to the previous year's salary. No teacher will be paid less than his/her 2012-2013 salary.**

	2014	Teacher Schedule A							CAS	
	2015	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	DB MS MS+32
Off Schedule Bonus	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
20						66370	68381	70392	72403	74414
19						64751	66713	68675	70637	72599
18						63172	65086	67000	68914	70828
17						61631	63498	65366	67233	69101
16				58306	60128	61950	63771	65593	67415	
15				56884	58661	60439	62216	63994	65771	
14			53762	55496	57230	58964	60699	62433	64167	
13		50757	52451	54143	55834	57526	59218	60910	62602	
12	47869	49519	51171	52822	54473	56123	57774	59424	61075	
11	46701	48312	49923	51534	53144	54754	56365	57975	59585	
10	45562	47133	48706	50277	51848	53419	54990	56561	58132	
9	44451	45984	47518	49050	50583	52116	53649	55181	56714	
8	43367	44862	46359	47854	49349	50845	52340	53836	55331	
7	42309	43768	45228	46687	48146	49605	51064	52523	53981	
6	41277	42700	44125	45548	46972	48395	49818	51241	52665	
5	40270	41659	43049	44437	45826	47214	48603	49992	51380	
4	39288	40643	41999	43353	44708	46063	47418	48772	50127	
3	38330	39652	40974	42296	43618	44939	46261	47583	48904	
2	37395	38685	39975	41264	42554	43843	45133	46422	47712	
1	36483	37741	39000	40258	41516	42774	44032	45290	46548	

**This schedule represents a 2.5% increase (by STEP)**

**All teachers above the top paying step in a column will receive 1% in addition to the previous year's salary**

**No teacher will be paid less than his/her 2013-2014 salary.**

	2015	Teacher Schedule A							CAS	
	2016	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	DB MS MS+32
Off Schedule Bonus	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
21						67697	69748	71800	73851	75902
20						66046	68047	70048	72050	74051
19						64435	66387	68340	70292	72245
18						62863	64768	66673	68578	70483
17				59472		61330	63188	65047	66905	68764
16				58021		59834	61647	63460	65273	67087
15			54837	56606		58375	60144	61913	63681	65450
14		51773	53500	55225		56951	58677	60403	62128	63854
13	48826	50510	52195	53878		55562	57246	58929	60613	62297
12	47635	49278	50922	52564		54207	55849	57492	59135	60777
11	46474	48076	49680	51282		52885	54487	56090	57692	59295
10	45340	46903	48468	50031		51595	53158	54722	56285	57849
9	44234	45759	47286	48811		50336	51862	53387	54912	56438
8	43155	44643	46133	47621		49109	50597	52085	53573	55061
7	42103	43554	45007	46459		47911	49363	50815	52266	53718
6	41076	42492	43910	45326		46742	48159	49575	50992	52408
5	40074	41456	42839	44221		45602	46984	48366	49748	51130
4	39097	40445	41794	43142		44490	45838	47186	48534	49883
3	38143	39458	40775	42090		43405	44720	46035	47351	48666
2	37213	38496	39780	41063		42346	43629	44913	46196	47479
1	36305	37557	38810	40062		41313	42565	43817	45069	46321

