

AGREEMENT BETWEEN

THE BOARD OF EDUCATION

RED HILL COMMUNITY UNIT SCHOOL DISTRICT NO. 10

AND

THE RED HILL EDUCATION ASSOCIATION

2016-2017

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ARTICLE 1

RECOGNITION

1.1 Recognition and Bargaining Unit

The Board of Education of Red Hill Community Unit School District No. 10, hereinafter the "Board" recognizes the Red Hill Education Association, IEA/NEA, hereinafter the "Association" as the sole and exclusive bargaining representative for all regularly employed non-temporary certified teaching personnel, including guidance counselors, librarians, and certified nurse, and all regularly employed non-temporary custodial and cafeteria employees, but except the Superintendent, Principals, Assistant Principals and other supervisory and managerial personnel as defined in Illinois Educational Labor Relations Act.

1.2 Exclusivity

The Board agrees not to negotiate on hours, wages and other conditions of employment with any other organization or individual or group of individuals.

1.3 Definitions

In this Agreement the word "teacher" means a member of the bargaining unit whose position requires a professional educator's license, formerly called a teacher "certificate." The words "educational support personnel" or "ESP" mean a member of the bargaining unit whose position does not require a professional educator's license, and who is employed as a custodial or cafeteria employee. A "teacher" does not include classroom aides, library aides, or other individuals performing teacher aide functions.

ARTICLE 2

NEGOTIATIONS

2.1 Mediation

Should the parties fail to reach agreement on a successor agreement the parties will jointly request mediation assistance from the Federal Mediation and Conciliation Service.

ARTICLE 3

ASSOCIATION RIGHTS

3.1 Notice of Board Meetings

The Association President shall be given notice of regular and special board meetings in the same form and fashion as Board Members. An electronic copy of the Board Packet less any confidential material will be provided.

3.2 Board Minutes

A copy of Board minutes shall be provided the Association President following adoption thereof.

3.3 Announcements

The time and place of Association meetings may be announced on the school intercom and/or included in the daily bulletin, provided there is one.

3.4 Notification of New Employees

Names and addresses of new bargaining unit members will be provided to the Association within fourteen (14) working days of hiring, unless the employee objects.

3.5 IEA Delegates

- A. Should an Association member be elected alternate delegate or delegate to IEA Representative Assembly, the member shall be released up to two (2) working days without loss of pay or benefit to attend. The Association shall reimburse the District for the cost of the substitute if one is used.
- B. Association members shall be allowed to attend a total of two (2) conferences and workshops per year without loss of pay or benefits with the Association paying for substitute costs.

3.6 Distribution of Agreement

Within thirty (30) working days of ratification, the Board shall prepare this Agreement for distribution and distribute it to all Association members' District email accounts. Following adoption and ratification of the Agreement in which custodial and cafeteria workers are added to the bargaining unit, original counter parts will be prepared by the Board for signature and dated by the parties. The Board will make ten (10) photocopies of the original Agreement for the Association. The District will place the Agreement in PDF format on the District's website.

3.7 Exclusivity of Rights

All rights granted the Association shall be exclusive and not extend to other competing organizations, except the Board shall have the right to comply with all laws and regulations.

3.8 Payroll Deductions/Dues

Upon submission of a proper authorization form provided by the Association, payroll deduction will be made for Association dues, contributions, and other payments for bargaining unit members. Said authorization shall remain in effect from year to year unless canceled by written notice to the District and the Association prior to September 1st. The Association will notify the District each year of the dues amount for each employee so authorizing by September 1st. Dues so deducted shall be remitted within ten (10) working days from each pay period. The District shall not be liable for dues in arrears if it has complied with the procedure written above including insufficient earnings due to, but not limited to:

- A. Termination of employment
- B. Leaves of absence without pay
- C. Insufficient earnings to cover dues

Dues shall be deducted in substantially equal installments for the months of September through June.

3.9 Use of School Mailboxes

The Association shall be allowed the use of school mailboxes. A bulletin board shall be provided in each building for the posting of Association announcements.

3.10 Use of District Facilities and Equipment

The Association may use District buildings for Local Association business upon approval of the administration provided that such use shall not be withheld unless it would conflict with the school program or previously scheduled use by others. The Association may use District equipment and shall reimburse the District for expendables.

3.11 Association/Management Committee

A committee consisting of the Superintendent, members of the Board of Education and members of the Association shall be established as needed upon written notification of either side to the other. Committee members representing the Association and Board, respectively, shall not exceed three (3) in number except by mutual agreement of the Association and the Board representatives at a particular meeting.

The committee shall meet at a mutually agreeable time at least once each semester for the purpose of discussing matters of concern to either the Association or the Board pertaining

to the operation of the schools. Matters shall not necessarily be limited to discussions of mandatory topics of Collective Bargaining. Nothing precludes the holding of additional meetings of the committee by mutual agreement of the parties.

In order to allow for an informed discussion of issues, an agenda will be established ten (10) working days prior to the meeting and no topic will be added to the agenda unless agreed to by both parties. In order to place an item on the agenda, each side shall advise the other in writing at least ten (10) working days prior to the scheduled meeting. The Association shall advise the Superintendent of the topics it wishes to discuss, and the Superintendent shall advise the President of the Association of topics which the Board desires to discuss.

Minutes of these meetings shall be kept and distributed to all Board Members and the Association President. The minutes will be jointly written by representatives of both parties. There will be a secretary to take minutes in addition to the team members. In order to promote the free exchange of ideas, meetings shall not be considered Collective Bargaining; however, nothing shall preclude the parties from modifying the Collective Bargaining Agreement through the committee process if the Board and Association agree. The parties understand that meetings may be subject to the Open Meetings Act.

3.12 Fair Share

- A. Commencing with the 2012-2013 school year, each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount certified annually by the Association to the Board, and not exceeding the amount of dues uniformly required of members of the Association, including local, state and national dues. The obligation to pay a fair share fee shall not apply to any bargaining unit member employed by the District on September 16, 2012, who is not a voluntary member of the Association as of that date.
- B. In the event that the Bargaining Unit Member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association annually, which shall be no later than ten (10) days before the first pay date in September, the Board shall deduct the fair share fee from the wages of the non-member. Fair-Share will be deducted on the same schedule as voluntary dues deduction for bargaining unit members.

Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and
 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- C. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's non-negligent compliance with this Article

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association.

Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreed upon non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

- D. The obligation of the District to deduct fair share payments is contingent upon the Association's compliance with the Rules and Regulations of the Illinois Educational Labor Relations Board regarding fair share.

ARTICLE 4A

EMPLOYEE RIGHTS

(This Article Applies to All Members of the Bargaining Unit)

4A.1 Prohibition of Discrimination Based on Association Activities

The Board agrees it will not discriminate on the basis of participation in negotiations, grievance processing, membership or non-membership in the Association. The Association shall not proceed to arbitration on a discrimination charge upon which it has filed an unfair labor practice.

4A.2 Right of Representation

When an employee is required to appear before the Board or the Administration concerning any matter which will affect the employee's continued employment, or result in loss of salary, the employee shall be entitled to representative(s) of the Association present. The Administration will take measures to ensure that necessary meetings requiring the presence of representatives of the Association will be scheduled in a manner to avoid loss of instructional time unless such meeting is an emergency. This representative will be chosen by the Association. This shall not apply to regular evaluation conferences. Further, whenever an employee is required to appear before the Board for the above specified matters, the employee shall be advised in writing at least forty-eight (48) hours in advance of the reasons for the requirement.

4A.3 Personnel File

Each employee shall have the right, upon request, twenty-four (24) hours in advance, to review the contents of said employee's personnel file and to place therein written reactions to any of its contents. The review shall take place at a time agreeable to the Superintendent, but within two (2) business days to the Central Office of the request. A representative of the Association may, at the request of the employee, accompany the employee for this review. The Superintendent or his/her designee shall also be present for the review. One copy of any non-confidential information in the file per year shall be given to the employee on request at no charge.

4A.4 Payroll Procedure and Pay Day Schedule

Employees may elect to receive payment of wages over either a ten (10) or twelve (12) month period. When such election is made it may not be changed without Board approval.

Any reimbursements for travel expenses, etc., as well as any extra money reimbursed to a certified employee will be disbursed on the 2nd pay of each month.

Salary deduction for certified personnel for absence not covered by paid leave shall be computed by dividing the annual salary by one hundred eighty (180) days and multiplying by the number of absences. This does not authorize otherwise unauthorized absences.

4A.5 Mileage and Reimbursement

- A. All job-related mileage shall be either pre-approved, or the direct result of an assignment made by the supervising administrator.
- B. Employees will be reimbursed at the then-current IRS allowed rate for all authorized job-related travel for which they have to use their personal vehicles. Any reimbursement for authorized travel expenses of a member of the bargaining unit will be disbursed on the second (2nd) pay of each month.

