

Collective Bargaining Agreement

Between District 21 Education Association, IEA-NEA

And

The Board of Education,
Community Consolidated School District 21

Effective:

08/2010 – 08/2014
Certified and Educational Support Staff

07/2010 – 07/2014
Custodial-Maintenance Staff

FINAL

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EXPLANATION OF NUMBERING SYSTEM

This agreement covers three different staff member groups. Some sections will apply to all groups while other sections will apply to a specific group.

The agreement is broken down into four different and distinct sections as follows:

Articles in the 100 series - represents language applicable to all groups

Articles in the 200 series - represents language applicable to Certified Staff

Articles in the 300 series - represents language applicable to Educational Support Personnel

Articles in the 400 series - represents language applicable to Custodial Maintenance Staff

PARTIES TO THE AGREEMENT

This agreement is made and entered into between the Board of Education of Community Consolidated School District No. 21 of Cook County, Illinois (hereinafter referred to as the "Board") and the District 21 Education Association, an affiliate of the Illinois Education Association/NEA (hereinafter referred to as the "Association").

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ARTICLE 100

**RECOGNITION
FOR ALL STAFF**

Section 100.1: NEGOTIATING UNIT

The Board hereby recognizes the Association as the sole and exclusive negotiating representative for all regularly employed certified and non-certified staff members, except as noted below, who work 50% or more, hereinafter referred to as the "Defined Unit". Unless otherwise specified, as used in this Agreement, "ESP" refers to Educational Support Personnel and "CM" refers to Custodial/Maintenance Personnel.

However, all administrators shall be excluded from the "Defined Unit" including any part time administrative personnel having authority to hire, transfer, assign, promote, discharge, evaluate, or discipline other staff members or make recommendations thereon. All central office ESPs, including off-site ESPs, special needs learning facilitators and special needs resource personnel shall be excluded from the unit.

Section 100.2: REPRESENTATIVES

The Board agrees not to negotiate with reference to matters set forth herein with any staff member's organization other than the Association for the duration of this Agreement. It is understood that all negotiations are to be conducted with designated representatives of the Board and with designated representatives of the Association, hereinafter referred to as the Professional Negotiations Committee.

Section 100.3: SOLE BARGAINING REPRESENTATIVE

In being granted recognition as the sole and exclusive negotiating representative, the Association shall represent all staff members in the Defined Unit, regardless of membership in the Association and without discrimination.

ARTICLE 101

**DEFINITION OF RESPONSIBILITIES AND RIGHTS
FOR ALL STAFF**

Section 101.1: BOARD RIGHTS

The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the State of Illinois.

Section 101.2: STAFF MEMBER RIGHTS

All members of the Defined Unit shall have the right to form, join, or assist professional staff members' organizations, and to participate in professional negotiations with the School Board through representatives of their own choosing. Members of the defined unit shall have the right to refrain from any or all such activity, and membership shall not be a prerequisite for employment or continuation of employment of any staff member.

Section 101.3: SCOPE OF THE AGREEMENT

The Association and the Board agree to meet at reasonable times and negotiate on terms and conditions of employment.

Section 101.4: GOOD FAITH

It is agreed that both sides shall negotiate in good faith. The parties agree that "good faith" is defined as the mutual responsibility of the Board and the Association to deal with each other openly and fairly and to sincerely endeavor to reach agreement on items being negotiated.

Section 101.5: AUTHORITY TO NEGOTIATE

It is the mutual responsibility of the Board and the Association to confer upon their respective representatives on the Professional Negotiations Committee the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations, and to reach tentative agreements which shall be presented to the Board and Association respectively for ratification.

Section 101.6: DEDUCTION OF DUES

The Board shall deduct from the pay of each staff member who has provided written authorization to do so, current membership dues of the Association and such affiliate organizations as shall be covered by the authorization. Deductions shall commence within thirty (30) days after the signed authorization is delivered to the District business office and shall be prorated over the October thru June payrolls.

FAIR SHARE AGREEMENT:

- A. 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 of dues uniformly required of members of the Association, including local, state and national dues.
- 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, the Board shall deduct the fair share fee from the wages of the non-member.

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- C. In the event of any legal action against the Employer 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 Employer 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 Employer 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.
- D. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

It is expressly understood that this hold 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.

- E. The obligation to pay a fair share fee will not apply to any staff member who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such staff member 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 staff member to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

Section 101.7: ASSOCIATION RIGHTS

The Association shall have the right to hold general membership and executive meetings on school district property provided such meetings are scheduled through normal procedures. Such meetings shall in no way interfere with work-time, schedules, and the instructional program, unless authorized by the Superintendent or designee; and shall not include non-District personnel other than staff members of the Association or its affiliates unless authorized by the Superintendent or designee.