**This schedule represents a 2% increase (by Step)**

**All teachers above the top paying step in a column will receive 1% in addition to the previous year's salary**

**No teacher will be paid less than his/her 2014-2015 salary.**

	2016	Teacher Schedule A							CAS	
	2017	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	DB MS MS+32
Off Schedule Bonus	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
22						68035	70097	72158	74219	76283
21						66376	68387	70398	72409	74422
20						64757	66719	68681	70643	72607
19						63178	65092	67006	68920	70836
18				59769		61637	63504	65372	67239	69108
17				58311		60133	61955	63777	65599	67423
16			55112	56889		58667	60444	62222	63999	65778
15		52032	53767	55502		57236	58970	60704	62438	64174
14	49071	50763	52456	54148		55840	57532	59224	60915	62609
13	47874	49525	51177	52827		54478	56128	57779	59430	61082
12	46706	48317	49928	51539		53149	54759	56370	57980	59592
11	45567	47138	48711	50282		51853	53424	54995	56566	58138
10	44456	45989	47523	49055		50588	52121	53654	55186	56720
9	43372	44867	46363	47859		49354	50850	52345	53840	55337
8	42314	43773	45233	46692		48150	49609	51068	52527	53987
7	41282	42705	44129	45553		46976	48399	49823	51246	52670
6	40275	41663	43053	44442		45830	47219	48608	49996	51386
5	39293	40647	42003	43358		44712	46067	47422	48777	50132
4	38334	39656	40979	42300		43622	44944	46265	47587	48910
3	37399	38689	39979	41269		42558	43847	45137	46426	47717
2	36487	37745	39004	40262		41520	42778	44036	45294	46553
1	35597	36824	38053	39280		40507	41735	42962	44189	45418

**This schedule represents a .5% increase (by Step)**

**All teachers above the top paying step in a column will receive 1% in addition to the previous year's salary**

**No teacher will be paid less than his/her 2015-2016 salary.**

**CO-CURRICULAR SALARY SCHEDULE B**

**GRADUATING STIPENDS**

- A HS HEAD: Band, Baseball, Basketball, Football, Soccer, Softball, Speech, Track, Volleyball, Wrestling; Assistant Athletic Director
- B HS HEAD: Golf  
ASSISTANT: Band, Baseball, Basketball, Football, Softball, Speech, Track, Volleyball, Wrestling, Soccer
- C MS HEAD: Band, Baseball, Basketball, Football, Softball, Track, Volleyball, Wrestling
- D HS Cheerleading (Basketball), Chorus, Musical, Play, Yearbook, Asst. Golf  
MS ASST: Band, Baseball, Basketball, Softball, Track, Volleyball, Wrestling
- E HS HEAD: Cheerleading (Football), Color Guard, Math, Scholastic Bowl  
MS Cheerleading, Chorus, Yearbook, Elementary Band
- F HS Student Council  
ASSISTANT: Cheerleading, Math, Scholastic Bowl  
MS Play, Scholastic Bowl, Color Guard
- G HS National Honor Society  
MS Head Math, Student Council  
EL Intramural Coordinator
- H MS Honor Society

**Reed-Custer Experience --->**

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11	1%***
A	3,824	4,015	4,206	4,398	4,588	4,779	4,970	5,162	5,353	5,736	5,927	
B	2,973	3,123	3,271	3,420	3,568	3,718	3,866	4,015	4,163	4,461	4,610	
C	2,761	2,900	3,038	3,175	3,314	3,452	3,590	3,728	3,866	4,142	4,280	
D	1,912	2,008	2,103	2,199	2,294	2,390	2,486	2,581	2,677	2,867	2,963	
E	1,275	1,338	1,402	1,466	1,529	1,593	1,656	1,721	1,785	1,912	1,976	
F	1,063	1,115	1,169	1,221	1,275	1,328	1,381	1,434	1,487	1,593	1,646	
G	849	892	934	977	1,020	1,063	1,105	1,147	1,190	1,275	1,317	
H	637	670	701	733	765	797	828	861	892	955	988	

## **NON-GRADUATING STIPENDS**

- I      HS (\$1,063) 11<sup>th</sup> Grade Sponsor  
      MS (\$1,063) 8<sup>th</sup> Grade Sponsor
  
- J      HS (\$850)    12<sup>th</sup> Grade Sponsor, Asst. Drama
  
- K      HS (\$765)    9<sup>th</sup> & 10<sup>th</sup> Grade Class Sponsors  
      MS (\$765)    Literary, Newspaper, Spelling,  
      EL (\$765)    Literary, Yearbook, Read-A-Thon
  
- L      HS/MS (\$637)    Board Sanctioned Clubs

\*In placing a current assistant coach on the salary schedule, half the years as assistant coach count toward placing the coach on the salary schedule as a head coach.

Stipends may be split at the discretion of the superintendent.



