

AGREEMENT

between

**THE BOARD OF EDUCATION OF
R.O.W.V.A. COMMUNITY UNIT
SCHOOL DISTRICT NO. 208**

and the

**R.O.W.V.A. EDUCATION
ASSOCIATION**

2021-2024

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ARTICLE I

RECOGNITION

- A. **Recognition.** The Board of Education of District No. 208, Knox County, Illinois, hereby recognizes the R.O.W.V.A. Education Association, affiliated with IEA-NEA, hereinafter the "Association", as the sole and exclusive bargaining representative for all District No. 208 teachers on the teachers' salary schedule, both full- and part-time, except substitutes, aides, short-term teachers (teachers employed for less than ninety (90) work days during a school year and who have no written assurance of reemployment by the District for the same service for a subsequent school year), the Superintendent, Assistant Superintendent, Business Manager, Principals, administrative agents as defined by the Illinois Educational Labor Relations Act. The term "teacher" when used hereinafter shall refer to all teachers represented by the Association in the bargaining unit defined above. The term "Employer" when used hereinafter in the Agreement shall refer to the Board of Education or its administrative agents.
- B. **Individual Contracts.** No agreement, understanding, consideration, or interpretation which alters, varies, or modifies any of the terms or conditions contained herein shall be made with any teacher or group of teachers by the Employer and the Association. The Employer agrees not to negotiate with or recognize any teacher individually, or any teachers' organization other than the REA, affiliated with IEA-NEA, for the duration of this Agreement. Any individual contracts given teachers shall not conflict with any express provisions of this Agreement.
- C. **Binding Obligation.** The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE II

ASSOCIATION RIGHTS

- A. **Placement on Board Agenda.** Upon receipt of a written request from the Association president requesting the consideration of a matter before the Board, the Employer shall place the matter on the agenda of the next regularly scheduled meeting as the first item under new business, unless the Employer or its designee notifies the Association president in writing of its reasons for denying the request.
- B. **Board Meeting Notice.** The president of the Association, or the president's designee, shall be sent written notice of all regular and special meetings of the Board together with a copy of the agenda at the same time Board members are sent their copies.

C. **Board Minutes.** One (1) copy of all Board meeting minutes shall be mailed to or placed in the mail box of the president of the Association within three (3) days after formal adoption by the Board.

D. **Access to Information.** The Employer agrees to make available to the Association president one (1) copy of all available public information, as expressly requested in writing by the Association president, provided the Association shall bear costs permitted by statute which may be incurred in connection with such request.

E. **New Teacher Information.** The names and addresses, if available, of newly-hired teachers shall be provided the Association president at the beginning of each school year.

F. **Association Leave.** The Association may send representatives to local, state, or national conferences, or for other business so designated by the Association not to exceed an aggregate total of four (4) days per school year. No more than two (2) persons may be on such leave at any one time. Said representatives shall be excused without loss of salary or other benefits, provided the Association submits written notice to the Superintendent three (3) days in advance and the Association reimburses the District for the cost of any substitute teachers if such substitutes must be employed. These association leave days will not be designated as professional leave days or personal business leave days.

G. **Joint Committee.** The Association and the Employer agree to meet two (2) times each semester for the purpose of discussing and recommending proposals with respect to District calendar, and curriculum. Either the Association or the Employer may request up to two (2) additional meetings each semester if necessary. These meetings shall be scheduled at mutually agreeable times with reasonable written notice given by the Superintendent. Said notice shall state the item or items to be discussed at such meetings. The Association shall designate Three (3) representatives to participate in these meetings. Three (3) representatives from the administration and the Board shall also be named to participate in these meetings. It is understood that the workings of the Joint Committee are not subject to the grievance or arbitration procedures of Article IX of this Agreement.

H. **Use of Facilities and Equipment.** The Association shall not be denied the following:

1. The use of available school facilities for meetings of the R.O.W.V.A. Education Association pursuant to twenty-four (24) hours advance notice to the building principal.

2. The use of teacher mailboxes, inter-school mail and a bulletin board in the teachers' lounge of each school building for the purpose of internal communications, provided all such publications shall be identified as Association materials and initialed by the authorizing official of the Association.

3. The use of school typewriters and duplicating machines, provided that by such use the Association agrees to reimburse the Employer for any damage which arises therefrom and to pay for all consumable materials utilized in connection therewith, and provided further that such use shall be contingent upon the absence of any need to use such equipment for any aspect of the school program.

4. The rights granted to the Association in this provision shall not be granted or extended to any competing teacher organization during such time as the Association is the certified bargaining representative of such teachers.

I. **Association Business.** Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property in a room mutually agreed upon by the principal and representative, provided such business shall not occur during student contact time or during any other times scheduled for professional meetings, conferences and activities. If the principal is not present, the Association representative shall have the right to meet with teachers in accordance with the restrictions of this provision.

J. **Dues Deduction.** The Employer shall deduct from each teacher's pay the dues of the Association and of its affiliated organizations, provided that the teacher has previously executed an authorization for such deductions, beginning with the second paycheck of the new school year and ending by June 30th of each school year; and provided that such deductions shall not vary in amount from paycheck to paycheck except for the first two (2) deductions during any school year. This authorization shall remain in effect according to its terms. Such authorization shall be deemed to be automatically revoked upon termination of employment or upon thirty (30) calendar days prior written notice from the teacher. All dues authorizations shall be effective no later than thirty (30) calendar days following receipt by the Employer. All dues deducted by the Employer shall be remitted to the Association no later than thirty (30) calendar days after such deductions are made.

ARTICLE III

TEACHER WORKING CONDITIONS

A. **School Calendar.** The school calendar shall consist of 185 days of which 180 will be student attendance, including up to four (4) institute days. The remaining five (5) days will be used as emergency days as determined by the employer. Any unused emergency days shall not become work days for the teachers. Summer school is not considered part of the regular school year.