- C. Employees shall keep a mileage log on the appropriate form provided on the school website. Should the school website be unavailable, forms will be available in each school office for employee use. This form shall be returned to the Unit Office once a month on a date specified by the Superintendent.
- D. Teachers who teach in buildings outside the county will be paid the shorter of the following round trips:
 - 1. From the regular District building to the out-of-District assignment and back.
 - 2. From home to the out-of-District assignment and back.

4A.6 Student Information

Classroom teachers shall be informed of medical problems of students assigned to them, of which the Administration is aware, which are reasonably anticipated to adversely affect classroom performance. Each building office shall maintain a District-wide list of student medical problems which shall be made available to teachers in case of emergency. Because of privacy rights of students, teachers shall be subject to discipline for revealing student medical information except to other employees with an immediate educational or administrative need to know such information in order to perform their duties. Cooks and custodians will be informed of student health information to the extent necessary for them to perform their duties.

4A.7 Substitutes

The Administration will take reasonable steps to secure substitutes.

ARTICLE 4B

EMPLOYEE RIGHTS (This Article Applies only to Teachers)

4B.1 Graduate Hours

Graduate hours earned by an employee that advance the employee on the salary schedule will be recognized as soon as earned, provided such credits are filed with the Superintendent by September 1st of that year. Only graduate hours earned after the attainment of a graduate degree in an education-related field will count towards further advancement on the salary schedule.

4B.2 Teacher Work Day Definition

The work day shall be from 8:00 a.m. through 3:45 p.m. with the following exceptions:

- A. Teachers may leave the building with permission of the building administrator.
- B. Teachers who have morning supervision may leave at an equal time early (e.g., teachers supervising from 7:50 a.m. may leave at 3:35 p.m.).
- C. On Fridays and before long weekend holidays and vacations, teachers may leave after the last student bus leaves, except that teachers may not leave early on the first or last day of school when the teachers have professional duties remaining.
- D. Teachers shall devote such additional time as may be necessary for scheduled parent/teacher conferences, open house, supervisory duties (e.g., bus and hall) volunteer club activities, compensated extra duties, teacher assigned student discipline or assistance, and emergencies, reasonable faculty meetings, institutes, in-service meetings and other special events and occasions established in past practice.
- E. **Preparation Periods.** The Board of Education will maintain planning time for teachers at a level commensurate with enrollment and scheduling. Every attempt will be made to maximize planning time in blocks. Each full-time 5th -12th grade teacher shall receive one (1) class period per day of prep time. Elementary teachers shall receive a minimum of one hundred fifty (150) minutes per week for prep time.
- F. **Traveling Teachers.** Any traveling employee will be provided with adequate time for travel time, lunch, and classroom preparation in consultation with the administrator(s) and employee involved.

4B.3 Duty-Free Lunch

Every certified employee will receive a duty-free lunch period of no less than thirty-five (35) minutes and in accordance with 105 ILCS 5/24-9.

4B.4 Lesson Plans

General lesson plans will be prepared for the ensuing week and be available to the Building Principal by the first working day of the current week per Faculty Handbook. This shall include delivery to the Building Principal, if requested. It is understood that lesson plans are educationally valuable; and that from time to time, if requested, an employee will report to the administration on his/her plans for student lessons. It is also understood that circumstances may cause teachers to alter or adjust these plans.

4B.5 School Calendar

The Board shall establish a school calendar which does not exceed one hundred eighty-five (185) days, including five (5) emergency days. If the five (5) emergency work days are not used for emergency purposes they shall not become teacher work days. The

Superintendent\Faculty Committee will be consulted and may recommend a school calendar for the Board of Education's approval.

4B.6 Censorship

If an individual or a group attempts to censor any textbooks, library materials, or other instructional materials, the following procedure will be implemented.

All complaints regarding the use of any instructional or educational materials shall be submitted to the administration.

A committee of employees competent in the pertinent subject area will be appointed by the Superintendent. The Association may name one (1) member to any such committee. The committee shall review the complaint and submit a written recommendation to the Superintendent.

The Superintendent shall review the committee's recommendation and shall forward it and the Superintendent's own recommendation to the Board. Disposition of the disputed material will be at the discretion of the Superintendent pending action of the Board.

4B.7 Changes in Teaching Assignments

Notice of changes in teaching assignments shall be provided to all affected teachers by July 1st. Other changes in assignments will be made only in emergency, such as, unexpected vacancies, unfilled vacancies, and changes in enrollment. Teachers dissatisfied with the change after July 1st, may resign without penalty.

4B.8 Dropping of Programs

Association input shall be sought before programs are dropped.

4B.9 Continuous Service of Teachers

- A. Continuous service shall be measured from the first day of the most recent continuous service to the District as a certificated employee. Part-time service to the District shall be prorated based on the normal school year and/or day.
- B. Should the District reduce the size of the faculty, the District shall not be required to align or change positions so as to avoid reduction in force. Teachers shall be reduced in force in accordance with groupings, with Grouping One teachers reduced first, and Grouping Four teachers dismissed last, among teachers qualified, including District qualifications established in job descriptions by May 10 of the year preceding the reduction in force. The Association will be afforded copies of changed job descriptions and opportunity to comment and provide input before the changes become effective, and may negotiate the impact of job description changes.

- C. Should teachers have equal seniority as defined above, ties will be broken in this order:
1. An average numerical calculation of each individual rating on the most recent summative evaluation with Excellent=4, Proficient=3, Needs Improvement=2, and Unsatisfactory=1.
 2. Graduate hours reflected as a lane on the salary schedule.
 3. Drawing of Lots.
- D. **24-12 Joint Committee.** The joint committee established by School Code Section 24-12 shall consist of three (3) employees selected by the Association and three (3) members selected by the Board. They shall meet at least once during the school term, no later than December 1st, to determine and review modifications to criteria for determining the Sequence of Honorable Dismissal list that the Joint Committee is authorized under School Code Section 24-12. Agreement of the Joint Committee (as determined by majority vote) must be reached on or before February 1st of a year of the agreements to be effective for the Sequence of Honorable Dismissal List that year.
- E. **Sequence of Honorable Dismissal List.** A copy of the Sequence of Honorable Dismissal List shall be provided to the Association President by seventy-five (75) days prior the end of the school term. The Association President shall also be provided a copy of the Sequence of Honorable Dismissal List with names attached at the same time. Employees shall have fifteen (15) school days from the distribution of the list to notify the Superintendent of errors within the list. The Association President and Superintendent shall work to resolve errors.
- F. **Reduction in Force.** In the event of reduction of certified employees, or recall following reduction in force of certified employees the Board shall follow procedures outlined in section 24-12 of Illinois School Code. Failure to respond within five (5) office business days of receipt of a notice of recall sent certified mail to last address supplied by the teacher will void recall rights.

4B.10 Vacancies

Notice of all confirmed vacancies for certified positions shall be posted in each attendance center and emailed to all certified staff.

- A. No position will be filled on a permanent basis until the vacancy has been posted for ten (10) calendar days. No vacant position shall be filled during the summer months for at least ten (10) calendar days following the mailing of such notice to the Association President, except that vacancies occurring within ten (10) calendar days of the commencement of school may be filled without regard to the restrictions contained in this section 4B.10.A.

- B. Any person may apply for a position for which he/she is qualified, and shall be given a conference with the administration upon the teacher's written request to discuss the teacher's interest and qualifications. The written request must be a separate document from the application packet and must be addressed to the Superintendent.
- C. Vacancies will be filled in accordance with 105 ILCS 5/24-1.5.
- D. Should an involuntary transfer be necessary, the Board shall first request volunteers. The Board shall make the final decision concerning vacancies and transfers.

4B.11 Student Punishment

The administration and Board will support teachers in appropriate efforts to insure acceptable student behavior. The Building Principal will advise teachers as to what punishment is acceptable.

Pursuant to the requirements of School Code Section 10-20.14, the Board has established and maintains a parent-teacher advisory committee to develop with the School Board policy guidelines on pupil discipline, school searches, a reciprocal reporting system with local police agencies, safety procedures and aggressive student behavior (bullying), and other matters. The Board shall appoint administrators or Board Members to serve on the parent-teacher advisory committee. The Association shall appoint teachers to the parent-teacher advisory committee in numbers equal to the number of administrators/Board Members. The Board shall also appoint parents to the parent-teacher advisory committee.

4B.12 Class Size

Any teacher who feels his/her class size is too large or in violation of District Class Size Policy (which is not made a part of this Agreement) shall have the right to meet with the Principal and/or Superintendent to discuss the need for an aide or to split classes. The Superintendent shall promptly either grant or deny the request. Should the request be denied, the teacher will be placed on the agenda of the next regular School Board meeting to explain the needed change. The decision of the Board of Education shall be final. Upon request of the teacher, a local Association representative may participate in these meetings.

ARTICLE 4C

CAFETERIA AND CUSTODIAL WORKERS (This Article Applies only to Cooks and Custodians)

4C.1 Call-in Pay

Custodians and cooks will be guaranteed one (1) hour's minimum pay if called in to work outside the employee's schedule for that week.