**Food  
Service**

	<b>Current</b>	<b>13/14</b>	<b>14/15</b>	<b>15/16</b>	<b>16/17</b>
1	\$12.83	\$12.82	\$12.82	\$12.81	\$12.81
2	\$13.21	\$13.09	\$13.08	\$13.08	\$13.07
3	\$13.48	\$13.47	\$13.35	\$13.34	\$13.34
4	\$13.62	\$13.75	\$13.74	\$13.62	\$13.61
5	\$13.70	\$13.89	\$14.02	\$14.02	\$13.89
6	\$13.82	\$13.97	\$14.17	\$14.31	\$14.30
7	\$14.08	\$14.10	\$14.25	\$14.45	\$14.59
8	\$14.16	\$14.36	\$14.38	\$14.54	\$14.74
9	\$14.35	\$14.44	\$14.65	\$14.67	\$14.83
10		\$14.64	\$14.73	\$14.94	\$14.96

Any employee beyond year 10 will receive a 1% increase over the prior year's hourly rate.

**Assistant  
Grounds  
Custodians  
Secretaries**

	<b>Current</b>	<b>13/14</b>	<b>14/15</b>	<b>15/16</b>	<b>16/17</b>
1	\$15.10	\$15.09	\$15.09	\$15.08	\$15.08
2	\$15.55	\$15.40	\$15.40	\$15.39	\$15.38
3	\$15.86	\$15.86	\$15.71	\$15.70	\$15.70
4	\$16.07	\$16.18	\$16.18	\$16.02	\$16.02
5	\$16.34	\$16.39	\$16.50	\$16.50	\$16.34
6	\$16.49	\$16.67	\$16.72	\$16.83	\$16.83
7	\$16.69	\$16.82	\$17.00	\$17.05	\$17.17
8	\$16.88	\$17.02	\$17.16	\$17.34	\$17.39
9	\$17.08	\$17.22	\$17.36	\$17.50	\$17.69
10	\$17.42	\$17.42	\$17.56	\$17.71	\$17.85

Any employee beyond year 10 will receive a 1% increase over the prior year's hourly rate.

**Grounds-  
Lead  
Man**

				Head Mechanic	Asst. Mechanic
		<b>Step</b>			
1	42,304	1	51,967	\$38,975	
2	43,167	2	53,027	\$39,770	
3	44,048	3	54,109	\$40,582	
4	44,947	4	55,214	\$41,410	
5	45,864	5	56,340	\$42,255	
6	46,800	6	57,490	\$43,118	
7	47,755	7	58,664	\$43,998	
8	48,730	8	59,861	\$44,896	
9	49,724	9	61,082	\$45,812	
10	50,739	10	62,329	\$46,747	
Beyond Year 10	1% Bonus of Previous Year's Salary	Beyond Year 10	1% Bonus of  Previous Year's Salary		

*The assistant mechanic will be paid at 75% of  
the values in this table*

**Teacher  
Aides**

Contract Year	<b>Daily Rate</b>
13-14	\$126.00
14-15	\$130.00
15-16	\$132.60
16-17	\$135.25

## Bus Drivers Pay Schedule C

Hires Pre 7/1/09

\$22.24/hour

Hires Post 7/1/09

\$15.30/hour

Longevity Stipend: Any driver who was on the 25+ step from 2012-2013 will retain the \$5,000 stipend

0 to 2 years	\$500/Year
3 to 4 years	\$750/Year
5 to 9 years	\$1,000/Year
10 to 14 years	\$2,000/Year
15 to 19 years	\$3,000/Year
20+ years	\$4,000/Year

No driver will be paid less than \$50/day if assigned to a normal daily route on a continual basis (not substituting).

### Extra Runs and Substitute Drivers

All Drivers that drive any run other than a routine assigned route will be paid at the Extra Run rate of \$13.65/hour. Any driver (regular or sub) that substitutes for another driver will be paid at the same rate. Extra run and substitute drivers are expected to do pre and post trip inspections as part of their job at no extra pay just like a regular driver.