B. **Workday.** The regular workday for all teachers shall not exceed seven (7) hours and thirty (30) minutes, including the teachers' duty-free lunch. Teachers shall report fifteen (15)

minutes prior to the beginning of the pupil day and remain fifteen (15) minutes after the pupil day. On days immediately preceding school holidays and vacation periods, teachers shall be permitted to leave ten (10) minutes after the students are dismissed. No teacher shall leave the building during the workday except for his/her lunch period, or with the prior approval of the principal.

Nothing in this provision removes the obligations of teachers to attend scheduled faculty meetings as announced three (3) weeks in advance, other scheduled meetings, special education staffings, and to supervise buses immediately prior to and immediately following the work day as defined in this Article.

C. **Lunch Period.** All teachers shall be entitled to a duty-free, uninterrupted lunch period as required in Section 24-9 of The School Code.

D. **Use of Facilities.** Teachers shall be permitted to use school facilities during non-school hours for job-related purposes

E. **Elementary Preparation Time.** Absent emergency circumstances, each elementary teacher shall be provided preparation time during such times that said teacher's students are being instructed by the music, LMC, or physical education teacher.

F. **Junior and Senior High School Eight Block Schedule Preparation Time.** The Association and Employer agree to the following terms and conditions with regards to the "Eight Block Schedule".

1. The eight block schedule shall consist of two (2) groups each consisting of four (4) instructional periods and taught on alternating days ("A" and "B" days) throughout the school year. From the four (4) daily instructional periods, the Employer shall provide Junior and Senior High teachers with at least one (1) duty-free period each day for preparation. Junior and Senior high teachers who do not receive a daily preparation period shall be compensated at the rate of one-sixth (1/6th) of the teacher's per diem salary for each preparation period not received.

2. In the event the Employer determines that an overload situation exists, no teacher shall be required to accept an overload assignment. Overloads shall be compensated at the rate of one-sixth.

3. Part-time teachers shall be paid at their proper lanes and steps pro-rata based upon the fraction of a full-time load being taught, e.g., one (1) instructional period taught by a part-time teacher would be compensated at one-sixth of the full-time salary, etc. Notwithstanding the preceding subsections, a part-time teacher may be employed to teach either (a) four (4) instructional periods without a preparation period on the "A" day provided no instructional periods are taught on the "B" day or (b) four (4) instructional periods on the "B" day without a preparation period on the "A" day. If a part-time teacher is employed for five (5)

instructional periods for at least one quarter, he/she shall receive one (1) preparation period on the day when three (3) instructional periods are taught.

G. **Departmental Budgets.** Departmental budgets shall be established and distributed to teachers on the first day of the school calendar year. Teachers shall be granted the liberty to turn in requisitions no later than the last day of school, unless approved by the Superintendent or his/her designee as needed for their classroom supplies and materials.

ARTICLE IV

TEACHING ASSIGNMENT AND VACANCIES

A. **Assignments.** Teachers shall not be assigned outside the scope of their teaching certificates, except to the extent permitted by law or State Board of Education rule or regulation.

B. **Notice of Assignments.** All teachers shall be given notice of their building assignments, class, and/or subject assignments, and room assignments by July 1 prior to each school year. In the event the teacher's assignment is changed thereafter, the teacher shall be given notice of such change within a reasonable period of time.

C. **Vacancy Definitions.** A teaching vacancy occurs whenever a current or newly-created position within the bargaining unit exists and is not filled from present staff. A promotional position is defined as any administrative/supervisory position outside the bargaining unit or any extended work year position.

D. **Vacancy Notice.** The Superintendent or designee shall post notice of any teaching vacancy or promotional position in the teachers' lounge in each building. No vacancy shall be permanently filled prior to three (3) working days from the date of the posted notice.

E. **Summer Vacancy Notice.** In the event a vacancy occurs during the summer recess, the Superintendent shall send notice of such vacancy to each teacher who has so requested in writing. Such notice shall be sent to that teacher's last known address on file at the District Business Office.

F. **Involuntary Transfer.** An involuntary transfer occurs when there is relocation of teachers due to pupil distribution, instruction requirements, or for other reasons. This does not apply to extra-curricular assignments.

Involuntary transfers that result in relocating a teacher to another building or in reassigning a teacher that effects a change in his/her immediate supervision may be made as necessary. Further, any teacher affected by an involuntary transfer shall be notified immediately and shall

be released by the Employer from his/her contract if he/she so requests, if a suitable replacement can be found.

G. **Extra Duty Assignments.** Any teacher involuntarily assigned an extra duty shall be immediately released from such assignment if a suitable replacement, as determined by the Board, can be secured. Any teacher who has held an extra-duty assignment for at least (1) school year shall have the right to resign from the assignment at the end of the assignment season, provided a suitable replacement, as determined by the Board, can be secured.

ARTICLE V

EVALUATION AND DISCIPLINE

A. **Evaluators.** Any teacher whose classroom assignments occur in two (2) or more buildings shall be assigned an administrator who shall be primarily responsible for routine evaluations. This provision shall not be construed to prohibit any evaluations by any other person deemed qualified by the Board or the Superintendent.

B. **Notice.** Formal evaluation observations shall not be conducted without notice to the teacher.

C. **Informal Observations.** Any informal observations for purposes of evaluation shall be in writing with a copy to be provided to the teacher. If observed performance or conduct is deemed unsatisfactory, such observations shall be discussed with the teacher.

D. **Probationary Teacher Evaluations.** A probationary teacher shall be evaluated at least two (2) times during each probationary year, with at least one (1) evaluation occurring each semester. There shall also be at least twenty-five (25) days between the evaluations, unless otherwise requested by the teacher.

E. **Tenured Teacher Evaluations.** A tenured teacher shall be evaluated at least one (1) time every two (2) years.

F. **Procedures.** Each teacher evaluation shall be in writing.

1. Each formal written evaluation shall be preceded by at least one (1) classroom observation of at least thirty (30) consecutive minutes of a class period.