4C.2 Work Week and Overtime

If an employee actually works more than forty (40) hours per week, the employee will be permitted one and one-half (1 1/2) hour of compensatory time for each hour beyond forty (40) in that work week or paid one and one-half (1 1/2) times the employee's regular rate, at the discretion of the employee. Compensatory time must be scheduled and approved by the Building Principal, or in the absence of a principal, by the Central Office administration.

EXAMPLES:

Custodian AB is ill on Monday and does not work, but receives one (1) day sick leave pay. Tuesday, Wednesday and Thursday, AB works eight (8) hours. Friday, AB works nine (9) hours. AB is entitled to zero (0) overtime because he only worked thirty-three (33) hours in the week.

Custodian CD works ten (10) hours per day Monday through Thursday. The administration gives CD Friday off. CD is entitled to no overtime because he worked forty (40) hours in the week.

4C.3 Lunch Periods

Lunch periods will be scheduled by the administration for cooks and custodians who work six (6) or more hours per day. The scheduled day will include a thirty (30) minute paid lunch period during which the employee may be called upon to perform duties.

4C.4 Changes in ESP Assignment

Cooks and custodians will be informed of tentative assignments for the following school year by August 1.

4C.5 Assignment of Hours

Custodians and Cooks will be informed of their regular hours of work on or before August 1st. Regular hours of work may be adjusted due to special schedule days or events, absences, and other circumstances beyond the control of the District. Unless due

to other circumstances beyond the control of the District, the Board will provide at least two (2) weeks' notice to affected employees.

4C.6 Cook Licensure

The Board will pay the cost of the cook's required sanitation class and license.

4C.7.1 Custodian Work Day

Full-time custodians may be assigned to work twelve (12), eleven (11), or ten (10) months. Full-time custodians work eight (8) hours per day. During the student summer vacation, custodian hours may be changed to ten (10) hours per day, four (4) days per week, at the discretion of the Board.

4C.7.2 Paid Breaks

Custodians and cooks will be entitled to one (1) fifteen (15) minute break for each four (4) hours of work.

4C.7.3 Cook Work Days

- A. Head cooks work seven (7) hours per day for one hundred seventy-six (176) days per school year.
- B. Cooks' hours vary by building. Cooks work one hundred seventy-six days per year and hours vary from four (4) to seven (7) hours per work day.

4C.8 Saturday Events

Custodians occasionally work Saturday events, which, absent emergency or unanticipated situation, will be scheduled as a part of the custodian's regular forty (40) hour week. Unless due to emergency or other circumstances beyond the control of the District, the Board will provide at least two (2) weeks' notice to affected employees.

4C.9 Holidays

Paid holidays are those days set aside on the calendar when the employees are not required to work but for which they receive work credit and are paid their regular rate of pay.

Twelve (12) month employees shall be paid for, and the District shall observe, the following twelve (12) holidays: Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Thanksgiving Friday, Christmas Day, New Year's Day, Martin Luther King Day, President's Day or Abraham Lincoln's Birthday, Good Friday, and Memorial Day. If a waiver is granted which removes a holiday, a paid day will be added to replace the waived holiday. The intent of this language is to assure twelve (12) paid holidays per year. When Christmas Day or New Year's Day falls on a

Saturday or Sunday, the day shall be observed on the preceding Friday or following Monday.

Eleven (11) month employees hired on or before July 1, 2014, shall receive five (5) of the paid holidays listed above for twelve (12) month employees, and based around the employee's work schedule.

4C.10 Holiday Work

Cooks or Custodians may be required to work on holidays because of an emergency or for the continued operation and maintenance of the school facilities or property.

4C.11 Seniority for ESP

A list of cooks and custodians shall be arranged in order of their seniority on the Association bulletin board. Seniority shall be determined as of the first day of work of an employee as regularly employed. If the first day of work is the same, seniority shall be determined by the drawing of lots.

4C.12 Vacancy for ESP

Whether or not a vacancy exists shall be determined by the Board. Vacancies shall be filled as the Board determines is in the best interest of the District, in its sole discretion. There shall be no preference for currently employed employees when filling vacancies.

4C.13 Reduction in Force

All noncertified reductions in force shall be performed in accordance with 105 ILCS 5/10-23.5. The Board shall inform the Association of any impending reductions in force as soon as possible. If the Board has any vacancies for the following school term or within one (1) calendar year of the beginning of the school term, the positions thereby becoming available within a specific category of position shall be tendered to the employee so removed or dismissed from the category of position or any category of position so far as they are qualified to hold such positions on the date of recall. To be qualified, an employee on recall status must have worked in the District in that category of position.

4C.14 Subcontracting

The Board retains the right to, and there is no limit imposed by this Agreement on subcontracting of work or management of food service or custodial service in the District, except that if the Board elects to subcontract work, no educational support personnel of the bargaining unit employed on or before July 1, 2015 shall be replaced by subcontracting, and shall remain employed by the Board, except for termination of employment as is permitted by this Agreement or by law.

In the event the Board considers subcontracting bargaining unit work described in Section 10- 22.34c of the Illinois School Code, the Board will adhere to the requirements outlined therein.

ARTICLE 5

SUSPENSION WITHOUT PAY

5.1 Procedures

The Board reserves the right to impose suspensions with or without pay. Suspension without pay may be imposed for violations of Board policy or work rules. Suspension without pay shall be preceded by:

- A. Oral warning (first offense), and
- B. Written warning (second offense), except in cases involving:
 - 1. Dishonesty in respect to professional teaching obligations (i.e., any District duties or responsibilities);
 - 2. Violations of District policy concerning corporal punishment;
 - 3. Sexual harassment or misconduct relating to the District;
 - 4. Behavior which causes or poses a danger of personal injury or damage to property; and
 - 5. Willful failure to perform assigned duties.
- C. In cases where the Board determines just cause exists, Step A and/or B may be skipped.

5.2 Recommendation and Response

The Superintendent shall recommend any suspensions to the Board after affording the employee the opportunity to respond orally or in writing to written charges.

5.3 Review

Upon request, the employee shall be entitled to review before the Board of any recommended suspension. This review shall be within twenty (20) school days. The employee may be represented at the review at his/her own expense. The Board may employ a hearing officer. The review will be in closed session to the extent allowed by law.

At the review, the Superintendent shall be the moving party. The employee may cross examine. The employee may present such evidence as necessary. The Board will review the evidence presented without further advice or comment from the Administration.

An employee shall not be suspended without pay for reasons that are untrue, nor in a manner that is arbitrary or capricious. This provision has no effect upon tenured teacher dismissal, non-renewal of probationary employees, or letter of remediable notice.

5.4 Existing Causes of Action

The grievance procedure shall not apply to this provision; but this provision has no effect upon, and does not waive any causes of action which may exist.

5.5 Probationary Period

During the first ninety (90) working days of employment, noncertified employees may be dismissed for any reason, or without any reason at all.

5.6 Just Cause

No noncertified employee shall be given a written reprimand, suspended or terminated without just cause, except under the provisions of Section 5.5 above, or as otherwise provided for under law.

ARTICLE 6

LEAVES

6.1 Personal Leave

Upon request to the Administration full-time employees will be allowed three (3) personal leave days per school year; half-time employees will be allowed one (1) personal leave day per school year, subject to the following conditions:

- A. At least two (2) calendar days' prior written notice must be given to the administration.
- B. Employees shall have the right to maintain the confidentiality of the reason(s) for taking such leave. However, by applying for such leave, the employee shall be verifying that the leave is necessary for essential personal business which cannot be completed after the regular workday or on weekends. Personal leave shall not be available for employees to conduct a business for profit or to act as an independent contractor for wages or fees. However, persons may act as an election judge or work at a state tournament without pay from the District. Such days without pay shall not be personal leave days.

- C. Any unused personal leave will be added to the employee's accumulated sick leave on July 1st of each year.
- D. No personal leave may be taken immediately before or immediately after a holiday or any vacation period, except with the prior approval of the Administration.
- E. Personal leave days cannot be taken during the first two (2) weeks and the last two (2) weeks of the school year, except with the prior advance approval of the administration. Only one-time extraordinary events will be considered for Personal Leave during the first two (2) weeks and last two (2) weeks of the school year.
- F. All personal leave days granted must be taken in increments of at least one-half (1/2) day at a time.
- G. All personal leave days are subject to the availability of a substitute. The administration shall be vested with the responsibility of locating substitutes. The administration shall make reasonable effort to obtain substitutes, which shall include seeking volunteers for internal substitution.
- H. No more than four (4) teachers, two (2) cooks and one (1) custodian District-wide may be granted personal leave on the same day. The administration may waive this restriction at its discretion.
- I. In case of an emergency, the conditions in A., D., E. and H. above may be waived at the discretion of the administration and/or Board.
- J. Under the exceptions defined in D., E. and I. above, the administration shall be allowed to request reasons for the leave before determining if it will be granted.
- K. The restrictions of this provision may be waived by the Superintendent.
- L. The use of personal leave days to attend funerals shall be granted without restrictions A, D, E, G and H.

