Triopia Community Unit School District #27

CONTRACT AGREEMENT

Between

Triopia Unit #27 Board of Education

And

Triopia Federation of Teachers Local #6281
IFT-AFT/AFL-CIO

2019-2022

Article I

Recognition

1.1 The Board of Education of Triopia CUSD #27, Morgan County, Concord, Illinois, hereinafter referred to as the "Board" recognizes the Triopia Federation of Teachers Local #6281, IFT-AFT/AFL-CIO, hereinafter referred to as the "Union" as the exclusive and sole negotiation agent for all full-time and part-time regularly employed certified and non-certified staff. Hereinafter the teachers will be referred as "certified staff or teachers," and the non-certified staff, including bus drivers, secretaries, paraprofessionals, cooks and custodians, as "Educational Support Personnel or (ESP)." Certified staff and ESP together will be referred to as "staff or staff members." The following are excluded from the bargaining unit: Superintendent, Principals, Student Teachers, Superintendent's secretary, District bookkeeper, Administrative assistant, and professional staff such as social workers and speech pathologists, who are contracted to provide education services as mandated by the state for the Board.

1.2 The Board agrees not to negotiate with any staff organization other than the Union for the duration of this agreement regarding the terms of this agreement. The Board of Education reserves the rights to discuss with staff or potential staff any assignments or terms of employment that are consistent with this agreement.

1.3 Benefits awarded to part-time staff under this contract shall be pro-rated according to the percentage of time worked. Any staff member working less than the standard number of hours for a category shall be considered part-time staff.

Article II

Grievance Procedure

2.1 DEFINITIONS

As used in this Agreement the following definitions will apply:

.1 Bargaining Unit – regularly employed full-time and part-time employees of the District as listed in Paragraph 1.1 of this Agreement.

.2 Staff Member(s) – a member of the Bargaining Unit, unless otherwise specified.

.3 Certified Staff Member – All regularly employed full-time and part-time certified classroom teachers, and counselors.

.4 Educational Support Personnel (ESP) - All regularly employed full-time and part-time educational support personnel including bus drivers, secretaries, paraprofessionals, cooks and custodians.

2.1.1 Grievance: A Grievance shall be any claim by a full-time or part-time regularly employed staff member, or group of full-time or part-time regularly employed staff member that there has been a misapplication, misrepresentation, or violation of this agreement.

2.1.2 Time Limits: All time limits consist of school days, except when a grievance is submitted fewer than ten (10) days before the close of current school term, then time limits shall consist of all weekdays. Timeliness may be extended by mutual consent.

2.2 PROCEDURES

The parties acknowledge that a full-time or part-time regularly employed staff member and the employer should resolve problems through free and informal communications. However, a grievance shall be processed as follows:

2.2.1 STEP I

The grievant shall present in writing within ten (10) days of the occurrence, to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant and the immediately involved supervisor shall be present for the meeting. Within ten (10) days of the meeting, the grievant shall be provided with the supervisor's written response. A Union representative may be present at the meeting if requested by the grievant.

2.2.2 STEP II

If the grievance resolution of Step I is not acceptable to the grievant, then the grievant and the Union shall refer the grievances to the superintendent or the superintendent's official designee within ten (10) days after receipts of the Step I answer. The superintendent shall arrange with the grievant and the Union for a meeting to take place within ten (10) days of the superintendent's receipt of the appeal. Within ten (10) days of the meeting, the grievant and the Union shall be provided with the superintendent's written response.

2.2.3 STEP III

If the Union is not satisfied with the disposition of the grievance at Step II, the Union may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the employer within thirty (30) days of the date of the Step II answer, then the grievance shall be deemed withdrawn. The demand shall be submitted to the American Arbitration Association, which shall act as the administrator of the proceedings.

2.3 BYPASS – By mutual agreement, any step of the grievance procedure may be bypassed.

2.4 CLASS GRIEVANCE – Class grievance involving one or more staff of the bargaining unit or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Union at Step II.

2.5 NO REPRISALS CLAUSE – No reprisals shall be taken by the employer against any staff member of the bargaining unit because of the employee's participation or refusal to participate in a grievance.

2.6 Any investigation, handling, or processing of any grievance by the grievant shall be conducted so that the instructional programs and related work activities of the grievant or the teaching staff are not interrupted. However, if the grievance goes to arbitration, time may be permitted from assigned duties of the grievant when testimony is required. When the District requires the testimony of a staff member, the District shall pay for the substitute if needed. When the Union requires the testimony of a staff member, the Union will reimburse the district for the substitute if needed. The cost of a substitute for any neutral witnesses will be shared equally by the District and the Union.

2.7 FILING OF MATERIALS – All records related to a grievance shall be filed separately from the personnel files of the staff.

2.8 GRIEVANCE WITHDRAWAL – A grievance may be withdrawn at any level without establishing a precedent.

2.9 NO WRITTEN RESPONSE – If no written decision has been rendered within the time limits indicated by a step, then the grievance shall proceed to the next step. If the Union fails to advance the grievance to the next step within the time frames prescribed herein, the grievance shall be deemed withdrawn.

2.10 AAA RULE – The arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

2.11 COSTS – The fees and the expenses of the arbitrator shall be shared equally by the parties.

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

2.13 POSTPONEMENT – The proceedings may be postponed by the parties involved by mutual agreement. However, if postponement is mutually agreed upon, both parties shall share any cost involved.

ARTICLE III

Employee and Union Rights

3.1 RIGHT TO ORGANIZE

Staff members shall have the right to organize and negotiate with the Board.