2. A copy of the teacher's written evaluation shall be given such teacher and a conference shall be held between the teacher and the evaluator within ten (10) school days following such evaluation.

3. The teacher may submit a written response which shall be attached to the evaluation and placed in his/her personnel file.

G. **Assistance.** The immediate supervisor shall provide the teacher with assistance to improve any noted deficiencies.

H. **Privacy Rights.** Any matter related to a teacher's or administrator's performance or conduct shall be dealt with by the other party in private, unless the concern is of such a nature that it requires immediate attention.

I. **Association Representation.** At any meeting in which the purpose is to discuss or issue a reprimand, a teacher shall have the right to have a building Association Representative present. A teacher shall notify the appropriate administrator in advance if a representative is to be present.

J. **Intercom.** Intercoms shall not be used in the performance of teacher evaluations.

K. **Recordings.** The use of any recording device used for the purpose of teacher evaluation would require a written consent form provided by the district and signed by the teacher prior to the evaluation.

ARTICLE VI

REDUCTION IN FORCE

A. **Notice to Association.** When, in its sole discretion, the Board deems it necessary to decrease the number of tenured teachers employed in the District or to discontinue a particular type of teaching service, the Association shall be notified on such reductions in staff in advance of any final determinations. The Association shall be given an opportunity to discuss the proposed reductions and to present the views of the Association, but shall have no other rights with respect to the Board's final decision on staff reduction.

B. **RIF Procedures.** The Board shall honorably dismiss tenured teachers affected by reduction in force according with Senate Bill 7 guidelines. Seniority shall be defined as the number of consecutive years of continuous service to the District. The following criteria shall be used in determining District seniority.

1. The teacher shall begin accumulating District seniority upon the first day of employment in the District.

2. Continuous service shall begin from the first day of duties in the District.

3. Less than full-time consecutive years of employment shall be counted as continuous service on a pro-rata basis.
4. Approved leaves of absence (paid or unpaid) shall not interrupt the consecutive years of continuous service in the District. However, approved unpaid leaves of absence of ninety (90) consecutive school days or more shall not be counted in determining District seniority.
5. If the teacher resigns and is subsequently reemployed in the District, consecutive years of continuous service shall accrue upon his/her first day of reemployment in the District.

If the District seniority is equal between two (2) or more teachers as determined above, the following criteria shall be used in determining which teacher(s) shall be honorably dismissed by the Board:

1. Seniority shall be determined by the total number of years of teaching service to the District regardless of whether or not the service is continuous. In determining total years of service to the District, factors concerning leaves of absence, less than full-time employment and resignation shall be determined as set forth above.
 2. If the total years of service to the District as determined above is equal, then RIF decisions, will be based upon the last three evaluations in accordance with Senate Bill 7.
- C. **Recall Rights.** Any teacher who has been honorably dismissed shall have recall rights for one (1) calendar year from the beginning of the school term following the reduction in force. Any recalled tenured teacher shall retain the seniority level previously held.

ARTICLE VII

LEAVES

A. **Sick Leave.** Each nine month teacher shall be entitled to thirteen (13) sick leave days per school term; each ten (10) month teacher shall be entitled to fourteen (14) sick leave days per school term; each eleven (11) month teacher shall be entitled to fifteen (15) sick leave days per school term; each twelve (12) month teacher shall be entitled to sixteen (16) sick leave days per school term; without loss of pay. Sick leave shall continue to accumulate without any maximum. Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family or household. The immediate family for purposes of this Article shall include all persons designated as such by The School Code. A teacher may also utilize his/her rights under the Federal Family and Medical Leave Act of 1993 for sickness.

The Board may require a teacher who is absent for three (3) consecutive days, or as otherwise necessary, to provide a physician's certificate substantiating the illness, and, further, may direct a teacher, at Board expense, to undergo a physical examination by a physician licensed to practice medicine in all of its branches.

B. **Sick Leave Statement.** The Employer shall furnish each teacher with a written statement monthly setting forth the total sick leave credit.

C. **Sick Leave Bank.** Each teacher may voluntarily contribute to a sick bank as defined in Appendix C of this Agreement. The employer shall furnish the ROWVA Education Association President with a written statement, at the beginning of the school year, setting forth the total sick leave bank membership.

D. **Personal Business Leave.** Each teacher shall be entitled to three (3) personal business leave days per school year, which may accumulate to three (3) days. Teachers may request these days in half (1/2) or full day units. Teachers shall give three (3) days advance notice prior to using such leave. Personal leave may not be used on the day immediately preceding or following a school holiday or vacation or during the first or last five (5) teacher employment days, except with the approval of the Superintendent or designee. Unused personal business leave days accumulated past three (3) will automatically transfer to sick leave days.

E. **Court Leave.** Any teacher called for jury duty or subpoenaed to testify in a child abuse proceeding shall lose no pay or benefits for such time. Daily rates received for such duties shall be reimbursed to the District for those working days when the teacher is absent.

F. **Professional Leave.** Teachers are encouraged to attend workshops and meetings pertaining to their teaching areas. Application for approval shall be made to the Superintendent or designee reasonably in advance. Teachers shall be reimbursed for approved attendance within budgetary constraints with a maximum of one hundred fifty dollars (\$150.00) per meeting.

G. **Unpaid Leaves.** The Employer may grant any tenured teacher an unpaid leave of absence for child-care, advanced study, or such other purposes and upon such terms and conditions as may be determined by the Employer. The Employer shall grant an unpaid child-rearing leave of absence upon the birth of a child to any tenured teacher who requests such leave in accordance with the general terms and conditions set forth below. Such child-rearing leave shall only be afforded in increments of a semester or a school year and is subject to the District's ability to employ a qualified substitute acceptable to the Employer to replace the teacher requesting the child-rearing leave. Nothing in this provision requires any teacher to request a leave of absence for child-rearing purposes, but, rather, pregnancy shall be treated like any other disability with respect to a teacher's use of sick leave or exercise of leave rights under the Federal Family and Medical Leave Act of 1993. A teacher who is off work for a

qualifying reason under the Family and Medical Leave Act (FMLA) is required to concurrently use any available sick leave as a basis for pay during the FMLA leave.”