6.2 Leaves of Absence

Leaves of absence may be granted without pay to tenured teachers who desire to return to employment in a similar capacity at a time, as defined below, consistent with the needs of the District.

Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

- A. Written requests for leave of absence without pay shall be made at least three (3) months before the leave is desired, subject to final approval of the Board. The

Board has the right to waive the three (3) month requirement if it can be shown an emergency condition exists.

- B. Dates of departure, return and notification of intent to return shall be determined by the teacher and Superintendent prior to initiating the request to the Board.
- C. Leaves may be granted for:
 - 1. Advanced study leading to a degree in an approved university;
 - 2. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel shall improve the educational program;
 - 3. Military service;
 - 4. Birth or Adoption of a Child;
 - 5. Other reasons acceptable to the Board which will improve the educational program in the District.
- D. Teachers shall advance one (1) full year vertically on the salary schedule while on any approved leave of absence without pay, provided they have worked full time for seventy percent (70%) of the school year in which said leave is granted. Teachers shall advance one-half (1/2) year vertically on the salary schedule while on any approved leave of absence without pay, provided they have worked full time for forty percent (40%) of the school year in which said leave is granted.
- E. During an approved leave of absence, tenured teachers may continue insurance benefits, provided that the insurance carrier deems it acceptable and the teacher pays the cost of the premium on or before the 10th of each month.
- F. A teacher who is on approved leave of absence prior to February 15th of any school term shall notify the Superintendent by February 15th of his/her intention to return to work at the start of the next school term. The date of such notice for a teacher granted such leave after February 15th of any school term shall be sixty (60) calendar days before the start of the next school term. The Board shall notify such teacher in writing by certified mail of the requirements of this paragraph prior to the required date of such notice by such teacher.
- G. When approved in advance by the administration, custodians may take leave time up to one (1) hour during the work day for appointments, without loss of pay, so long as the work time is made up within the same pay period, or compensatory time is used as provided below. The request for the time off must be made at least one (1) entire working day in advance of the requested leave. If the custodian has earned but unused compensatory time, the compensatory time must be used first.

6.3 Professional Leave

Teachers will be allowed up to one (1) day per year to attend professional meetings in their teaching field. Attendance at such meetings must first be approved by the administration. The administration shall take into account the cost, requests made by other employees, distance from the District, the importance of the subject matter, and the applicability of the conference to the current educational needs of the District.

Reimbursable expenses are limited to the following:

- A. If privately owned automobiles are authorized for use, mileage of up to four hundred (400) miles round trip will be paid at the IRS current established rate. Mileage reimbursement will become effective upon the date this Agreement is signed or July 1, 2006, whichever comes later, and shall not be retroactive.
- B. Meal expenses at the lesser of actual cost or Thirty and 00/100 Dollars (\$30.00) per day for full days or overnight trip, or for partial days as follows:
 - 1. Breakfast at Five and 00/100 Dollars (\$5.00), provided travel commences prior to 6:30 a.m.
 - 2. Lunch at Ten and 00/100 Dollars (\$10.00).
 - 3. Dinner at Fifteen and 00/100 Dollars (\$15.00), provided travel extends past 6:00 p.m.
- C. Overnight lodging will be reimbursed at the following rates:
 - 1. One (1) day conference, no reimbursement.
 - 2. Two (2) day conference, one (1) night reimbursement.
 - 3. Three (3) day conference, two (2) nights' reimbursement.

The Superintendent may waive these restrictions at his/her discretion.

- D. If the Board pays for a conference day, the day is a professional day. If the Board pays for overnight lodging, the next day is chargeable as a professional day. However, Saturdays and holidays will not be counted as professional days.
- E. An employee will not be required to attend professional development activities encouraged by the administration on non-attendance days including emergency days.

6.4 Sick Leave

- A. The Board shall grant up to twelve (12) sick leave days per school term without loss of pay. Sick leave accumulation shall be up to the lesser of a maximum of four hundred fifty (450) days. Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family or household. Immediate family, for purposes of this article, shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, stepchildren, foster children, parents-in-law, step-parents, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents-in-law and legal guardians. One (1) additional day will be granted for each extended month. This supplements the School Code.
- B. If a full-time teacher, custodian or cook does not use any sick leave days during the fiscal year (July 1, through June 30), then the Board shall pay that employee a stipend of \$100.00.

6.5 Release Time

Upon request and approval by the Superintendent or his designee, teachers shall be released one (1) time per year to serve as consultants to other schools. Additional days may be granted by special permission of the administration.

6.6 Jury Duty and Subpoenas

The Board shall pay the regular wages or salary to employees called for jury duty or issued subpoenas related to school issues but shall deduct any compensation received for such duty.

6.7 Vacations

Custodians who work twelve (12) months per year will be entitled to vacation on the following schedule after having completed the number of years of work indicated:

After one (1) year and through nine (9) years:	Ten (10) days' vacation
After ten (10) years and through nineteen (19) years:	Fifteen (15) days' vacation
After the completion of twenty (20) years:	Twenty (20) days' vacation

Examples: Custodian Fred is hired on October 23, 2015. He is not entitled to vacation until October 23, 2016, when he is credited with ten (10) days' vacation.

Fred completes nine (9) years' employment on October 22, 2024. He is credited on October 23, 2024 with ten (10) days' vacation.

Fred completed ten years' employment on October 22, 2025. He is credited with fifteen (15) days' vacation on October 23, 2025.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 Definition

A grievance shall be any claim by the Association, employee or group of employees that a specific provision of this Agreement has been misinterpreted or misapplied. All time limits in this Grievance Procedure shall consist of school days; except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, all time limits will double, and the days shall be weekdays (i.e., Monday through Friday).

No grievance shall be processed pursuant to this Article unless the grievance commences at Step I of the Grievance Procedure within twenty (20) days of the event giving rise to the grievance or the employee's knowledge thereof, whichever is later.

7.2 Procedures

The parties acknowledge that the Board and the employee may resolve differences through informal communication. However, a grievance shall be processed as follows:

A. Step I

A grievant shall present the grievance in writing, setting forth specifically the acts grieved and the specific sections of this Agreement which are applicable, to the grievant's immediate supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. If the grievant so desires, an Association representative may attend the meeting with the supervisor. Within five (5) days of the meeting, the supervisor shall provide the grievant and the Association with the supervisor's written response.

B. Step II

If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within fifteen (15) days after receipt of the Step I answer. The Superintendent shall arrange with the Association representative (if the grievance is represented by the Association) or the employee for a meeting to take place within five (5) days of the Superintendent's receipt of the appeal. Within five (5) days of the meeting, the Association and the employee will be provided with the Superintendent's written response.

C. Step III

If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration. If the demand for arbitration is not filed with the Board within thirty (30) days of the date of the Step II answer, then the grievance shall be deemed withdrawn. If, within fifteen (15) days of the filing of the demand with the Board, the parties cannot agree upon an arbitrator, the demand shall be submitted to the American Arbitration Association, which shall act as the arbitrator of the proceedings.

7.3 Bypass

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

7.4 Class Grievances

Class grievances involving one (1) or more employees or one (1) or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step II.

7.5 No Reprisals Clause

No reprisals shall be taken by the Board against an employee for an employee's participation in a grievance where the employee's presence was required by the arbitrator or the Board.

7.6 Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the employees.

7.7 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

7.8 No Written Response

If no written decision has been rendered within the time limits indicated by a Step, then the grievance may proceed to the next Step, except that only the Association may take a grievance to binding arbitration.

7.9 Expedited Arbitration

If the parties mutually agree, in cases of individual grievances, the Expedited Arbitration Rules of the American Arbitration Association will be used. Otherwise, the Voluntary Labor Arbitration Rules shall apply.

7.10 Costs

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

7.11 Court Reporter and Transcripts

If only one (1) party requests the presence of a reporter, that party shall bear the cost of the reporter. If only one (1) party requests a transcript, then only that party shall bear the cost of the transcript. However, if both parties desire a transcript, then the parties shall share equally the costs of the court reporter and transcript.

7.12 Postponement

If only one (1) party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

ARTICLE 8A

EVALUATION

(This Article applies only to Teachers)

8A.1 Compliance

Any evaluation plan adopted by the District shall comply with the following.

8A.2 Procedures

- A. Prior to the commencement of evaluations in any given year, a member of the administration shall acquaint teachers with the formal, written evaluation procedures and instruments to be used. This may be done at a faculty meeting, and may also be done at pre-observation conferences.
- B. Non-tenured teachers will be evaluated annually, based upon at least two (2) formal observations and one informal observation. Tenured teachers shall be evaluated at least every other school term, and shall be based upon at least one (1) observation.
- C. The evaluator may conduct as many evaluations and/or observations in excess of the minimum as he/she deems necessary.
- D. Formal observations will be announced at least two (2) school days in advance. Informal observations may be announced or unannounced and may include incidents not intended to have been the object of observations. Such observations will be reduced to writing if they will be part of the evaluation.

- E. Information resulting from formal observations and informal observations will be utilized in completing the teacher's summative evaluation.