3.2 PERSONNEL FILE

Each staff member shall have the right, during the working day with prior notice and in the presence of office personnel, to review the contents of his or her personnel file and to place therein written reactions to any of its contents.

3.3 RIGHT TO REPRESENTATION

When any staff member is required to appear before the Board or the administration the staff member shall be entitled to have a representative of the Union present. Further, when any staff member is required to appear before the Board, he or she shall be advised in writing of the reasons for the requirement. Such written notification shall be delivered to the staff member a minimum of twenty-four (24) hours in advance of the meeting.

3.4 DUES DEDUCTIONS

Upon the receipt of a signed request from a staff member received on or before the last day of August for the upcoming school year a pro-rated share of dues shall be withheld from each payroll period and transmitted to the organization within ten (10) working days of each month's payday. Payday is the 20th of the month or the Friday before, if the 20th falls on Saturday or Sunday.

3.5.1 The Union shall have the right to use space in school buildings for staff meetings when school is not in session and such meetings do not interfere with instructional and/or extracurricular programs with prior notification of the Building Principal or Superintendent. Whenever special custodial service is required, the Board will make a reasonable charge for such service.

3.5.2 The Union shall have the right to use staff member mailboxes, inter-school communication of all types for communication with staff members granted by the Administration.

3.5.3 The Union may use computers/tablets and copying machines that are normally available for staff use at each building, at times other than normal school hours. The Board will be reimbursed for the cost of supplies used by the Union.

3.6 A Labor/Management committee comprised of three members of the Union selected by the Union and three members of the Administration/Board selected by the Board will meet quarterly at mutually agreeable times to discuss matters of contractual concern and follow an agenda.

ARTICLE IV

Employment Conditions

4.1 The Board shall take into consideration a recommended calendar submitted by the Administration with input from the union in establishing a school calendar, however the board has the final decision. The calendar will not exceed 190 days, and shall contain no more than 176 regular work days, four (4) institute days and (10) emergency days. If the emergency days are not used for emergency purposes, they shall not become work days.

4.2 The standard work day for teachers shall be from 8:15 a.m. until 3:45 p.m.

At the grade school attendance center, one (1) teacher per day may be assigned on a rotating basis to work prior to the arrival of the first bus to supervise unloading.

All district teachers understand and agree to the need of periodically attending faculty meetings and parent conferences outside the normal work day. Certified staff shall not be required to attend workshops, events, training or other school-related meetings during weekends, school breaks or summer.

4.2.1 PARAPROFESSIONALS

Paraprofessionals shall work 8:20-3:20 on student attendance days with the option to leave, with no pay, on SIP days if no work or professional development is provided. Paraprofessionals shall be required to attend Opening Day Teacher Institute with pay. However the Superintendent can change a paraprofessional's workday hours and times dependent on job assignment.

EVENING EVENTS AND SPECIAL CIRCUMSTANCES

Paraprofessionals who are required to work additional time with students beyond the standard work day will be compensated at their hourly rate. After 40 hours in a work week paraprofessionals will receive one and one half times their hourly rate.

PARAPROFESSIONALS SERVING AS SUBSTITUTES

Paraprofessionals who are certified substitute teachers may be asked to substitute for certified teacher for all or part of the day. If the paraprofessional agrees he/she will receive an additional $5.00 (five dollars) per hour added to his/he paraprofessional pay for the substitute time worked. Paraprofessional's earnings for substituting will be credited to TRS.

4.2.2 SECRETARIES

The standard work day on days when students are in attendance for secretaries shall be from 8:00 a.m. until 4:00 p.m. with a thirty (30) minute duty-free unpaid lunch. Summer hours shall be 8:00 a.m. until 3:00 p.m. on Monday through Thursday with a thirty (30) minute unpaid duty-free lunch and from 8:00 a.m. until noon on Friday with no lunch. The secretaries' school year will begin on the 1st of August (or the Monday following if this falls on a weekend) and will end three weeks following the official last day of school.

Their standard work week is 7.5 hours x 5 days (37.5 hours of pay).
Their summer work week is 6.5 hours x 4 days and 4 hours x 1 day (30 hours of pay).

Unless the district receives a waiver or modification of The School Code pursuant to section 2-3.25g, allowing it to schedule school on a holiday listed below. Secretaries will be paid for, but will not be required to work on:

Martin Luther King Jr's Birthday
Abraham Lincoln's Birthday or President's Day
Casmir Pulaski's Birthday
Memorial Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day

Holiday hours do not count towards hours worked. These nine (9) days will be considered as a holiday if they fall on a weekday and if there are no scheduled school or extracurricular activities. If secretaries are needed to work, the hours worked will be dependent upon the time needed for the activity, but will not be more than eight hours. The District may require secretaries to work on a holidays or a weekend, if so, the secretary will be paid at a rate of time and one-half unless the Board receives a waiver for the holiday. Work scheduled should be rotating so that one person does not have to work in every instance. Secretaries are not required to work on or be paid for snow days, Christmas vacation and spring break.

4.2.3. CUSTODIANS

Full-time twelve month custodians work forty (40) hours per week with a half an hour unpaid duty free lunch period. For example the daytime custodian hours would be 7am until 3:30 pm. Eight (8) hours work and ½ hour unpaid lunch.

Part-time twelve month custodians will be assigned their work times and hours by the superintendent. A part-time custodian will have a half an hour unpaid duty free lunch period.

Twelve month Custodians will receive the following holidays off with pay. Holiday hours do not count towards hours worked.