Unless waived by the Employer, the following shall apply to all approved unpaid leaves:

1. Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature, anticipated extent, and duration of medical disability. A physical examination may be required of teachers returning from leaves for personal medical reasons. Any medical examination requiring a Board-designated physician shall be at the Employer's expense.
 2. As a condition of any unpaid leave, a teacher must notify the Superintendent or designee in writing of his/her intent to return at least sixty (60) days prior to the expiration of the leave or by March 1 if the leave extends to the end of the school year. If written notice as required herein has not been received by the Superintendent or designee, the failure to give notice shall be deemed a submission of resignation for employment.
 3. With the consent of the carrier, and after the expiration of any insurance benefits afforded under the Federal Family and Medical Leave Act of 1993, a teacher on leave may maintain insurance benefits by making timely payments of all premiums due to the Business Office or elsewhere pursuant to its direction.
 4. A teacher will not be given seniority credit or experience credit for step advancement during the time on leave. Any teacher who has been employed ninety (90) or more days of the school year, or the equivalent of one (1) semester prior to the commencement of a leave of absence shall be entitled to pro-rata seniority credit and such advancement on the salary schedule as the teacher would have had if the leave had not been granted. Teachers shall lose no accumulated benefits as a result of such leave.
 5. A teacher returning from an approved leave of absence shall be assigned to a position for which the teacher is legally qualified.
 6. All requests for leaves, excepting leaves under the Federal Family and Medical Leaves Act of 1993, shall be made in writing to the superintendent or designee at least sixty (60) calendar days prior to the beginning of such leave, or, if the leave is for the following school year, by March 1 of the preceding year. The application shall indicate the requested starting and ending dates of the leave, when possible, and the reasons for the request.
- H. **Bereavement Leave.** A teacher may take one (1) paid leave day annually for the purpose of a death in the non-immediate family (i.e., as defined in The School Code). Upon approval of the Superintendent, a teacher may be granted unpaid leave for bereavement purposes.

ARTICLE VIII

PROFESSIONAL COMPENSATION AND RELATED PROVISIONS

A. Compensation Schedule.

The REA and Board will establish initial base salary for newly certified staff members for the **2021-2024** school years. Base rate set at **\$40,000** and will increase each year over the life of the contract of the **New Hire Schedule (Appendix A)**. Salaries for all returning certified staff will increase by 3 percent over their prior year's salaries for each year of the three-year contract.

Only graduate-level college classes will be eligible for the earning of a stipend or salary increase.

Proposed New Hire Schedule:

1. BA +16= \$1500 salary addition
2. MA= \$2000 salary addition
3. MA + 16= \$1500 stipend
4. MA +32 = \$1500 stipend

Items 3, and 4 above reflect a one-time stipend paid and does not go into salary. This will also remove all other lanes in the contract (BA+8 & BA +24).

The Board will pay any teacher from the 2017-2018 school year who has a BA +6 to earn a \$800 salary increase if the movement past a BA +8 is completed in the 2018-2019 school year. If the movement is not completed in the 2018-2019 school year, then the BA +8 salary increase is null and void.

B. TRS and THIS Deductions. From the compensation schedule, the Employer shall deduct and remit for each employee the amount due on behalf of the employee on said schedule to the Illinois Teachers' Retirement System, to be applied for the retirement account of such employee, and the amount due on behalf of the employee to the Teachers' Health Insurance Security Fund to be applied for the retiree health insurance account of such employee. An employee shall have no right or claim to the funds so remitted except as permitted by law.

C. Extra-Duty Stipends. The base rate for the duration of the contract is **\$41,000** This is the start base for any new coaching position in the district. Any coach on the extra duty schedule beyond year 3 will receive a **2%** raise per year of the contract.

In the event that our district forms a new coop with another district for an extra-duty, that teacher shall be paid at the higher stipend, on the extra duty schedule of the schools that elect to coop. The Employer agrees to seek volunteers prior to assigning any extra-duty to a teacher.

D. **Life Insurance.** Each full-time employee and part-time employee serving fifty percent (50%) or more time shall be provided group term life insurance in the amount of \$60,000 for the duration of the contract. Participation in such group term life insurance shall be subject to reasonable enrollment and other requirements of the insurance carrier.

E. **Health Insurance.** Each full-time employee shall be offered the opportunity to participate in a group health insurance and major medical insurance policy provided by the Board of Education. Health insurance can be defined as medical, dental, life, and/or employee paid disability. The employer shall pay to the insurance carrier 95% of the cost of the monthly premiums for the individual employee. The employee shall pay to the insurance carrier 5% of the cost of the monthly premiums not to exceed \$300 annually. *Participation in such health and major medical insurance shall be subject to reasonable enrollment and other requirements of the insurance carrier. The employee shall pay the first \$500.00 of in-network deductible. The employer shall reimburse the certified employee the difference between the current individual deductible per calendar year (\$500.00) and the individual deductible per calendar year established in the district health plan. Payment will be provided by the employer upon proof of payment by the employee.*

The Federal Mandated Affordable Care Act will supersede the above paragraph.

Annually, an insurance committee shall review the District health insurance plan and comparable carrier plans. The Association shall designate three (3) representatives to participate in these meetings. Three (3) representatives from the administration and the Board shall also be named to participate in these meetings. Association representatives may survey teachers for input, and employer representatives may survey administrators and educational support personnel staff. A general informational meeting on any proposed new insurance plan shall be held for all employees of the District.

The Employer shall establish a benefit plan, as authorized and permitted by federal tax laws, which will allow teachers to pay for their health and life insurance, both single and dependent coverage, on a tax-free basis.