8A.3 Evaluator's Qualifications

Evaluators shall be legally qualified.

8A.4 Length and Reporting of Formal Observations

- A. The evaluator shall spend a minimum of one (1) class or lesson for teachers in self-contained classrooms for formal observations. Lessons may last less than one (1) class period. It is agreed that for some teachers, there are no regular "periods," such as elementary classes.
- B. The evaluator shall provide the completed teacher observation report form following a formal observation. A copy of the paper document may be left with the teacher at the end of class or within a ten (10) school day period following the observations, except in case of absence, emergency, illness, etc. If this procedure is not followed, the Association will notify the Superintendent and Board President in writing.
- C. Pre- and post-conferences will be held for each formal observation.
- D. If the teacher disagrees with the written information he/she may submit a written rebuttal within ten (10) school days of the conference.
- E. The building administrator shall prepare a formal evaluation in triplicate. The completed evaluation forms shall be signed by both parties. The original copy shall be forwarded to the District office for inclusion in the teacher's personnel file; the second copy shall be retained in the building files; and the third copy shall be retained by the person being evaluated.

NOTE: The teacher's signature only signifies that he/she has read and discussed the evaluation results and has received a copy. Absence of signature will in no way release the teacher from the requirements, expectations, responsibilities or end results stated or indicated in the evaluation process.

8A.5 Definitions

- A. **Formal Observation.** Planned observation lasting for the entire class period or less, including completion of pre-observation data sheet
- B. **Informal Observation.** Announced/unannounced, walk-in observation; need not last for whole lesson period.

- C. **Summative Evaluation.** Final, end evaluation. Judgment is made by the qualified administrator on teacher's performance based on collection of data obtained in formal and informal observations, and other reliable information.
- D. **Summative Evaluation Report (SER).** The completed teacher evaluation instrument.
- E. **Data.** Collection of information obtained from observation of teaching techniques, teaching artifacts, planning information, and other reliable information regarding performance criteria.

F. **Performance Ratings**

Excellent - Documented observations reveal performance of a commendable quality. Multiple strengths in many skill areas in the Criteria/Standards. Any identified weaknesses may be improved without the formal intervention of an administrator.) Education impacts positively upon students and upon the school environment.

Proficient - Documented observations reveal generally accepted levels of performance. Job requirements are expedited adequately. (Identified weaknesses may be improved by the teacher or by implementation of a "JIG".)

Needs Improvement - Documented observations reveal less than generally accepted levels of performance in one or more areas of job requirements, or job requirements are not timely effectively, efficiently and correctly met.

Unsatisfactory - Documented observations reveal significant weaknesses in areas of the Criteria/Standards and require direct intervention by an administrator. Continued performance at a level below expectations would have a negative impact upon students and upon the school environment.

8A.6 Grievances

Grievances regarding evaluation shall be limited to allegations of failure of the District to comply with the procedural requirements set forth in this Article 8. The assignment of performance ratings or a decision of the Board of Education to not renew a contract of a non-tenured teacher is not grievable except for failure to comply with the procedural requirements of this Article 8.

ARTICLE 8B

EVALUATION

(This Article applies only to Cooks and Custodians)

The administration shall evaluate cooks and custodians at least annually. The evaluator shall consider the employee's work habits, compliance with direction and instruction and rules and regulations, punctuality, relations with supervisors, co-workers, and to the extent applicable to the position, student and parents, and the quality and quantity of the employee's performance of duties, whether by job description or direction. Evaluations shall be reduced to writing and reviewed with employees.

ARTICLE 9A

RETIREMENT

(This Article applies only to Teachers)

9A.1 Accumulated Sick Leave

Upon retirement with at least fifteen (15) years of service to Red Hill CUSD #10 as a certified teacher, the Board will pay to the teacher Thirty and 00/100 (\$30.00) for each accumulated sick leave day over and above ninety (90) days. Only those days not used for service credit in the Teacher Retirement System may be used for this added retirement compensation. The teacher must have fifteen (15) years of service to this District; and

- A. Must be sixty (60) years of age with at least twenty (20) years of creditable service with the Illinois Teacher Retirement System; or
- B. Must be at least fifty-five (55) years of age with thirty-four (34) years of creditable service to the Illinois Teacher Retirement System and the Board of Education must not be required to pay a retirement percentage penalty to the Teacher Retirement System on behalf of the retiring employee.

The retiring teacher shall have the option to receive payment for any or the entire unused portion of sick leave in their final reportable TRS check. To avoid going over the state mandated salary cap, the payment for this unused portion of sick leave incentive will be paid after June 30 of the retirement year and before July 30 of the same year.

EXAMPLE: Teacher A has 200 days of accumulated sick leave when he/she retires to become an annuitant with the Teacher Retirement System and uses 170 of these days for an additional one year of service credit. Teacher A will be paid \$30.00 per day by the Board of Education for 30 days for a total of \$900.00. Teacher B has 89 days of sick leave at retirement. Teacher B receives no compensation from the Board of Education.

9A.2 Incentives

The Board may, at its discretion, offer or consider additional retirement or resignation incentives to individual employees. The Association will be informed of any individual negotiations.

9A.3 Retirement Incentive - Plan Notice of Intent to Retire and Additional Compensation

A. Qualifications and Eligibility

1. The teacher has at least twenty (20) years of teaching service as a certified staff member at Red Hill CUSD #10.
2. The teacher must be at least fifty-five (55) years of age within six (6) months of the last date of service.
3. The teacher has attained whatever requirements may be necessary under the Illinois Pension Code to eliminate any Board-paid penalties or contribution requirements on behalf of the teacher.
4. The teacher is ineligible for this benefit if the teacher's retirement shall be under the Modified Early Retirement Option.

B. Notice of Intent to Retire and Resignation

The teacher may select up to a three (3) year retirement incentive period by delivering an irrevocable written notice of intent to retire and resign to the Superintendent by at least March 1 of the year prior to the incentive commencing. No matter what incentive period the teacher selects, the teacher will receive an increase in creditable earnings of the lesser of six percent or whatever the set TRS maximum rate per annum, as compared to the scheduled creditable earnings of that teacher for the previous year. The six percent (6%) increase will be based upon the total credible earnings reported to TRS the previous year for the same work. Payment of the additional retirement incentive will occur in a one (1) time payment made in the 2nd paycheck of June of any year receiving the incentive. Any teacher wishing to exercise this provision beginning in 2016-2017 will be given sixty (60) calendar days following ratification of this Agreement by the Board of Education to turn in their notice.

EXAMPLE: Teacher AB is an eligible teacher who timely provides a timely three (3) year notice of intent to retire at the end of the 2014-2015 school year. AB's scheduled salary from the 2011-2012 salary schedule was \$45,000 for full-time regular school year employment. AB also received certificated compensation during the 2011-2012 school year of \$1,500 for an extra duty.

For the 2012-2013 school year, AB continues to perform regular full-time school year duties and the same extra duty. For 2012-2013, AB's regular salary shall not be determined by the 2012-2013 salary schedule, but instead shall be 106% of the 2011-2012 regular salary. AB's total compensation for the 2012-2013 school year shall be $(\$45,000 \times 1.06 = \$47,700 + (\$1,500 \times 1.06) = \$1,590$ for a grand total of \$49,290.00.

For the 2013-2014 school year AB continues to perform regular full-time school year duties but no longer performs the extra duty. For the 2013-2014 school year, AB shall receive salary of $\$47,700 \times 1.06 = \$50,562.00$.

For the 2014-2015 school year AB again perform regular full-time school year duties but takes on an extra duty with a regular stipend of \$1,000. For the 2014-2015 school year AB shall receive regular salary of $\$50,562 \times 1.06 = \$53,596 + 1,000 = \$54,596.00$.

"Total creditable earnings" means all compensation received by the teacher from the Board, which is recognized by TRS as "creditable earnings" such as salary, extracurricular payments, longevity pay, and board-paid TRS.

Should provisions of applicable law change whereby Board's or District's obligation to pay funds to the Teachers Retirement System changes after the effective date of this agreement, such that the District or Board is required to pay money to TRS or in respect to retirement of teachers not availing of the Modified Early Retirement Option, then this provision regarding retirement incentive shall, at the option of the Board, be deemed of no further force and effect, and the parties shall negotiate a successor provision. During any such negotiations, the *status quo* shall be that no payment described in this provision for retirement incentive shall apply or be due and payable to any teacher.

The text of this provision, (except where explicitly stated otherwise in the example) assumes that all teachers are employed full-time, and that their percentage of employment and work duties will remain the same during the periods following notice of intent to retire and irrevocable resignation. If a teacher's percentage of work decreases, salary will be decreased commensurate with the reduced work percentage.

EXAMPLE: Teacher HJ suffers a serious automobile accident, and as a result does not have stamina to work the entire day. She requests and is granted by the Board an accommodation to work two-thirds (2/3) time. She elects not to use any accrued sick leave in order to preserve it for TRS service credit. Her salaries, including any raise herein specified, is reduced proportionately to 66.66% of what it would have been if HJ had continued to work full time.