Unless the district receives a waiver or modification of The School Code pursuant to section 2-3.25g, allowing it to schedule school on a holiday listed below.

New Year's Day
Abraham Lincoln's Birthday or President's Day
Casmir Pulaski's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New year's Eve Day

Scheduled School Breaks

Spring break, Christmas break, Snow days, and in-service days are regular work days for full and part time twelve (12) month custodians. Vacation requests during such breaks may be approved by the Superintendent.

The District may require custodians to work on one of the twelve (12) school holiday listed above or weekend day during an emergency or for the continued operation and maintenance of facilities or property, to be paid at a rate of time and one- half unless the Board receives a waiver for the holiday.

Shift Changes

The Superintendent may specify a shift change when students and/or teachers are not present for custodians typically assigned to the evening shift to work the day shift.

TWELVE MONTH CUSTODIANS BENEFITS

Twelve month (12) custodians shall earn 12 sick days per school year. Unused sick leave shall accumulate to a maximum of 240 days, including the leave of the current year. Custodians first employed after June 1, 2014 shall only accrue sick leave to a maximum of 120 days. *If the restriction in Public Act 98-0599 prohibiting the use of accumulated sick leave for purposes of establishing IMRF service credit for new employees employed after June 1, 2014 is determined to be unconstitutional, then the restrictions placed herein on the amount of sick leave accrual for new employees shall revert to 240 days.*

Full time twelve month (12) custodians shall receive Insurance benefits per section 6.4.

Twelve month (12) custodians shall be eligible for paid vacation days according to years worked.

Beginning of year 2 end of year 5	0.83 days	10 days per year
Beginning of year 6 end of year 15	1.25 days	15 days per year
Beginning of year 16	1.67 days	20 days per year

Vacation days earned in one fiscal year must be used by the end of the following fiscal year. They do not accumulate. Custodians resigning or whose employment is terminated are entitled to the monetary equivalent of all earned vacation days.

4.2.4 COOKS

The standard work hours for cooks are 6 hours per day when school is in session and meals are prepared. Cooks will be compensated at his/her hourly rate for all hours worked. The district will pay the cost of training for food license(s) and refresher course(s) that are required by the district.

The head cook will receive additional compensation in the form of a stipend that will compensate him/her for the additional time and duties.

Cooks will be paid for all hours scheduled by the superintendent. If more than forty (40) hours in a week cooks will be paid time and one half.

4.2.5 BUS DRIVERS

Bus drivers will be paid up to four (4) hours per day based on documentation. Hours will be two (2) hours in the morning and two (2) hours in the afternoon. Hours include driving, bus maintenance, driving bus to a location for maintenance, fueling, washing/cleaning bus, checking for children left on the bus in morning and afternoon, and other duties as required. When drivers take extra trips at night they will be compensated at the trip rate. For drivers taking trips that require them to miss their regular bus routes, compensation will only be for the additional time it takes in addition to their normal bus route. For example (if a bus driver misses their afternoon route to take a Baseball/softball trip that last 4 hours the additional compensation will be 4hr - 2hr = 2 additional hours of trip rate pay). Drivers will be assigned extra trips by the Transportation director on an equal basis. If a driver does not wish to take extra trips and he/she does not wish to qualify for IMRF he/she may asked to have their name removed from the rotation. Drivers must accumulate at least 600 actual hours per year to qualify for IMRF.

The district will pay the cost of school bus driver's drug tests and any other tests required by law when obtained at a district designated facility. The district will pay for the annual physical exam and the cost of the CDL if needed, also the initial and refresher course(s) required by law.

Pay for extracurricular trips will be at a rate of $13 per hour.

On occasion when a bargaining unit employee performs work in multiple positions for the District, both operating a school bus and supervising students either in a coaching capacity or as a chaperone or student supervisor, the employee shall not continue to receive the trip rate while coaching or supervising students. For example, a teacher also employed as a coach that drives the team bus four (4) hours round trip to an athletic competition and coaches the team for two (2) hours would receive the trip rate for four (4) hours and be compensated through the coaching stipend for the two (2) hours spent coaching. Similarly, a paraprofessional that drives a bus four (4) hours round trip to a field trip and supervises students for two (2) hours during the field trip would receive the trip rate for four (4) hours and the hourly paraprofessional rate for two (2) hours.

4.2.6 ESP STAFF GENERAL GUIDELINES

PROBATIONARY STATUS

A probationary ESP staff member is an employee who is a newly hired employee, or who is working in the category of position for the first time after June 30, 2010. Employees shall be deemed on probationary status for the first year of employment in a particular category of position. The categories of position include secretaries, paraprofessionals, cooks, custodians, bus drivers and any position created by the district that would be included as an ESP staff member.

DISCIPLINARY PROCEDURES

Employees may be disciplined for violations of inappropriate conduct in the work place, and in addition thereto, for acts or omissions to act, which unnecessarily endanger the health, safety or property of students, school district employees or members of the public, whether or not such conduct occurs in the scope of an employee's duties. Discipline shall include but not limited to:

Oral warning - (will include a written documentation of the warning and will be placed in the employee's personnel file). Employee must receive a copy of the documentation and have the opportunity to attach a response.

Written warning
Suspension without pay
Termination

SUSPENSION WITH PAY

Nothing prohibits the employer from suspending employees with pay pending an investigation of possible employee wrongdoing.

WORK WEEK DEFINITION

The regularly scheduled work week shall not exceed forty (40) hours, excluding an unpaid, daily duty-free lunch period. This provision shall not preclude longer work hours due to special events such as tournaments or extended extra-curricular activities or emergencies.