F. **Pay Dates.** Employees shall be paid on alternate Fridays. All payments will be disbursed through a direct deposit into the employees checking/savings account. If a pay date falls on a holiday or during a school vacation, then teachers shall receive their pay on the last work day prior to the commencement of such holiday or vacation. Internal substitute pay will be paid on alternate Fridays provided the pay vouchers are presented to the business office three (3) days prior to the respective pay dates.

In order to realign our schedule of biweekly payments so that the first check of a new contract year is not issued before the contract year begins, for the 2005-2006 contract year, there will be twenty-seven (27) biweekly installments beginning with the first check dated August 19, 2005, and ending August 18, 2006. In the 2006-2007 contract year, payments will again be made in 26 payments beginning with September 1, 2006. This system of correcting this problem shall be used when this situation will reoccur in the future, approximately every six or seven years.

G. **Internal Substitution Pay.** Any teacher required to substitute for another teacher during the regular school day, excluding extra-duty assignments, shall be compensated at the rate of the current substitute pay divided by three. For the purpose of this provision, a period at the elementary level is equivalent to sixty (60) minutes.

H. **Mileage.** If the Superintendent or designee requires an employee to provide his/her own transportation in connection with such employee's regular teaching assignment, the employee shall be reimbursed at the rate allowable by IRS at the beginning of each calendar year, excluding mileage to and from the employee's home.

I. **Retirement-Accelerated Retirement Benefit (ARB).**

1. A teacher is eligible to participate in the district's benefit plan if the individual 1) will have fifteen (15) years or more of district service as a certified employee at the time of retirement or when notice given eligible for benefits under the Illinois Teacher Retirement system retires, and 2) can retire with no Early Retirement Option (ERO) penalty to the district, and 3) will retire by the close of school year in which he/she is first eligible to retire without penalty as described in paragraph 3 below. Then upon receipt of an irrevocable resignation for reasons of retirement submitted to the Board by May 1, preceding the final years of service, the district will increase eligible teacher's salary in each year of notice up to the final two (2) years of service by the maximum percentage allowed by the TRS creditable earnings, without penalty for the Board. The retirement benefit increase shall be on the teacher's actual salary as determined by the individual's placement on the salary schedule and excluding any extracurricular, added differentials, steps, committee work bonuses, etc. At no time during the retirement benefit period shall a teacher receive more than the maximum percentage allowed by TRS for creditable earnings, without penalty for the Board based on teacher's previous years creditable earnings.

2. An eligible teacher electing to participate in the district's retirement benefit shall not be eligible for any other retirement benefit under this agreement. Whenever a teacher is first eligible to retire without an ERO cost to the Board, he or she must retire by the close of the school year that he or she first gains eligibility. Those eligible will include teachers with 35 years of service or who are 60 years of age. Failure to retire at the close of the year in which he/she first gains eligibility, will forever foreclose the employee from the benefits of this early retirement option for the remainder of the employee's employment within the district. Eligibility occurs only once.
3. In addition to the maximum salary increases allowed by TRS in the final years of service prior to retirement, for any eligible teacher who has given a two (2) year notice of retirement, that teacher shall receive a post-retirement bonus payment. The bonus payment shall be calculated as eighteen (18) percent of the teacher's final two (2) years of service minus the dollars needed to increase the individual's salary for the maximum percentage allowed for TRS for creditable earnings, without penalty for the Board, from the previous year's creditable earnings.
4. Any certified employee who chooses to retire from teaching without using ARB and who is eligible for benefits under the Illinois Retirement System shall be paid at a rate of fifty percent (50%) of the current substitute pay for each unused accumulated sick days not usable for the purposes of the retirement formula provided the employee notifies the superintendent in writing no later than September 1st of the certified employee's last year of employment. Accumulated sick leave days shall be those sick leave days which the certified employee has accumulated prior to his or her last day of teaching with the district. One single payment for accumulated unused sick leave days shall be made following the last regular paycheck and will not be TRS creditable income.

Post-retirement bonuses are non-creditable TRS earnings which will be paid after the employees last day of teaching. This will be paid no later than 30 days after the final check is issued, whichever is later and will be paid accordingly to said teacher's wishes either in one lump sum or divided equally into two installments with the second installments paid after January 1. An employee is only eligible for either the Accelerated Retirement Benefit as defined by TRS or the Unused Sick Day options as defined in paragraph (4), but not both.

J. **Tuition Reimbursement.** The employer shall reimburse employees for the actual costs of tuition and fees per semester hour at the rate of graduate level tuition charged per semester hour at Western Illinois University for graduate hours earned after the bachelor's degree has been awarded with a total cap for the district of nine (9) semester hours per eligible employee per contract year. The employee must submit an official transcript or grade report showing a grade of B or better (pass, if pass/fail) upon completion of academic work, and submit proof of payment for hours earned. Tuition reimbursement shall only be made for

spring/summer courses if the employee returns to the district for the following school year. Reimbursement for these courses will be provided the first day of the new contract year. Tuition reimbursements will not be paid for anyone who is seeking a Type 75 certificate or post masters hours. The superintendent has the right to approve increased hours, Type 75 certificate, and post-master's coursework if deemed beneficial to the district. Waivers of nine (9) semester hours may be submitted to the Superintendent for consideration and left to his/her discretion.

K. **403 B Plans.** The ROWVA School District #208 will offer payroll deduction, 403 B retirement savings programs. The district shall secure a Third Party Administrator (TPA) agreement to administer the 403 B with a zero cost to those participating in the program, identify those vendors willing to comply with the new regulations, modify already existing plan documents to comply with new regulations and approach the REA to work collaboratively toward implementing the necessary changes to comply with the new regulations.

ARTICLE IX

GRIEVANCE PROCEDURE

A. **Definitions**

1. Any claim by the Association or a teacher that there has been a violation, misrepresentation or misapplication of the terms of this Agreement shall be a grievance.
2. All time limits consist of school days; however, when a grievance is submitted fewer than ten (10) days before the close of the current school year, then time limits shall consist of all week days.