Nothing in this section "Notice of Intent to Retire and Additional Compensation" or any other provision in this Collective Bargaining Agreement requires the administration or Board to assign any teacher to duties such that his or her creditable earnings for any year will increase by more than six percent (6%) as compared to any prior year, if that teacher will be eligible to retire that year, or if that increased compensation in excess of six percent (6%) may be utilized by TRS in calculating that teacher's final compensation for TRS annuity purposes.

This provision is intended to create a benefit which does not cause the Board or District to pay penalties to the Teachers Retirement System for increases in total creditable earnings beyond six percent (6%). For this benefit to function as intended the work performed by the teacher and the compensation therefor shall not be altered except as agreed by the Board and Association. After a notice of intent to retire has been given, if a teacher fails or refuses to perform work upon which a prior year's creditable earnings total was based, then that teacher's subsequent year's creditable earnings shall be calculated as if the teacher had not performed the same work in the prior year. Similarly, the Board shall not remove work from a teacher necessary to achieve the intended levels of compensation absent good cause.

If a teacher or teacher's spouse suffers a catastrophic injury or illness after giving notice of intent to retire the teacher may rescind the notice of intent to retire and the irrevocable letter of resignation. The additional sums received by the teacher as a result of this provision shall be repaid by the teacher. The teacher and Superintendent shall reach a schedule for repayment by payroll deduction as a condition of the teacher's right to rescind. The teacher may apply to the Board of Education to rescind a letter of resignation under this section for other reasons, which the Board may grant in its discretion.

This section "Notice of Intent to Retire and Additional Compensation" requires the teacher and Board to predict that the teacher will meet retirement eligibility at a future time. Should it become apparent that the teacher will not actually be eligible at the indicated time, the Board shall have the right to cease six percent (6%) increases. In such case, if the teacher's reason to fail to meet eligibility is beyond the control of the teacher, the teacher shall repay the incentives, but teacher's notice of intent to retire may be withdrawn at the teacher's request.

- E. Once a teacher meets the threshold eligibility requirements as stated above, the employee must retire by the close of the school year that he/she first gains eligibility. The teacher must submit his/her irrevocable letter of resignation/retirement to the Board of Education by March 1 of the school year prior to his/her retirement under the one (1) year plan, by March 1 two (2) years prior to his/her retirement under the two (2) year plan, or by March 1 three (3) years prior to his/her retirement under the three (3) year plan. A TEACHER WHO BECOMES ELIGIBLE CANNOT DEFER ELIGIBILITY TO A FUTURE DATE. ELIGIBILITY OCCURS ONLY ONCE. Failure to retire at the close of the school year the teacher first gains eligibility will forever foreclose the teacher

from the benefits of this Retirement Incentive provision for the remainder of the teacher's employment with the District.

ARTICLE 9B

RETIREMENT

(This Article applies only to Educational Support Personnel)

Upon retirement with at least fifteen (15) years of service to this District, the Board will pay to the employee Thirty and 00/100 (\$30.00) for each earned and accumulated sick leave day which the employee could not apply for service credit upon retirement with the Illinois Municipal Retirement Fund. No such payment will be made at a time that would cause the employee to receive an increase in creditable earnings more than six percent (6%) from one (1) year to the next. However, any monies beyond six percent (6%) would be provided post-retirement in a lump sum, thus resulting in no penalty.

ARTICLE 10

COMPENSATION

(See APPENDICES A & B for Schedules)

10.1 Years of Experience in District (Vertical Movement on Schedule)

The years of experience in the District (vertical movement on the salary schedule) are based upon full years of full-time teaching. A full year of experience will be given any teacher who has worked full time for seventy percent (70%) of the school year. A half year of experience will be given any teacher who has worked full time at least forty percent (40%) of the school year. A half year of experience will be given any teacher who has worked one-half (1/2) time for at least seventy percent (70%) of the school year. Teachers shall not advance vertically on the salary schedule while on approved leave of absence unless they have worked full time for seventy percent (70%) of the school year.

10.2 Horizontal Movement on Salary Schedule

Horizontal movement on the salary schedule is accomplished by:

- A. Having an official grade report and transcript from the university demonstrating successful completion of the course on file in the District's administrative office by September 1 of the school year in which the credit is to be claimed.
- B. The course work must be approved in advance by the chief administrator or his/her designee if movement on the salary schedule is desired. Courses will be approved on the following basis:

1. If the course is in a prescribed course of study leading to an advanced degree, or
 2. If the course is pertinent to the teacher's area of education or if the course directly relates to the subject(s) taught by the teacher and is a graduate-level class, or
 3. If the District requests that a course is taken by a teacher.
- C. No horizontal movement will be allowed on the salary schedule until the individual has received enough semester credits to advance to the next salary column.

10.3 Mileage

The Board will reimburse employees at the IRS current established rate per mile for mileage on personal automobiles wherein such mileage is necessary to meet responsibilities approved by an administrator. Mileage reimbursement at rates specified in this paragraph will become effective upon the date this agreement is signed and shall not be retroactive.

10.4 Insurance

A. Certified Staff

The Board agrees to pay twelve (12) monthly payments up to Seven Hundred AND 00/100 Dollars (\$700.00) per month (but no more than actual cost) toward any of the insurance/HMO/PPO options. Employees may not receive cash in lieu of Board-paid insurance contributions. These amounts are available to employees who select the Platinum, Gold, or Silver Plans.

The Board agrees to pay twelve (12) monthly payments up to Five Hundred Forty AND 00/100 Dollars (\$540.00) per month toward any employee who selects the Bronze Plan. The difference in the benefit amount and the actual cost of the premium will be deposited into the employee's qualifying Health Savings Account.

The above increases shall take effect with the August premium each year. It is understood that coverage of employees is from September 1 through August 31 for each contract year.

Commencing with the first premium due during the term of this Agreement, for part-time employees, the Board contribution toward the cost of any insurance/HMO/PPO option shall be pro-rated to part-time employee status, subject to carrier restriction. For example, a sixty percent (60%) employee shall be entitled to a Board-paid contribution equal to sixty percent (60%) of that of a

full-time employee. This provision shall not affect part-time employees in the employment of the Board of Education prior to July 10, 1991.

When an employee resigns or retires before completing the school year, the Board paid contribution toward the cost of any insurance/HMO/PPO option shall be prorated on the basis of days worked to one hundred eighty (180) days.

The Association may request that an insurance committee be formed including, but not limited to, members of the Association, administrators, other employee bargaining unit representatives and other employee group representatives when it is felt a need exists. Egyptian Trust shall not be dropped as a carrier except by mutual agreement of all parties. The final determination of carrier(s) shall be made by the Board of Education.

The Red Hill Education Association has the right to discuss policy changes and rates at least thirty (30) days before they go into effect.

B. Educational Support Personnel

For cooks and custodians first hired before July 1, 2015, the Board shall make a contribution toward the cost of health care coverage for employees who work four (4) or more hours per day at least 174 days per year equal to the contribution for full time teachers. For cooks and custodians hired on or after July 1, 2015, the Board contributions shall be prorated on the basis of the percentage of full time employment for that category of position. For purposes of this provision cooks are full time at six (6) or more hours per day, head cooks are full time at seven (7) or more hours per day and custodians are full time at eight (8) hours per day.

10.5 Retirement

The Board shall deduct whatever is designated by the legislature from the employee's pay as shown upon the salary schedule and extra-duty schedule. The aforementioned payments shall be forwarded to the Downstate Teacher Retirement System and shall be treated as a tax-sheltered contribution under 414(h) (2) of the Internal Revenue Code.

The Board will "Gross Up" whatever is designated by the legislature of the Health Insurance Contribution. "Grossing Up" is defined as adding or "Grossing Up" the salary schedule and extra-duty salary schedule an amount equal to the amount designated by the legislature, then deducting that same amount from the employee's after-tax salary to pay the T.H.I.S. to the Teacher Retirement System.

The Association agrees to indemnify and hold harmless the Board from any liability for any damages or costs that may result as a direct consequence of the Board's compliance with this Article.

10.6 Payroll Deductions

Employees, upon request, will be provided payroll deduction for Association membership and to participate in a tax-sheltered annuity plan, credit union, and insurance program. In accordance with Illinois State Regulations, the Board of Education has adopted approved providers. Any teacher wishing to participate in a 403(B) plan must use one of the approved providers. A list of these approved providers will be available at the Unit Office.

10.7 Salary Requirements

The salary schedule and extra-duty schedule (Appendix A and B) include the contribution to the Downstate Teacher Retirement System and the contribution to the Health Insurance Contribution collected by the Teacher Retirement System. This salary schedule meets the requirements as set forth in Section 5/24-8 of the School Code.

10.8 Overload Compensation

If a junior/senior high teacher teaches seven (7) classes (or six (6) classes and supervises one (1) study hall) and that employee volunteers to regularly teach an additional academic class in the Junior/Senior High on a continuing basis, that teacher shall be paid for each additional class one-seventh (1/7) of the salary for an employee in the B.S. column of education with zero (0) years of experience.