INCLEMENT WEATHER

A. Special education students or extracurricular event students will not be transported to other school districts or attendance centers, on days when Triopia Schools are closed for reasons of inclement weather. On such days as school is open employees may determine that on the basis of safety it is unsafe to transport the students on a particular road or with a particular vehicle.

B. If Triopia Schools are closed for reasons of inclement weather, and employees are required to work that day, twelve month employees will be allowed to use their vacation, personal leave or comp. time, if they are unable to get to work.

SENIORITY

Seniority is the length of a regular employee's full-time service starting with the first day on which duties are performed. During the probationary period, constituting the first year of employment in the district, the employer may pay a lesser rate of pay and seniority will not apply. Seniority shall commence only upon completion of the probationary period for full time employees.

Loss of Seniority

Seniority is lost upon the following:
1. Resignation
2. Dismissal
3. Retirement

OVERTIME

Overtime rates shall be paid at time and one-half for hours worked beyond forty (40) hours per week. For purposes of this paragraph a week shall be deemed to begin at 12:01 a.m. Monday morning and end at 12:00 midnight of the following Sunday.

No employee may work overtime without prior approval of the superintendent or building principal, except that in case of emergency when the superintendent or building principal is unavailable the employee shall be paid for such overtime work as may be necessary under the circumstances to prevent loss or injury to persons or property. Should an employee work overtime that does not meet the guidelines as set forth in this paragraph, the employee is subject to disciplinary action as outlined in the disciplinary procedures.

With prior approval of the superintendent, employees who work overtime may elect to accumulate overtime as compensatory time. Compensatory overtime shall be at the rate of one and one-half times each overtime hour.

Employees shall notify the superintendent of dates and times upon which the employee desires to use compensatory time. The employer reserves the right to preclude the use of compensatory time on particular dates based upon the needs of the employer, but approval of compensatory time shall not be unreasonably withheld. No employee may accumulate time in excess of forty (40) hours. The employee shall receive all overtime in excess of such amount as overtime pay.

When computing overtime for an individual who works two (2) or more jobs with the district, the individual will be paid at a rate of time and one half for whatever job(s) the individual is performing beyond forty (40) hours.

It is agreed to pay overtime as per the Federal Fair Labor Standards Act, which provides overtime pay only for hours worked beyond forty (40) in a week. Thus, overtime is due only if an employee actually works more than forty (40) hours in a week.

IMRF ELIGIBILITY

Any ESP employee who is reasonably anticipated in advance will work more than six hundred (600) hours in the ensuing year shall be eligible for the Illinois Municipal Retirement Fund (IMRF) and the district shall make an employer's contribution and deduct from the employee's pay the employee's contribution as required by the Illinois Pension Code.

ESP STAFF REDUCTIONS

If a reduction in ESP staff is necessary, Section 10-23.5 of The School Code will determine the order of layoffs.

ESP BENEFITS

ESP staff members shall earn ten (10) sick days per school year (except full-time 12 month custodians will receive twelve (12) days see section 4.2.3). Unused sick leave shall accumulate to a maximum of 240 days, including the leave of the current year. Any ESP staff member who uses 2 or fewer sick days in a year will receive an additional 2 sick days the following year. *ESP staff members first employed after June 1, 2014 shall only accrue sick leave to a maximum of 120 days. If the restriction in Public Act 98-0599 prohibiting the use of accumulated sick leave for purposes of establishing IMRF service credit for new employees employed after June 1, 2014 is determined to be unconstitutional, then the restrictions placed herein on the amount of sick leave accrual for new employees shall revert to 240 days.*

ESP staff members may participate in the Districts health/ life insurance plan with no cost to the district, and the insurance provider accepts them.

ESP staff members shall receive up to three bereavement days per school year that may be used in the event of the death of a parent, spouse, brother, sister, child, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, legal guardian. These days are not accumulated and are without loss of pay, sick or personal leave.

ESP staff members, with the exception of custodians, shall receive two (2) personnel days per year. See section 7.3 for rules.

ESP staff members have the option of choosing to take time and a half comp time in place of time and a half pay for overtime work. Compensatory time-off should be used as soon as possible. Such time will be scheduled in advance with the administration's approval, and in at least half day increments if available.

ESP EVALUATION

ESP staff members shall be evaluated at least once annually. The direct supervisor, as well as the building principal, shall have input. The ESP staff member shall receive a copy of the evaluation. All evaluations shall comply with state and federal law. The evaluator(s) shall make suggestions for improvement to the ESP staff member in writing for the areas of critical evaluation. ESP staff members have the right to add his or her responses to the file.

4.3 PLANNING PERIODS

Elementary teachers shall be provided with at least thirty (30) minutes of duty free Preparation time during the student day.

Junior-Senior High teachers at grades 7-12 shall have daily duty free preparation time equal to one junior-senior high school class period during the student day. A Junior-Senior High School teacher who voluntarily gives up a prep period to teach an additional class will be compensated at a rate of 1/8 of their pay.

All certified staff members are guaranteed at least a 30 minute duty-free lunch period during the normal instructional day between the times of 10:45 a.m. and 1:15 p.m. in addition to preparation time. Participation in a class field trip shall be exempt.

4.3.1 Any Teacher requested by an administrator to perform substitution duties during the regularly assigned preparation period shall be compensated based on substitute rate of pay. Teachers reserve the right to decline serving as a substitute. Any teacher who feels he or she is being called upon excessively to attend IEP meetings can appeal to the superintendent who may provide appropriate compensation.