B. **Procedures.** The parties hereto acknowledge that it is usually most desirable for a teacher and the teacher's immediately involved supervisor to resolve problems through free and informal communication. If, however, the informal process fails to satisfy the teacher or the Association, a grievance may be processed as follows:

Step 1. The teacher or the Association shall present the grievance to the immediately involved supervisor within twenty (20) days of the occurrence of the grievance or within twenty (20) days of when such occurrence might reasonably have been ascertained. The grievance shall be in writing, setting forth the nature of the occurrence, the specific provisions of the Agreement claimed to have been violated and the remedy requested. The immediately involved supervisor shall arrange for a meeting to take place within seven (7) days after receipt of the grievance. The grievant may be accompanied to such meeting by a representative, and, if the Association is not the grievant or the grievant's representative, it shall also be advised at such meeting that

they are entitled to have a representative thereat. Within seven (7) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response.

Step 2. If the grievance is not resolved at Step 1, then the teacher or the Association may refer the grievance to the Superintendent or designee within ten (10) days after receipt of the Step 1 answer. The Superintendent or designee shall arrange with the Association representative for a meeting to take place within seven (7) days after receipt of the appeal. Within ten (10) days after such meeting, the teacher and the Association shall be provided with the written response of the Superintendent or designee.

Step 3. If the Association is not satisfied with the disposition of the grievance at Step 2, the Association may submit the grievance to final and binding arbitration. The American Arbitration Association shall act as administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date on which the Step 2 answer was due, then the grievance shall be deemed withdrawn. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party.

C. **Step 1 By-Pass.** If the Association and the Superintendent agree, Step 1 of the grievance procedure may be by-passed and the grievance brought directly to Step 2.

D. **Direct Submission to Arbitration.** If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.

E. **Class Grievances.** Class grievances involving more than one (1) teacher in the same building may be filed initially by the Association at the Step 1 level. Class grievance involving teachers in more than one (1) building may be filed initially by the Association at the Step 2 level.

F. **Representation.** A teacher may elect to be represented at any level of the grievance procedure. If the Association is not the grievant's representative, the Association shall have a right to be represented at all levels of the grievance procedure.

G. **No Reprisals.** No reprisals shall be taken by the Board or the administration against any teacher because of the teacher's participation in a grievance.

H. **Release for Arbitration Proceedings.** Teachers shall be released from their regular assignment, without loss of pay or benefits, to testify in an arbitration hearing or to represent the Association as Grievance Chairperson.

I. **Grievance Records.** All records related to a grievance shall be filed separately from the personnel file of the teacher.

- J. **Grievance Withdrawal.** A grievance shall be filed separately from the personnel file of the teacher.
- K. **Failure to Render Decision.** If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step.
- L. **Expedited Arbitration.** By mutual agreement, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.
- M. **Arbitration Costs.** The fees and the expenses of the arbitrator shall be shared equally by the parties.

ARTICLE X

NEGOTIATIONS PROCEDURES

- A. **Commencement.** Not later than April 1 prior to the termination of this Agreement, the parties agree to begin negotiations over a successor agreement. The Employer agrees to furnish the Association, not later than March 1, a scatter gram indicating salary schedule placement of all teachers.
- B. **Authority of Representatives.** Each party shall select its own representatives. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- C. **Official Copies.** There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one by the Association.
- D. **Reproduction of Agreement.** Within fifteen (15) school days after the Agreement is signed, copies of the Agreement shall be prepared for all certified staff by the Employer.
- E. **Modification.** This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XI

EFFECT OF AGREEMENT AND DURATION

- A. **Board Policy.** The Employer agrees that no Board policy shall be implemented which conflicts with the terms of this Agreement.
- B. **Severability**
1. If any provision of this Agreement or any application of this Agreement to any teacher or to any group of teachers is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
 2. It is further agreed that within fifteen (15) employment days of receipt of notification of such finding by a court of competent jurisdiction, negotiations shall commence for the purpose of reaching agreement on the affected matter.
 3. If the parties fail to reach agreement within twenty (20) days after such negotiations have commenced, either party may declare impasse and submit such matter to mediation.
 4. All understandings, awards, and/or agreements reached and ratified under this procedure shall be reduced to writing, signed by each party, and made a part of this Agreement.
- C. **No Strike Obligation.** The Association agrees that, during the term of this Agreement and any mutually agreed to extension thereof, it shall not engage or authorize any concerted strike activity of the bargaining unit. The Employer agrees that, for the duration of this Agreement and any extension thereof, it will not engage in a lockout of its employees.
- D. **Management Rights.** The parties understand and agree that the Employer retains all functions, rights, and powers and under the law to manage and administer the District except as such authority is specifically limited by this Agreement.
- E. **Waiver of Additional Bargaining.** 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Board and the Association for the duration of this Agreement, voluntarily and unqualifiedly waive any right which might otherwise exist under law, practice or custom to negotiate over any matter or subject referred to, or covered in, this Agreement. By voluntary mutual consent, however, the parties may alter, change, add to, delete from, or modify the terms and conditions of this Agreement in a written amendment executed according to the provisions of this Agreement.

F. **Duration.** This Agreement shall be effective on the date of ratification by both parties, as indicated below, and shall continue in effect until 11:59 P.M. of the day preceding the day on which the teachers must report for services at the beginning of the **2024-2025** school year.