Duly authorized representatives of the Association shall have the right to use the District staff member voicemail, email and mailboxes for internal communications relating to the local Association business.

Space on staff member bulletin boards may be used to post notices of Association meetings, minutes of Association meetings, elections, results of elections, appointment of officers, and announcements of social and educational activities of the Association. Postings on DEA bulletin boards are not subject to time restrictions.

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Section 101.8: USE OF FACILITIES

The Association shall have the right to use school buildings and equipment, including district voicemail and email, under the terms of existing Board policy for school building usage, provided that (1) no Association's views on matters of supervisor-staff member or school Board-staff member relationship will be discussed in the presence of students, and (2) meetings scheduled under this provision shall not conflict with normal staff member assignments unless authorized by the Superintendent or designee, and (3) any extra expenses incurred by the Board will be reimbursed by the Association. This section shall be inapplicable if the meeting involves more than fifty (50) persons: In that case, twenty-five percent of those in attendance must be District staff members.

Section 101.9: CIVIL RIGHTS

The Board and Association each agree that they will not discriminate against any staff member in a manner which violates any civil rights as provided by state and federal guidelines, however, it is mutually agreed that this section shall not be grieved under grievance procedures as defined in Item C of Section 103.3.

Any disagreement regarding interpretation or implementation of this section may be resolved through the appropriate state or federal agency or court.

Section 101.10: NON-DISCRIMINATION

The Board will not discriminate against any staff member by reason of his/her membership in the Association, or his/her participation in collective professional negotiations with the Board, or his/her institution of any grievance under this agreement.

Section 101.11: FURNISHING INFORMATION

The Board agrees to permit the Association to inspect or agrees to furnish to the Association, in response to reasonable requests from time to time, all available information that is otherwise required by law. The Board will make available to the Association President or designee two copies of the meeting agenda of meetings of the Board of Education, including non-confidential materials elaborative of the agenda which are provided members of the Board of Education, and two copies of the minutes of such meetings following their approval. The Association agrees to furnish copies of any available pertinent information as reasonably requested by the Board or its representatives.

Section 101.12: NO STRIKE

The Association agrees not to strike, or deliberately engage in, or support, or encourage any concerted refusal to render uninterrupted services to the school district. In the event of any action in violation of this section of the agreement, the Association will immediately advise the participants that the action is in violation of the agreement unauthorized by the Association, and take such other actions as is reasonably within its power to bring the activity to an end.

Section 101.13: ADVISORY COMMITTEE

At the request of either party, representatives of the Association shall meet monthly with the Superintendent to discuss matters of mutual concern, including but not limited to elementary team planning time, qualifications for middle school team assignments, class size and case loads. Parties desiring the meeting shall submit an agenda of the items to be discussed at least twenty-four (24) hours in advance of the meeting, except in an emergency, written notice of a desire to meet shall be given at least three (3) teacher employment days in advance.

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Section 101.14: RESPONSE TO FORMAL ACTION

When any staff member is required to appear before the Board or an administrator to respond to a formal reprimand or notice of intended disciplinary or dismissal action, the staff member shall be given the reasons for such meeting in a written notice at least 24 hours in advance and shall be entitled to have a representative present during such meeting. If during the course of a meeting, a staff member believes that he/she may be subject to disciplinary action or dismissal, the staff member may at that time call for a representative of the Association to be present or for the meeting to be reconvened at a time when a representative can be present. Any staff member shall be entitled to have a representative of the Association present at any meeting with the Superintendent or designee or with the Board during which the staff member's actions or rights under this agreement are discussed.

Section 101.15: POLYGRAPH TEST

No staff member shall be required to take a lie detector test as a condition of employment. Nor shall the district discriminate in any way against any staff member who refuses to take such a test.

Section 101.16: DISCIPLINARY ACTION

Members of the Defined Unit, excluding those members in a probationary period, may be disciplined for just cause. Discipline includes, but is not limited to, written reprimands, suspensions, and discharge.

At the time action is taken against any staff member covered by this Section, written notice of the specific grounds forming the basis for disciplinary action will be delivered to the staff member and the Association.