4.4 Employees may be granted professional leave during the year without loss of pay. Such days may be used to attend workshops, seminars, conventions, or other educational forums related to the employee's duties or required by school administration. The use of such days will be subject to prior approval by the Superintendent.

4.5 Vacancy notices shall be posted at each attendance center prior to the position being filled. Employees within the bargaining unit will have the opportunity to apply and be considered for said vacancies. If school is not in session vacancies will also be posted on the Triopia web site and e-mailed to the TFT President.

4.6 Tentative job assignments for the following school term will be given to bargaining unit members by the administration before the end of the current school year. However, job assignments may be changed up to the end of the first week of school as decided by the administration. Should a change or possibility of a change become necessary the affected staff member shall be notified immediately?

ARTICLE V

Teacher Evaluation

5.1 EVALUATION PLAN

A. The parties agree that the primary objective of the program to evaluate classroom teaching performance is to improve the quality of instruction.

B. Further, the parties recognize the importance and value of developing a procedure for assisting and evaluating the classroom teaching progress and success of non-tenure and tenure teachers. Therefore, to this end procedures will be developed as per *Illinois School Code 105 ILCS 5/24A-4 and 23 Illinois Administrative Code Part 50, Subpart B: Performance Evaluation Plans: Teachers*. The PERA Joint Committee will develop a Performance Evaluation Plan which must include a framework of professional practice and a rubric aligned to the framework. The rubric must contain rating categories that align to the four performance evaluation ratings of "excellent," "proficient/satisfactory," "needs improvement" and "unsatisfactory."

C. The principal, or other administrator designated by the Superintendent in charge of teacher supervision, shall be responsible for evaluating classroom teaching performance. The use of principal in this document will refer to the designated administrator. The tool used for evaluation will be developed by the PERA Joint Committee which consists of equal numbers of administrators and Union representatives, subject to approval by the Board of Education.

D. At the beginning of the school year, the principal shall notify, those teachers who are to be evaluated during that school year. The principal shall orient all teachers under his/her supervision to the evaluation procedures during the first six (6) weeks of employment, and advise the teachers as to who shall observe and evaluate their classroom teaching performance. *All evaluators must be qualified as set forth in*

Section 24A-2.5/24A-A3 of the School Code and shall be an individual who has completed the prequalification process required under Section 24A-3 of the School Code or 23 Illinois Administrative Code Part 50, Subpart E: Training For Evaluators and successfully passed the State-developed assessments.

E. Each formal written observation of classroom teaching performance shall consist of at least one (1) of the following: a formal classroom observation of at least forty-five (45) minutes or observation of a complete lesson or during an entire class period. The formal written observation and any informal observation reduced to writing will include suggestions for the teacher to help the teacher improve when improvement is necessary.

F. A copy of each formal written observation and informal observation reduced to writing of classroom teaching performance must be given to the teacher within ten (10) days of the classroom observation. Within ten days (10) days of receipt of the formal written observation, the evaluator and teacher must meet to review the contents of the observation.

G. The evaluator shall make written suggestions, for improvement of all teachers receiving observation reports with "proficient," "needs improvement" or "unsatisfactory" ratings. Within fifteen (15) school days following the final formal or informal observation, the evaluator shall prepare a final summative evaluation report rating the teacher as "excellent," "proficient/satisfactory," "needs improvement" or "unsatisfactory" and shall meet with the teacher in order to review the summative evaluation and to provide the teacher with a copy of same. In the event that the teacher feels his/her final summative written evaluation of classroom teaching performance was incomplete or inaccurate, he/she shall put his/her objections in writing and have them attached to the final summative evaluation report to be placed in his/her personnel file.

H. A Professional Development plan must be developed for and in consultation with any tenured teacher who receives a "needs improvement" rating. This plan will be developed within 30 school days after receiving a "needs improvement" rating and in compliance with the statute *105 ILCS 5/24-A5 and the Illinois Administrative Code Part 50: Evaluation of Certified Employees Articles 24A and 34 of The School Code.* Teacher's rated "needs improvement" must be evaluated at least once in the school year following the receipt of such rating.

I. Tenured teachers receiving an "unsatisfactory" rating must have a 90 school day remediation plan developed within 30 school days after receiving this rating. A mid-point and final evaluation must be made by the evaluator during this remediation period. A consulting teacher will be utilized in remediation plans for tenured teachers in compliance with *Section 24A-5 of The School Code and the Illinois*

Administrative Code Part 50: Evaluation of Certified Employees Articles 24A and 34 of The School Code, subpart B, Section 50.100 and Subpart E, Section 50.420 statute.

J. Non-tenure teachers must be observed a minimum of three times in a school year and two of these observations must be formal resulting in written observations as per *105 ILCS 5/24A-5.*

K. The principal will submit the final written summative evaluation report and any recommendations to the Superintendent for each non-tenure teacher by March 1st of the current school year. A copy shall also be furnished to the teacher.

L. Tenure teachers who are rated as "Excellent" or "Proficient/Satisfactory" on their most recent summative evaluation will be evaluated at least once every two (2) years per *105 ILCS 5/24A-5.*

M. All formal written observations of classroom teaching performance of a teacher shall be conducted openly and with full knowledge of the teacher. The present system does not specifically limit visits to appointed times or limit the number of visits.