Date: March 26, 2021

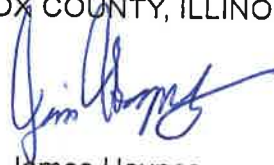
R.O.W.V.A. EDUCATION ASSOCIATION

BOARD OF EDUCATION
R.O.W.V.A. COMMUNITY UNIT
SCHOOL DISTRICT NO.208
KNOX COUNTY, ILLINOIS



By: Joel Zaiser

President



By: James Haynes

President

ATTEST:



By: Heidi Libby & Rebecca Brown

Secretary



By: Rob Kalb

Secretary

Appendix A: New Hire Salary Scale 2021-2022

Experience	2021-2022		2022-2023		2023-2024	
	BA	MA	BA	MA	BA	MA
0	\$40,000.00	\$43,900.00	\$41,000.00	\$44,900.00	\$42,000.00	\$45,900.00
1	\$40,200.00	\$44,778.00	\$41,200.00	\$45,798.00	\$42,200.00	\$46,359.00
2	\$40,500.00	\$45,673.56	\$41,400.00	\$46,255.98	\$42,400.00	\$47,286.18
3	\$40,900.00	\$46,587.03	\$42,100.00	\$47,181.10	\$42,600.00	\$48,231.90
4	\$41,300.00	\$47,052.90	\$42,200.00	\$47,652.91	\$43,300.00	\$48,714.22
5	\$41,800.00	\$47,993.96	\$42,900.00	\$48,605.97	\$43,400.00	\$49,201.36
6	\$42,100.00	\$48,473.90	\$43,000.00	\$49,092.03	\$44,100.00	\$49,693.38
7	\$42,600.00	\$49,443.38	\$43,400.00	\$50,073.87	\$44,300.00	\$50,190.31
8	\$43,000.00	\$49,937.81	\$43,900.00	\$51,075.35	\$44,700.00	\$51,194.12
9	\$43,700.00	\$50,437.19	\$44,300.00	\$52,096.85	\$45,200.00	\$52,218.00
10	\$44,400.00	\$51,445.93	\$45,000.00	\$52,617.82	\$45,600.00	\$53,262.36
11	\$45,100.00	\$52,474.85	\$45,700.00	\$53,144.00	\$46,300.00	\$53,794.98
12	\$45,800.00	\$53,524.35	\$46,400.00	\$53,675.44	\$47,000.00	\$54,870.88
13	\$46,500.00	\$54,594.84	\$47,100.00	\$54,748.95	\$47,700.00	\$55,419.59
14	\$47,200.00	\$55,686.73	\$47,800.00	\$55,843.93	\$48,400.00	\$56,527.98
15	\$47,900.00	\$56,243.60	\$48,500.00	\$56,402.37	\$49,100.00	\$57,658.54
16	\$48,600.00	\$56,806.04	\$49,200.00	\$57,530.41	\$49,800.00	\$58,235.13
17	\$49,300.00	\$57,942.16	\$49,900.00	\$58,681.02	\$50,500.00	\$58,817.48
18	\$50,000.00	\$59,101.00	\$50,600.00	\$59,267.83	\$51,200.00	\$59,993.83
19	\$50,700.00	\$59,692.01	\$51,300.00	\$59,860.51	\$51,900.00	\$61,193.71
20	\$51,400.00	\$60,288.93	\$52,000.00	\$61,057.72	\$52,600.00	\$61,805.64
21	\$52,100.00	\$61,494.71	\$52,700.00	\$61,668.30	\$53,300.00	\$62,423.70
22	\$52,800.00	\$62,724.60	\$53,400.00	\$62,901.66	\$54,000.00	\$63,672.18
23	\$53,500.00	\$63,979.09	\$54,100.00	\$64,159.70	\$54,700.00	\$64,945.62
24	\$54,200.00	\$65,258.68	\$54,800.00	\$65,442.89	\$55,400.00	\$66,244.53
25	\$54,900.00	\$66,563.85	\$55,500.00	\$66,751.75	\$56,100.00	\$67,569.42

Extra Pay Schedule: \$41,000 2021-2024		School year	
Organizations	Base	1st yr %	2nd yr %
		3rd yr %	
Band	14.5%	15.5%	16.5%
Vocal Music Director	13.0%	14.0%	15.0%
FCCLA Sponsor	7.5%	8.0%	8.5%
Agr/FFA Sponsor	7.5%	8.0%	8.5%
Yearbook Sponsor	7.0%	7.5%	8.0%
Junior Class Co-Sponsor	3.0%	3.0%	3.0%
Junior Class Co-Sponsor	3.0%	3.0%	3.0%
Senior Class Co-Sponsor	2.0%	2.0%	2.0%
Senior Class Co-Sponsor	2.0%	2.0%	2.0%
Sophomore Class Co-Sponsor	1.5%	1.5%	1.5%
Sophomore Class Co-Sponsor	1.5%	1.5%	1.5%
Freshmen Class Co-Sponsor	1.5%	1.5%	1.5%
Freshmen Class Co-Sponsor	1.5%	1.5%	1.5%
School Play	2.0%	2.5%	3.0%
Student Council Co-Sponsor	2.0%	2.0%	2.0%
Student Council Co-Sponsor	2.0%	2.0%	2.0%
Scholastic Bowl Sponsor	3.0%	3.5%	4.0%
Bass Fishing	3.0%	3.5%	4.0%
National Honor Society Sponsor	2.0%	2.5%	3.0%
Varsity Club	1.0%	1.0%	1.0%
Athletics			
Athletic Director	14.5%	15.5%	16.5%
Cheerleading Sponsor	8.0%	8.5%	9.0%
Football-Head Coach	14.5%	15.5%	16.5%
Football-Asst. Varsity Coach	9.0%	9.5%	10.0%
Football-F/S Coach	8.5%	9.0%	9.5%
Football-Asst. F/S Coach	8.0%	8.5%	9.0%
Volleyball-Head Coach	12.0%	13.0%	14.0%
Volleyball-F/S Coach	7.5%	8.0%	8.5%
Volleyball-Asst. F/S Coach(as Needed)	6.5%	7.0%	7.5%
Basketball-Head Coach Boys	14.5%	15.5%	16.5%
Basketball-Asst. Varsity Coach Boys	9.0%	9.5%	10.0%
Basketball-F/S Coach Boys	9.0%	9.5%	10.0%
Basketball-Head Coach Girls	14.5%	15.5%	16.5%
Basketball-F/S Coach Girls	9.0%	9.5%	10.0%
Track-Head Coach Boys	12.0%	13.0%	14.0%
Track-Asst. Coach Boys	7.5%	8.0%	8.5%
Track-Head Coach Girls	12.0%	13.0%	14.0%
Track-Asst. Coach Girls	7.5%	8.0%	8.5%
Baseball-Head Coach	12.0%	13.0%	14.0%
Baseball- Asst Coach (as needed)	7.5%	8.0%	8.5%
Softball-Head Coach	12.0%	13.0%	14.0%
Softball-Asst Coach (as needed)	7.5%	8.0%	8.5%
Cross Country - Head Coach	10.0%	11.0%	12.0%
Cross Country - Assistant	7.0%	7.5%	8.0%