Section 101.17: REVIEW OF PERSONNEL FILES

Each staff member shall have the right, upon giving the Human Resources Department reasonable notice, to review the content of his/her personnel file. Such review shall occur during normal business hours. A Board designee shall be present during such review. The right of the review shall not include confidential recommendations from other employers or persons, nor confidential data furnished by institutions of higher learning. The staff member shall have the right to place in his/her personnel file written reactions to any of its contents provided such is submitted within twenty (20) employment days of the staff member receipt of the item or of the review of the file, whichever shall first occur.

Section 101.18: NOTIFICATION OF ITEMS PLACED IN PERSONNEL FILE

Whenever any item(s) which could lead to disciplinary or discharge action against a staff member is (are) placed in any personnel file within the District, the staff member shall promptly be given a copy of said items together with notice that said item(s) has (have) been placed in the staff member's file.

Section 101.19: WAIVER SECTION

The Board agrees to notify the Association of any anticipated application for a waiver of any section of the Illinois School Code at the earliest of the following three events:

- A. Placing the discussion of such application on the agenda of a Board of Education meeting; or
- B. Scheduling a public hearing of such application; or
- C. Engaging in an unscheduled public discussion of such application.

Such notification will occur within three (3) working days following the specific event.

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Section 101.20: INTELLECTUAL PROPERTY

Intellectual property, including but not limited to such items as books, articles, teaching units, tests, student handouts, projects, and the like, created by the staff member shall remain the property of the staff member unless such items were created by the staff member as part of a workshop or training session sponsored by the Board or as part of a School District or building level committee established by the School District.

Section 101.21: INTERNET USAGE

The District provides the staff member no expectation of privacy in the use of District computers, e-mail or internet facilities. Staff members, however, shall not be liable for receipt of unsolicited e-mail or spam. A staff member shall notify their immediate supervisor of any unsolicited e-mail of an inappropriate nature within a reasonable period after receipt of said e-mail. Staff members may make reasonable personal use of District computers, e-mail and internet access, subject to rules and regulations agreed upon by the District and the Association. The parties agree that the e-mail and internet access shall not be used in violation of the Illinois Ethics Act.

Section 101.22: BUILDING COUNCILS

The District Education Association and the Board of Education agree that Building Councils are an integral part of building-level decision making in District 21 and both the Board of Education and the DEA are committed to their success. The guiding parameters for the Building Councils as agreed upon by both the Board and the Association are designated in the cooperatively produced document(s) 'District 21 Building Councils'.

ARTICLE 102

**NEGOTIATING PROCEDURES
FOR ALL STAFF**

Section 102.1: SELECTION OF REPRESENTATIVES

The Board and the Association each shall select their respective representatives who shall constitute a joint Professional Negotiations Committee.

Section 102.2: OPENING NEGOTIATIONS

Unless the Board and the Association agree otherwise, between January 1 and April 30 of the final year of the agreement the President of either party hereto may call for a meeting of the Negotiations Committee to be held at a time and place mutually agreed upon and such meeting shall be held within 15 days from date of request.

At all other times during a school year, a meeting of the Negotiations Committee may be called upon by the mutual agreement of the parties hereto, to be held at a time and place mutually agreed to by the parties.

The call for meetings of the Negotiations Committee shall be initiated upon the written request of the President of either the Board or the Association to the President of the other party and shall specify the nature of matters to be discussed.

It is agreed that this agreement shall be the basis for negotiation of future agreements; however, either party may propose additions, deletions or alterations to provisions in the agreement when the agreement renewal is being negotiated.

Within 30 days after the first meeting, complete proposals must have been made by both parties, unless the parties agree to alternative arrangements for proposals.

Section 102.3: TENTATIVE AGREEMENT

During negotiations, tentatively agreed-upon material shall be prepared for the Professional Negotiations Committee and signed by the members prior to the adjournment of the meeting or at the next scheduled meeting as agreed upon by both parties.

Section 102.4: MEDIATION

The Board and Association agree that should the mediation process be invoked, they will make a joint request to the Federal Mediation and Conciliation Service (FMCS) for a mediator. Should a FMCS mediator not be available, the parties will seek a replacement prior to contacting the Illinois Educational Labor Relations Board.

ARTICLE 103

**GRIEVANCE PROCEDURE
FOR ALL STAFF**

Section 103.1: DEFINITION

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

Section 103.2: STATEMENT OF PRINCIPLES

- A. The Association or an individual staff member covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual staff member from discussing a problem with Administration and having it adjusted without intervention or representation of organization representatives.
- B. A staff member who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
- C. The failure of the Association or an individual staff member to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- D. Any staff member has a right to be represented in the grievance procedure. The staff member shall be present at any grievance discussion when the Administration and/or the Association deem it necessary. When the presence of a staff member at a grievance hearing is requested by either party, illness or other incapacity of the staff member shall be grounds for any necessary extension of grievance procedure time limits.
- E. In any instance where the Association is not represented in the formal steps of the grievance procedure, the Association will be notified of the final disposition of the grievance which disposition shall not be in conflict with any of the terms or conditions of this Agreement.
- F. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held during school hours, at the option of the administration, all staff members whose presence is required shall be excused, with pay, for that purpose.
- G. It is agreed that any investigation or other handling or processing of any grievance by the grieving staff member or Association organization representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the staff member groups.