N. A copy of the evaluation will be included in the teacher's personnel file and a copy given to the teacher as per *105 ILCS 5/24A-5.* Any time a written evaluation of any type is placed in a staff member personnel file the evaluator must notify the staff member immediately per the *Illinois Personnel Records Review Act.* Evaluations are protected from disclosure pursuant to *the Illinois Freedom of Information Act as per 105 ILCS 5/24A-7.1.*

ARTICLE VI

Compensation Procedures

6.1 The salary schedule(s) shall be set forth in Appendix A, for certified and ESP staff which is attached to and incorporated in this agreement. In no event will a teacher who is less than four (4) years from retirement eligibility receive an increase in total, reportable TRS creditable earnings in excess of six percent (6%) of the prior year's total, reportable TRS creditable earnings, unless any of the statutory exceptions enacted by P.A. 94-1057 to The Illinois Pension Code becomes applicable.

6.2 SUPPLEMENTAL / STIPENDS JOBS – ADDED TO SALARY SCHEDULE

6.3 SUPPLEMENTAL JOBS – PAYROLL PROCEDURES

6.4 INSURANCE

The Board shall pay a maximum of six-hundred twenty dollars and ninety cents ($620.90) per month towards insurance for full-time certified staff and 12 month custodians for the

duration of the contract for an insurance program that includes health and life insurance benefits. **Any additional health insurance premium increases for the duration of the contract will be split (60/40) between the District and employee, respectively.** A committee of equal members, union and district, will meet to review and evaluate insurance plans/carriers and will make a recommendation to the Board of Education if changes are needed.

If at any time during the term of this agreement, a change in federal or state laws or regulations becomes effective which affects the cost or availability of any of the employee health insurance benefits offered under this Agreement, or would otherwise cause the Employer to have a pay a penalty because the Board's health insurance plan does not provide "minimum essential coverage," does not provide "minimum value," or does not meet "affordability" requirements under the provisions of the Affordable Care Act, then the parties hereto agree to reopen the Agreement for the express limited purpose of renegotiating the affected provisions.

6.5 TEACHER RETIREMENT

The Board of Education shall pay as a benefit the teachers' actual TRS contribution up to a maximum of nine percent (9%). Should any of the above be declared improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from this agreement to the extent that it violates the ruling or opinion. **In the event that any law or regulation is passed that causes the Board's own TRS contribution (currently established at .58%) to increase, then the parties agree to immediately reopen the Agreement for the express limited purpose of bargaining the Board's payment of the teachers' TRS contribution.** The teachers shall be responsible for making their own Teacher Health Insurance Security (THIS) contribution.

6.6 SCHEDULE ADJUSTMENTS AND PLACEMENT

The Board of Education or designee reserves the right and authority to place teachers at their appropriate place of the salary schedule. No teacher new to the district will be allowed more than seven (7) years of credit on the schedule. Teachers wishing to move horizontally on the schedule must have an official transcript, grade report or official letter from the university stipulating satisfactory course completion on file in the unit office prior to September 1st of each year. Horizontal movement will not be allowed after this date at no other time during that school year. All course work taken by certified staff for advancement on the schedule must be submitted for approval in writing to the Superintendent. Courses will be approved for advancement if they apply to improvement of instructional goals or advancement in an approved degree program.

6.6.1 The board will annually budget **$6000** for tuition reimbursement. This tuition reimbursement will be available to the faculty under the following guidelines: **$125** will be paid per credit hour with a maximum of **$1000** per person per year; all classes must be preapproved by the

superintendent and must be in the faculty member's teaching area unless approved by the superintendent. This fund will be available on a first come/first serve basis with any balance remaining at the end of the year returning to the district.

6.7 A Staff member who is approved by the District to use his/her personal vehicle for district business shall be reimbursed at the rate of $0.40 per mile.

6.8 RETIREMENT INCENTIVE AWARD

An employee tendering an irrevocable letter of resignation in conformance with the following conditions shall be eligible for a retirement incentive. This incentive is for the school years 2017-18 and 2018-19 subject to the following conditions:

1) The teacher shall have a minimum of twenty (20) years of continuous full-time service in the Triopia School District by the intended date of retirement.

2) The teacher shall be at least sixty (60) years of age or will have at least thirty-five (35) years of creditable service upon his or her last day of service to the District and will not retire under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System.

3) The teacher shall have tendered to the Board a binding, irrevocable letter of resignation and application for the award (Appendix B). The teacher's resignation must be given by October 31st. The pre-retirement period may be one (1) or two (2) years in length. However the school year 2018-2019 is the last year the incentive will be paid, per this contract.

In exchange for the teacher's binding, irrevocable resignation, the District agrees to remove the teacher from the salary schedule and for the retirement eligibility period the teacher's total salary will be increased by three percent (3%) per year over the total salary for the prior year of employment. Throughout this agreement total salary shall be defined as base salary plus extra duties. For purposes of this calculation the previous year's total salary shall not include the District's TRS contribution made on behalf of the teacher. The District will, however, continue to pay TRS benefits. The District shall endeavor to spread out the increase throughout the school year; however, the District retains the right to make necessary adjustments to periodic pay during the years of the retirement incentive to insure that the total received by the teacher is consistent with this section. The District may, in its sole discretion, limit the number of teachers who retire under this plan within this contract to three (3). In the event of any limitation in the program, the first three teachers who apply shall have the participation option. The District and the teacher agree to execute a Retirement Award Agreement that governs the payment of the retirement award.

If a teacher fails to complete the pre-retirement period, leaves the District prior to the designated retirement date or otherwise retires under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System, the District shall be entitled to damages for breach of contract against the Teacher in an amount equal to the retirement award payment received by Teacher, including tax and retirement withholdings. Upon complete reimbursement, the teacher shall be entitled to any general wage increase, which would have been applicable during the pre-retirement period.