### Bus Driving Training

The parties acknowledges that the best way to train new candidates for driving a bus within the Reed-Custer School District No. 255-U is to utilize good, experienced drivers as mentors that are employed by the District. There are significant advantages of using District drivers as mentors as they have the necessary experience and knowledge of District's policies and procedures, as well as the technical skills and safety knowledge of bus driving for schools. To that end, the parties agree to the following training stipends that will be paid to a mentor driver that shall be selected by the administration, for providing these training and mentoring responsibilities:

#### Training Stipends

New Candidate Stipend	\$250 (without CDL no previous experience inc. air brake)
Experienced Candidate Stipend	\$125 (with CDL and driving experience and needing air brake endorsement only)
Annual Mentoring Stipend	\$50 (if assigned by District re: practices and procedures)

The above stipends will be paid to the mentor driver after the candidate driver takes his or her test (regardless of whether the candidate driver passes or fails the test): provided that the mentor has completed the agreed upon curriculum and check-list for the candidate driver that shall be established by the administration to ensure consistency in training and orientation to District procedures.

**Bus Driver Scheduler**

The parties agree to that an annual stipend position shall be established for the scheduling of bus drivers and arranging of bus driver substitutes. The parties also agree that an annual stipend position shall be established for an experienced bus driver to track mileage records for the purpose of completing state mandated transportation claims. To that end, the parties agree to the following stipends that will be paid to the drivers, who shall be selected by the District, to complete these responsibilities:

**Scheduler Stipend** \$4,000 annually Plus Access to Reed-Custer Heath Insurance as set forth in Part III, Article I, Section 1.8 of the RCEA Agreement; provided that the driver maintains a minimum route time of at least 20 hours/week, rather than 30 hours/week, as required by the Collective Bargaining Agreement.

**Record Keeping Stipend** \$2,000 annually

This Agreement is signed this \_\_\_\_\_

BOARD OF EDUCATION OF REED-CUSTER  
COMMUNITY UNIT SCHOOL DISTRICT NO. 255U  
WILL COUNTY, ILLINOIS

By \_\_\_\_\_  
BOE President

Attest \_\_\_\_\_  
BOE Secretary

REED-CUSTER EDUCATION ASSOCIATION-  
ILLINOIS EDUCATION ASSOCIATION-  
NATIONAL EDUCATION ASSOCIATION

By \_\_\_\_\_  
RCEA President

Attest \_\_\_\_\_  
RCEA Secretary

## MEMORANDUM OF UNDERSTANDING

Between the Board of Education and Reed-Custer Education Association, it is understood the items contained in the Memorandum of Understanding are not subject to grievance.

### A. Plan Time

The Board will make every effort to preserve plan time as it is currently in practice.

### B. Four Day Work Week

Recognizing that the Board of Education agreed to a four-day work week during June and July each year for educational support personnel, the following agreement is made relative to sick leave and vacation. For the days during which the staff works four ten-hour days, sick leave and vacation may be used in two-hour increments as opposed to the four hour increments provided for during the school year. This applies only to the four-day work week that begins on the first Monday of June and terminates on the last Friday in July.

### C. Reed-Custer Middle School Team Leaders (Tendons)

The following agreement is made relative to the payment of Reed-Custer Middle School Team Leaders (Tendons). A \$250 quarterly stipend will be paid to the Team Leader (Tendon) for the following teams: Encore, 6<sup>th</sup> Grade, 7<sup>th</sup> Grade, and 8th Grade. It is understood that this stipend is for meetings that occur outside of the normal contracted work day. The rate is specifically set based upon 10 (1 hour) meetings per quarter at a rate of \$25 per hour.

### D. ACA Grandfathered Plan Document

Reed-Custer CUSD 255 and our insurance broker, Corporate Benefit Consultants believes this self-funded health plan is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your health plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the plan administrator.

This Memorandum of Understanding is signed this \_\_\_\_\_

BOARD OF EDUCATION OF REED-CUSTER  
COMMUNITY UNIT SCHOOL DISTRICT NO. 255U  
WILL COUNTY, ILLINOIS

By \_\_\_\_\_  
BOE President

Attest \_\_\_\_\_  
BOE Secretary

REED-CUSTER EDUCATION ASSOCIATION-  
ILLINOIS EDUCATION ASSOCIATION-  
NATIONAL EDUCATION ASSOCIATION

By \_\_\_\_\_  
RCEA President

Attest \_\_\_\_\_  
RCEA Secretary