10.9 Recognition of Outside Employment

Employment experience earned in other school settings shall be recognized for salary schedule purposes, commencing with the employees hired after the close of the 1993-94 school term as follows:

- A. Full-time public school service in Illinois.
- B. Full-time public school service in any State or United States Department of Defense school.
- C. Experience teaching at nursery schools or day care centers shall not be recognized.
- D. Experience teaching at levels beyond the twelfth grade shall not be recognized.
- E. Service less than full-time shall be recognized by the Board of Education as one-half year of service for each part-time year, except if the service was less than half-time, then no credit shall be recognized by the Board of Education.
- F. The District shall not be required to recognize more than ten (10) years of service in another school District or school system, but may do so at the discretion of the Board of Education. However, once service credit has been recognized and

allowed, that service credit shall be recognized for all future years of placement on the District's salary schedule for that employee with the exception that any employee may, after two (2) years of successful experience in the District, have the right to appeal to the Board of Education for recognition of any service credit not recognized upon employment. The employee is limited to one (1) appeal.

- G. Nothing in this provision affects salary schedule placement of employees hired prior to the end of the 1993-1994 school term.

10.9.1 Employment of Retired Teachers

Notwithstanding any other provision in this Agreement, when the District employs persons who have previously served the District or any other District and who have retired as an annuitant under the Teacher Retirement System, then such employees shall be paid at a rate not to exceed that of the M.S. plus zero (0) hours of education and ten (10) years of experience, irrespective of the number of years of experience of the employee or the number of educational hours recognized for that employee prior to retirement. Unless otherwise required by law in respect to such employees, the Board shall not deduct any teacher retirement contribution or T.H.I.S. contribution from such employee's pay unless subsequently required by law, since at the time of the making of this Agreement TRS contributions and T.H.I.S. contributions are not required in respect to persons who are annuitants. This provision shall not affect employees in the employment of the Board of Education prior to July 1, 1996.

10.9.2 Internal Substitutions

Teachers who are assigned to substitute for another teacher during their preparation period or in addition to their regular class will be paid at a rate of Fifteen and 00/100 Dollars (\$15.00) per class period. If the substitute works more than twenty-five (25) minutes, the substitute will receive Fifteen and 00/100 Dollars (\$15.00) per period. If the substitute works twenty-five (25) minutes or less they will be paid Seven and 50/100 Dollars (\$7.50). If a teacher volunteers to cover another teacher's class, they will not be paid.

ARTICLE 11

EFFECT OF AGREEMENT

11.1 Complete Understanding

The terms and conditions set forth in this Agreement constitute the full and complete understanding between the parties. This Agreement may not be modified except through the express written agreement of the parties.

11.2 No Strike

During the term of this Agreement, the Association agrees not to engage in a strike.

11.3 Duration

This Agreement shall be effective on the first day of school of the 2016-2017 school term, and shall remain in effect until June 30, 2017.

11.4 Work Rules

The Board of Education shall have the right to adopt reasonable rules concerning employee conduct.

11.5 Reasonable Accommodations Required by Law


The Board shall have the right to make modifications to working conditions as are necessary to reasonably accommodate employees with disabilities. The Association understands and agrees that the Board is not permitted to disclose medical records of employees, and, therefore, the Board shall not be required to justify changes in work rules when the Board certifies that the same are necessary in order to make reasonable accommodations to an employee with a disability.


11.6 Savings Clause

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

IN WITNESS THEREOF:

RED HILL EDUCATION
ASSOCIATION

By: 
President

By: 
Secretary

RED HILL COMMUNITY UNIT
SCHOOL DISTRICT NO. 10

By: 
President

By: 
Secretary

APPENDIX A
2016-2017 SALARY SCHEDULE
TEACHERS

Years Exp	BS	BS+8	BS+16	MS	MS+16	MS+32
0	\$35,421.92	\$35,771.92	\$36,121.92	\$36,821.92	\$37,521.92	\$38,221.92
1	\$36,136.92	\$36,486.92	\$36,836.92	\$37,536.92	\$38,236.92	\$38,936.92
2	\$36,851.92	\$37,201.92	\$37,551.92	\$38,251.92	\$38,951.92	\$39,651.92
3	\$37,566.92	\$37,916.92	\$38,266.92	\$38,966.92	\$39,666.92	\$40,366.92
4	\$38,281.92	\$38,631.92	\$38,981.92	\$39,681.92	\$40,381.92	\$41,081.92
5	\$38,996.92	\$39,346.92	\$39,696.92	\$40,396.92	\$41,096.92	\$41,796.92
6	\$39,711.92	\$40,061.92	\$40,411.92	\$41,111.92	\$41,811.92	\$42,511.92
7	\$40,426.92	\$40,776.92	\$41,126.92	\$41,826.92	\$42,526.92	\$43,226.92
8	\$41,141.92	\$41,491.92	\$41,841.92	\$42,541.92	\$43,241.92	\$43,941.92
9	\$41,856.92	\$42,206.92	\$42,556.92	\$43,256.92	\$43,956.92	\$44,656.92
10	\$42,571.92	\$42,921.92	\$43,271.92	\$43,971.92	\$44,671.92	\$45,371.92
11	\$43,286.92	\$43,636.92	\$43,986.92	\$44,686.92	\$45,386.92	\$46,086.92
12	\$44,001.92	\$44,351.92	\$44,701.92	\$45,401.92	\$46,101.92	\$46,801.92
13	\$44,716.92	\$45,066.92	\$45,416.92	\$46,116.92	\$46,816.92	\$47,516.92
14	\$45,431.92	\$45,781.92	\$46,131.92	\$46,831.92	\$47,531.92	\$48,231.92
15	\$46,146.92	\$46,496.92	\$46,846.92	\$47,546.92	\$48,246.92	\$48,946.92
16	\$46,861.92	\$47,211.92	\$47,561.92	\$48,261.92	\$48,961.92	\$49,661.92
17	\$47,576.92	\$47,926.92	\$48,276.92	\$48,976.92	\$49,676.92	\$50,376.92
18	\$48,291.92	\$48,641.92	\$48,991.92	\$49,691.92	\$50,391.92	\$51,091.92
19	\$49,006.92	\$49,356.92	\$49,706.92	\$50,406.92	\$51,106.92	\$51,806.92
20	\$49,721.92	\$50,071.92	\$50,421.92	\$51,121.92	\$51,821.92	\$52,521.92
21	\$50,436.92	\$50,786.92	\$51,136.92	\$51,836.92	\$52,536.92	\$53,236.92
22	\$51,151.92	\$51,501.92	\$51,851.92	\$52,551.92	\$53,251.92	\$53,951.92
23	\$51,866.92	\$52,216.92	\$52,566.92	\$53,266.92	\$53,966.92	\$54,666.92
24	\$52,581.92	\$52,931.92	\$53,281.92	\$53,981.92	\$54,681.92	\$55,381.92
25	\$53,296.92	\$53,646.92	\$53,996.92	\$54,696.92	\$55,396.92	\$56,096.92
26	\$54,011.92	\$54,361.92	\$54,711.92	\$55,411.92	\$56,111.92	\$56,811.92
27	\$54,726.92	\$55,076.92	\$55,426.92	\$56,126.92	\$56,826.92	\$57,526.92
28	\$55,441.92	\$55,791.92	\$56,141.92	\$56,841.92	\$57,541.92	\$58,241.92
29	\$56,156.92	\$56,506.92	\$56,856.92	\$57,556.92	\$58,256.92	\$58,956.92
30	\$56,871.92	\$57,221.92	\$57,571.92	\$58,271.92	\$58,971.92	\$59,671.92
31	\$57,586.92	\$57,936.92	\$58,286.92	\$58,986.92	\$59,686.92	\$60,386.92
32	\$58,301.92	\$58,651.92	\$59,001.92	\$59,701.92	\$60,401.92	\$61,101.92
33	\$59,016.92	\$59,366.92	\$59,716.92	\$60,416.92	\$61,116.92	\$61,816.92
34	\$59,731.92	\$60,081.92	\$60,431.92	\$61,131.92	\$61,831.92	\$62,531.92
35	\$60,446.92	\$60,796.92	\$61,146.92	\$61,846.92	\$62,546.92	\$63,246.92

APPENDIX A
2016-2017 SALARY SCHEDULE
COOKS & CUSTODIANS

CUSTODIANS

1st Year	2nd Year	3rd Year	4th Year	5th Year
80%	85%	90%	95%	100%
\$14.76	\$15.68	\$16.61	\$17.53	\$18.45

COOKS

1st Year	2nd Year	3rd Year	4th Year	5th Year
80%	85%	90%	95%	100%
\$13.83	\$14.70	\$15.56	\$16.43	\$17.29

Note: Head Cooks add \$1.00/hr

APPENDIX B EXTRA-DUTY SCHEDULE

Extra-Duties

Qualifications for extra-duty positions shall be determined by the Board and Administration. The Board may appoint non-bargaining unit members as coaches, sponsors or other supervisors of extra-curricular positions. However, prior to the time any such position is filled (other than on a temporary or emergency basis), openings for such positions shall be posted in accordance with the normal District procedure, and interested members of the bargaining unit may apply. The Board will post positions only in the event of an employee's retirement, resignation, or termination from an extra-duty position. Selection of the individual to fill such openings, or whether openings shall be filled at all, shall continue to be a matter of discretion of the Board.