Teachers should not rely upon the continuation of this retirement incentive award payment program in subsequent collective bargaining agreements. Unless the parties agree to continue this Section in a subsequent collective bargaining agreement, the forgoing benefits will be denied to those who have not applied by October 31st 2018 for such benefits of this agreement.

6.9 PAYROLL DATES

The Board shall pay employees in equal installments on the twentieth (20th) day of each month, unless this day falls on a weekend or a holiday, in which case the Board shall pay employees on the Friday before the weekend or the last business day before the holiday.

6.10 SALARY DEFERRAL

Employees may select to be paid on either a nine and one-half (9 1/2) or twelve (12) month schedule. An irrevocable election must be made in writing prior to the first day of the work year for those employees seeking to defer their salary over twelve (12) months. The election shall remain in place from year to year, unless revoked by the employee prior to the first working day of the following year.

ARTICLE VII

Leaves

7.1 SICK LEAVE

Certified staff (full and part-time) shall be entitled to twelve (12) working days sick leave per year for the first nineteen (19) years and eighteen (18) working days sick leave per year thereafter. Part time teachers' benefits shall be prorated consistent with their fractional employment status. Unused sick leave shall have 360 days accumulation. All sick leave days granted by the Board of Education will be in compliance with TRS guidelines.

Employees may use personal sick leave benefits provided by the employer for absences due to an illness, injury, or medical appointment of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent, dependent(s) as defined by the IRS, legal guardian, for reasonable periods of time as the employee's attendance may be necessary, on

the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

Employees may use ¼ day, ½ day, or full day for sick leave.

7.2 MATERNITY/PATERNITY LEAVE

Refer to BOE Policy 5:185 (Adopted on April 15, 2009).

7.3 CERTIFIED PERSONAL LEAVE

The Board of Education will allow for three (3) personal leave days per school year without loss of pay for each certified staff member. Such leave may be taken in either full, half, or quarter day increments. No stated reason for requesting a "personal day" is required. **Personal leave requests are subject to the following limitations:**

1. 72-hour notice is to be submitted to the building principal.
2. The request will not be granted the day before or the day after a legal or school holiday.
3. **The day will not be granted on a Teacher's Institute or School Improvement Day**.
4. Personal leave shall be non-accumulative and any unused days will be added to the teacher's accumulated sick leave the following year.
5. **Personal leave will not be granted during the first or last week each semester**.
6. Personal leave may be used for the cause of bereavement or death for those other than "immediate family" members, i.e. friends, etc. In such cases, the 72-hour notification may be waived by the Superintendent (or his or her designee).
7. In cases of emergency, the Superintendent may grant a personal day without advance notice.
8. Exceptions to the above may be granted at the discretion of the Superintendent (or his or her designee).

7.4 CERTIFIED BEREAVEMENT LEAVE

In the event of the death of a member of a certified staff family, as identified by School Code (parents, spouse, brothers, sisters, children, grandparents, grandchildren, parent-in-law, brother-in-law, sister-in-law, and legal guardians), such employee shall be entitled to up to three (3) days of leave per year without loss of pay, sick or personal leave.

ARTICLE VIII

Negotiation Procedures

8.1 MEDIATOR

When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives, or both, either jointly or separately. All expenses of the mediator shall be paid for one-half by the Union and one-half the board.

8.2 REPRESENTATIVES AND MEETINGS

Each party to negotiations shall be limited to no more than seven (7) members. Negotiations shall commence no later than May 15. Meetings shall be held as necessary at times and places agreed to by both parties.

ARTICLE IX

No Strike

9.1 The Union and its membership agree that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in a strike. Strike means an employee's refusal in concerted action with others to report for duty.

ARTICLE X

Effect of Agreement

10.1 WAIVER OF 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 understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the School District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly, waives any right which might otherwise exists under law, practice, or custom to negotiate over any matter during this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement even though such subject or matter may not have been within the knowledge of contemplation of either or both parties at the time they negotiated or signed this Agreement.

Both the Union and Board of Education will establish committees to work toward a contract agreement.

10.2 INDIVIDUAL CONTRACTS

The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.

10.3 SAVINGS CLAUSE

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

10.4 MANAGEMENT RIGHTS

It is expressly understood and agreed that all functions, rights, power, 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. The Union, therefore, agrees not to bargain over matters involving management's rights to change managerial policy that is not a specific part(s) of this Agreement as long as said change does not violate any provision of this Agreement.

This Agreement shall be effective as of **August 21st, 2019**, and shall continue in effect until **September 1st, 2022**. This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual agreement of the parties or is replaced by a Successor Agreement.

This Agreement is signed this **21st** day of **August 2019.**

IN WITNESS THEREOF:

For the Triopia Federation of Teachers Local #6281, IFT-AFT/AFL-CIO:

Laura Skultety
President

Cara Struble
Secretary

For the Board of Education District #27:

President

Secretary

Appendix A

Salary Placement Schedule for New Hires

YEARS	2018-2019 BA
0	$ 32,427.57
1	$ 33,019.59
2	$ 33,733.01
3	$ 34,407.67
4	$ 34,923.79
5	$ 35,213.85
6	$ 35,503.92
7	$ 35,793.98

Year 2019-2020 is a 2.5% increase over year 2018-2019

YEARS	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16
0	$ 33,238.25	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000
1	$ 33,845.08	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000
2	$ 34,576.34	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000
3	$ 35,267.86	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000
4	$ 35,796.88	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000
5	$ 36,094.20	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000
6	$ 36,391.52	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000
7	$ 36,688.83	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000