Golf Coach - Head Coach	10.0%	11.0%	12.0%
Golf Coach - Assistant	7.0 %	7.5 %	8.0%
Junior High School	1st yr %	2nd yr %	3rd yr %
Athletic Director	8.0%	8.5%	9.0%
Cheerleading Sponsor	5.0%	5.5%	6.0%
Football-Head Coach	8.0%	8.5%	9.0%
Football-Asst. Coach	7.0%	7.5%	8.0%
Volleyball-Head Coach	7.0%	7.5%	8.0%
Volleyball-Asst. Coach	5.0%	5.5%	6.0%
Basketball-Head Coach Boys	8.0%	8.5%	9.0%
Basketball-Asst. Coach Boys	7.0%	7.5%	8.0%
Basketball-Head Coach Girls	8.0%	8.5%	9.0%
Basketball-Asst. Coach Girls	7.0%	7.5%	8.0%
Track-Head Coach Boys	8.0%	8.5%	9.0%
Track-Head Coach Girls	8.0%	8.5%	9.0%
Track-Asst. Coach	7.0%	7.5%	8.0%
Baseball - Head Coach	8.0%	8.5%	9.0%
Baseball - Asst. Coach	7.0%	7.5%	8.0%
Softball - Head Coach	8.0%	8.5%	9.0%
Softball - Asst. Head Coach	7.0%	7.5%	8.0%
Student Council Co-Sponsor	1.0%	1.0%	1.0%
Student Council Co-Sponsor	1.0%	1.0%	1.0%
Grade School			
Football- 5th/6th Grade	3.0%	3.0%	3.0%
Volleyball-5th/6th Grade	3.0%	3.0%	3.0%
Basketball-5th/6th Grade	3.0%	3.0%	3.0%
Cheerleading-5th/6th Grade	2.0%	2.0%	2.0%
Two Grade Classroom	13.5%	14.5%	15.5%
Elem Alcohol/Drug Coordinator	4.0%	4.0%	4.0%
Safety Patrol Supervisor	1.0%	1.0%	1.0%
Tickettakers at Games	\$25	\$25	\$25
Filmer at Varsity FB Games	\$20	\$20	\$20
Detention Duty(Principal Assigned)	\$15	\$15	\$15
Power of I	\$25	\$25	\$25
District Required Program Development	\$15	\$15	\$15
Special Ed - IEP Staffing	\$25	\$25	\$25
***Coach of Two Teams- Any coach who coaches two teams in a sport will be paid one and one-half			
times their salary indicated on the extra pay schedule.			

APPENDIX C
Sick Leave Bank

1. Participation: Voluntary
 2. Contribution: Each member contributes two (2) days when first employed prior to September 1 of the year of first employment. Members who do not elect to join at that time, may join at the beginning of each school year prior to September 1. When a member leaves or retires, the two (2) total days the member contributed may be donated to the sick leave bank. The Board's two days donated for the employee will remain in the sick leave bank.
 3. Minimum Days In Bank: The bank shall have one times the number of enrolled members.
 4. Replenishment Of Bank: One times the number of members in the program. The days may be replenished as necessary. When replenishment needs to occur, each member will contribute one day and the employer will contribute one day unless a member notifies the employer that the member wishes to be a non-participant in the bank. A member who does not have any accumulated sick leave days at the time of the automatic assessment, may delay their one day donation to the bank until the beginning of the next school year, when the member will earn additional sick leave days and will remain members at the time.
 5. Use of Days From Bank: Days from the bank cannot be used until the member's sick days and personal days have been exhausted.
- Credit from the sick bank will be given after request has been approved by the administering agent.
6. Administration Of The Sick Bank: Administration of the sick bank approval of credit shall be vested in a committee of six members as follows:

- a. Three (3) members (2 REA and 1 RSEA) made up of members of the employees. REA members and RSEA members shall be appointed by their respective union presidents.
- b. Three (3) members of the administration and/or the Board of Education.

7. Qualifications For Use of Sick Bank:

- a. Member must have used all accumulated sick leave and personal days normally allowed.
- b. The attending physician certifies proof of needed leave.
- c. Use of the leave is limited to the illness of the member and does not extend to family members.
- d. Once declared eligible, by a majority vote of the committee members, the member may receive sick leave from the bank in the following manner:
 1. Fifteen (15) days
 2. Three (3) days without pay (may be waived by a majority vote of the committee)
 3. 15 more days from the bank
1. Member may reapply for additional days after three (3) days without pay have passed. The three (3) days without pay may be waived by a majority vote of the committee.

8. Donation of Sick Days Upon Retirement:

- a. Any eligible teacher that elects to retire may donate up to twenty-five (25) unused sick days, which have not been used in the TRS retirement formula or payment by the district for any other retirement consideration.

Appendix D
Mini-bus Agreement

At the employer's discretion, due to the shortage of district bus driving staff being available to drive the district's small activity bus during the school day, staff members may drive the small activity bus. To ensure the safety of the students and staff, no staff member may drive the bus without first being pre-certified by the district's transportation director. For events outside of the regular school day, a certified bus driver will be requested. If none is available a staff member may drive the vehicle.