Employee Protections

1. No employee shall be assigned a coaching position involuntarily. This does not include academic club sponsorship, music positions, prom sponsor, magazine sales sponsor, yearbook sponsor, or student council sponsor.
2. An employee may resign an extra-duty by giving notice at least sixty (60) calendar days before the end of the school term to resign effective the next school year.
3. The Board may not negotiate extra-duty stipends with individual employees above those minimum stipends specified in Appendix B.
4. The Board shall give notice to an employee at the time of hiring that there shall be no right to resign extra-duties that are expressly part of the terms for first employment for that employee. It will be at the discretion of the Board of Education to let employees performing an extra-duty under these circumstances to resign their positions.
5. Additional assistant coaches acceptable to the District will be employed if they are fully funded by voluntary contributions to the District.
6. No administrator shall hold a slot on the extra duty schedule unless so appointed by the Board of Education in an emergency or if there are no other candidates for the position. Such appointment shall be for one (1) athletic season. Reappointment of an administrator to an extra duty position shall require written agreement by the Association for each subsequent season.
7. Volleyball and Basketball Bookkeeper and Timer will be paid Thirty and 00/100 Dollars (\$30.00) per night for grades 7-12 home sporting events.

8. Float building chaperones. The administration agrees to assign and enforce all chaperone assignments during float building week.
9. Extra duty pay will be paid equally through regular yearly pay periods (10 or 12 month) or may be paid in one sum in the pay period of the month following the termination of the extra duty.
10. The Association will be given a list of extra duty sponsors as soon as possible at the beginning of each school year.
11. FFA Sponsors (2) will be allotted a nine and one-half (9.5) month contract.
12. The total number of participants used to determine whether or not an assistant coach will be paid will be determined on the first official contest for each sport as set by the IHSA, IESA, or SIJHSAA, whichever applies.
13. Noon Duty – pay will be Fifteen and 00/100 Dollars (\$15.00) per hour for the length of the contract.

No extra-duty assignment shall be deemed unreasonable if the foregoing has been complied with.

All coaches employed in an Extra-Curricular Stipend in the 2014-2015 school year that exceeds the flat rate salary will remain at the 2014-2015 rate in subsequent years so long as they remain employed in the same position(s). Any coach or club sponsor reinstated or employed in a different position will be compensated at the new flat rate stipend.

**APPENDIX B
EXTRA-DUTY SCHEDULE**

2016-2017 EXTRA-CURRICULAR STIPENDS

Duty	Rate	Duty	Rate
<u>Group 1</u>	<u>\$4,400</u>	<u>Group 5</u>	<u>\$2,100</u>
HS Head Football		HS Yearbook	
HS Head B Basketball		HS Dance	
HS Head G Basketball		JH Cheer	
<u>Group 2</u>	<u>\$4,250</u>	<u>Group 6</u>	<u>\$1,700</u>
HS Athletic Director		HS Scholastic Bowl	
HS Band Director		5/6 Head B Basketball	
<u>Group 3</u>	<u>\$3,500</u>	5/6 Head G Basketball	
HS Head B Track		JH Asst. Track (20+)	
HS Head G Track		JH Asst. Baseball (20+)	
HS Head B Baseball		JH Asst. Softball (20+)	
HS Head G Softball		<u>Group 7</u>	<u>\$1,400</u>
HS Head Golf		JH Scholastic Bowl	
HS Head Volleyball		<u>Group 8</u>	<u>\$1,000</u>
JH Head B Basketball		HS Student Council	
JH Head G Basketball		5/6 Cheer	
JH/5-6 Music		<u>Group 9</u>	<u>\$700</u>
HS Asst. Football		Science Club	
HS Asst. Football		FBLA	
HS Asst. B Basketball		FCCLA	
HS Asst. B Basketball		Spanish Club	
HS Asst. G Basketball		Jr. Prom Sponsor	
<u>Group 4</u>	<u>\$2,600</u>	Jr. Magazine Sales	
JR/SR HS Asst. Athletic Dir.		HS Math Team	
HS Asst. Baseball (20+)		HS Latin Club	
HS Asst. B Track (20+)		HS Art Club	
HS Asst. G Track (20+)			
HS Asst. Softball (20+)			
HS Asst. Volleyball			
JH Asst. B Basketball			
JH Asst. G Basketball			
JH B Track			
JH G Track			
JH Head Baseball			
JH Head Softball			
HS Cheer			

MEMORANDUM OF UNDERSTANDING

This letter of understanding is not part of the Collective Bargaining Agreement between the Red Hill Education Association-IEA/NEA and the Board of Education, is not part of the collective bargaining process, and is not grievable.

The Board understands that teachers should have adequate planning time. The Board will endeavor to maintain planning time for teachers at the current levels. The Board also recognizes that class size is important to teachers, and the equality of education. All other factors being equal, class sizes which are too large negatively impact instruction and education. The Board will endeavor to keep class sizes at or below current levels.

However, due to changes in enrollment, funding and grants, and other contingencies beyond the control of the Board of Education, the Board retains the final decision as to staffing patterns, which may affect class size, as well as planning time for teachers.

MEMORANDUM OF UNDERSTANDING

This Agreement is made by and between the Red Hill Education Association and the Board of Education of Red Hill Community Unit School District No. 10. This Agreement is not part of the Collective Bargaining Agreement between the parties, but is instead sets out the parties' intentions to prepare for the Performance Evaluation Review Act (PERA) implementation date applicable to Red Hill Community Unit School District, currently anticipated by the parties to be September 1, 2016.

A. BACKGROUND

PERA effectuates changes in the nature of evaluation of certified employees. No later than the PERA implementation date, the District's evaluation plan must include student performance as a significant element of teacher evaluation. At present, the District's evaluation plan does not include student performance as an element of evaluation.

PERA mandates that the District, like all other Illinois school districts, form a PERA joint committee consisting of equal numbers of members appointed by the Board and local sole and exclusive bargaining representative. If the PERA joint committee does not reach agreement as to student performance element of teacher evaluation in the district, within 180 calendar days of first meeting, then the District must default to the state plan regarding the student evaluation component.

The parties wish to form a PERA Exploratory Committee for the purposes of exploring the student component of evaluation, and other elements of certified employee evaluation as well, and to clothe that committee with authority to recommend, to the Board, on behalf of both the Administration and Association such things as evaluation education and training, pilot or other projects regarding evaluation, and changes to the District's evaluation plan instruments and tools. The goals of the PERA Exploratory Committee will be to (1) Anticipate the work of the PERA Committee, (2) Evaluate, explore and research evaluation plans and models, (3) Prepare recommendations for the PERA Committee and (4) Endeavor to make it such that the PERA joint committee can complete its work well before the PERA implementation date, so as to avoid, if possible, the imposition of any component of the evaluation plan by operation of law. The parties anticipate that there will be substantial continuity of membership between the PERA Exploratory Committee and the PERA joint committee.

The PERA Exploratory Committee shall be established with 4 members appointed by the Association and 4 members selected by the Board. This committee shall meet no later than January 1, 2013 and shall complete its work no later than January 1, 2015. The Board and Association shall each appoint a co-chair from their respective members. Otherwise, the committee shall establish its own procedures and methods, and reach agreement on the basis of consensus, which shall be agreement of at least three-fourths of the membership in respect to any given proposal.

B. PERA Joint Committee

A PERA Joint Committee shall be established with four (4) members appointed by the Association and four (4) members selected by the District. The charge of this committee shall be to consider the work of the PERA Exploratory Committee, and develop such changes to the District evaluation plan as are necessary or prudent to bring the District's evaluation plan into accordance with the Performance Evaluation Reform Act requirements. The Board and Association shall each appoint a co-chair from their respective members. Otherwise, the committee shall establish its own procedures and methods, and reach agreement on the basis of consensus, which shall be agreement of at least three-fourths of the membership in respect to any given proposal.

The PERA Joint Committee shall meet no sooner than the completion of work by the PERA Exploratory Committee and no later than January 15, 2015. This PERA Joint Committee must complete its work within one hundred eighty (180) days of its first meeting, in order to provide adequate time for adequate familiarization by certified employees of changes to the evaluation plan, instruments and tools. If the Board and Association agree, the PERA Joint Committee shall meet annually thereafter. Changes to the evaluation plan, tools and instruments approved by the PERA Joint Committee by consensus shall be implemented.

C. Release Time

Upon recommendation of the PERA Exploratory Committee and approval of the Board, Association members of the PERA Exploratory Committee and/or PERA Joint Committee may be given released time (such as through the hiring of substitutes) for the Committee work.