Year 2020-2021 is a 2.5% increase over year 2019-20

YEARS	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16
0	$ 34,069.21	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000
1	$ 34,691.21	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000
2	$ 35,440.75	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000
3	$ 36,149.56	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000
4	$ 36,691.80	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000
5	$ 36,996.55	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000
6	$ 37,301.31	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000
7	$ 37,606.05	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000

Year 2021-2022 is a 1.9% increase over year 2020-2021

YEARS	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16
0	$ 34,716.53	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000
1	$ 35,350.43	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000
2	$ 36,114.12	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000
3	$ 36,836.40	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000
4	$ 37,388.94	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000
5	$ 37,699.48	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000
6	$ 38,010.03	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000
7	$ 38,320.57	+ 500	+ 500	+ 500	+ 1000	+ 1000	+ 1000

ESTABLISHED EMPLOYEES

2019-2020: Salary increase of 3% over their 2018-2019 salary, plus any approved College Course Hours

2020-2021: Salary increase of 3% over their 2019-2020 salary, plus any approve College Course Hours

2021-2022: Salary increase of 2% over their 2020-2021 salary, plus any approved College Course Hours

Established employees will make no less than their corresponding years' experience on the salary placement schedule for new hires, as long as raise does not exceed TRS limit of 6%.

Appendix B

RETIREMENT AWARD AGREEMENT
(Application)

This Agreement is entered into on this _____ day of _____, 201__, by and between Triopia Community Unit School District 27 (hereinafter "Employer" or "District") and _____(hereinafter "Teacher") to establish the rights of Teacher to a retirement award payment from the Employer. It is expressly understood that this Agreement confirms the rights given to Teacher under the 2017-2019 collective bargaining agreement between the Triopia Federation of Teachers and the Employer. This Agreement does not alter in any way Teacher's right to any other benefits provided by the Employer via the collective bargaining agreement or other agreements.

1. The Teacher shall receive a retirement award payment upon submission of his/her irrevocable notice of intent to retire. Payment of the award is to be made pursuant to the terms of the Employer's collective bargaining agreement with the Triopia Federation of Teachers.

2. The Teacher's retirement award will consist of a total of three (3%) percent increase over total salary and shall be spread out over the pre-retirement period, subject to the 6% creditable earnings limitation.

3. Upon the intended date of retirement, Teacher will have a minimum of twenty (20) years of continuous full-time service in the Triopia School District; will be at least sixty (60) years of age or will have at least thirty-five (35) years of creditable service upon his or her last day of service to the District and will not retire under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System. If Teacher fails to complete the pre-retirement period, leaves the District prior to the designated retirement date or otherwise retires under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System, the District shall be entitled to damages for breach of contract against the Teacher in an amount equal to the retirement award payment received by Teacher, including tax and retirement withholdings.

4. The retirement award payment referenced herein is offered only as an incentive or bonus for retirement and does not represent compensation for services rendered by Teacher during his or her tenure with the District.

5. All payments made under the Teacher's retirement award will be made and paid following all applicable Federal and Illinois statutes, laws, and regulations.

6. Teacher shall not borrow against or assign the right to receive payments under this contract.

7. The laws of Illinois will apply to any disputes that arise under this contract.

For the Employer	Teacher
Date	Date

Appendix C

TRIOPIA CUSD #27 – ESP NEW HIRES STARTING HOURLY PAY CHART

	2019-2020	2020-2021	2021-2022
Building Secretary	$ 12.35	$ 12.50	$ 13.50
Bus Driver	$ 15.00	$ 15.00	$ 15.00
Bus Monitor	$ 10.00	$ 10.00	$ 11.00
Cook (Head)	$ 12.50	$ 13.00	$ 13.50
Cook (Assistant)	$ 10.25	$ 10.75	$ 11.25
Cook (Sub)	$ 9.25	$ 10.00	$ 11.00
Custodian (Head)	$ 12.50	$ 13.00	$ 13.50
Custodian	$ 10.25	$ 10.75	$ 11.25
Paraprofessional	$ 11.65	$ 12.00	$ 13.50

Current employees will earn hourly rate or percentage increase from previous year, whichever is greater.

TRIOPIA SUPPLEMENTAL JOBS FY20 – FY22

Tier 1	Athletic Director	$ 4,200.00
Tier 2	HS Head Coaches	$ 3,500.00
Tier 3	Yearbook Sponsor	$ 2,600.00
Tier 4	HS Assistant Coaches JH Head Coaches HS Cheerleading Sponsor Play Director Junior Class Sponsor	$ 1,900.00
Tier 5	Data Team Grade School Data Team Jr-Sr HS JH Assistant Coach HS 2nd Assistant Coach HS Poms Sponsor HS Scholastic Bowl Sponsor Assistant Play Director High School Speech Junior High School Speech National Honor Society High School Student Council	$ 1,100.00
Tier 6	Play Costumes Choral Director (Concerts and Contests) Band Director (Concerts and Contests) Play Orchestra Director Play Vocal Director Senior Class Sponsor	$ 600.00
Tier 7	Elementary Geography Bowl Sponsor Freshman Sponsor Sophomore Sponsors 7th Grade Sponsor 8th Grade Sponsor Non-Sponsor Senior Trip Monitor (as determined by administration)	$ 250.00

The schedule stipend is per job. If multiple people share the job, then the stipend is split evenly among them.

Drivers Education Behind the Wheel Before/After School Hours & Summer=$20.00/hour

FFA Sponsor-10 month contract