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- H. At the request of either party the other party shall provide copies of specified documents relevant to the grievance. If either party refuses to share any given document with the other party upon such request, the party so refusing shall be prohibited from using that document at any subsequent step in the grievance procedure.
- I. When a staff member is not represented by the Association, the Association shall be notified and has the right to be in attendance to present its view beginning at the third stage and thereafter. No staff member shall be required to discuss any grievance if the Association representative is not present, except in the first step with his/her principal or supervisor.

Section 103.3: PROCEDURES

- A. Time limits - All time limits consist of scheduled work days in the aggrieved staff member's calendar.
- B. First step - An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his/her principal or immediate supervisor.
- C. Second step - If the grievance cannot be resolved informally, the staff member or the Association may file the grievance in writing with their principal or immediate supervisor. The written grievance should state the nature of the grievance, should note the specific clause or clauses of the Agreement allegedly violated, and should state the remedy requested. The filing of the grievance at the second step must be within twenty-five (25) days of the event giving rise to the grievance, or of the date when the grievant could reasonably have become aware of such occurrence, providing during such period the principal or supervisor may request the grievant attend a meeting to discuss such grievance. If such a meeting is held, the response shall be given within fifteen (15) days of such meeting. If the grievance arises from a decision of an administrator above the principal or immediate supervisor, the grievance may be formally filed at the third step. If no meeting is held, the principal or designee shall file an answer within twenty (20) days of the filing of the grievance.
- D. Third step - In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved staff member may file within ten (10) days of the principal's or supervisor's written decision or answer at the second step, a copy of the grievance with the Superintendent. Within ten (10) days after such written grievance is filed, the aggrieved, representatives of the aggrieved as desired, the principal or supervisor and the Superintendent or his/her designee, shall meet to resolve the grievance. The Superintendent or designee shall file an answer within ten (10) days of the third step grievance meeting and communicate the reasons for the decision in writing to the staff member, the principal or supervisor, and the Association.
- E. Fourth step - If the grievance is not resolved at the third step, the Association may submit, in writing, within fifteen (15) days, a request to enter into binding arbitration. Within seven (7) days of said request, the parties shall request the American Arbitration Association to provide a panel of arbitrators in accordance with its practices.

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Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses. If either party desires a record of the proceeding, it may, at its own expense, provide it.

The Arbitrator, in his/her opinion shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her by the Board, the Aggrieved and the Association and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

ARTICLE 104

**SCHOOL CALENDAR
FOR ALL STAFF**

Section 104.1: CALENDAR CREATION

The representatives of the Board and representatives of the Association shall discuss and jointly determine recommendations for the school calendar. Such recommendations shall be submitted to the Superintendent for his/her recommendations to the Board for official action on or before March 1st of each year. Such discussions shall take place prior to any Board and/or Administration consultations with any other school districts concerning a multi-school district calendar.

Section 104.2: CALENDAR LENGTH

The Board shall establish for each school year a calendar which does not exceed one hundred eighty six (186) days. Any days in addition to one hundred eighty one (181) remaining at the end of the school year shall be dropped from the calendar at that time. The additional day over one hundred eighty days (180) shall be structured as follows: One half of the day shall be for building level professional development and one half of the day shall be for individual teacher record keeping. If a fifth emergency day is used, this institute/records day shall become a pupil attendance day.

Beginning with the 2011-2012 school year, the school calendar will not exceed one hundred eighty five (185) days. Any days in addition to one hundred eighty (180) remaining at the end of the school year shall be dropped from the calendar.

ARTICLE 105

**VACANCIES
FOR ALL STAFF**

Section 105.1: POSTING OF VACANCIES

- A. The Board shall post on the District's website and in the faculty lounge of all school buildings a notice of all new and promotional vacancies as they occur. Vacancies shall be continuously posted until filled. New vacancies shall mean vacancies in the bargaining unit commencing at the beginning of the next school term and any bargaining unit vacancies other than classroom staff members whenever they shall arise. Promotional vacancies shall mean administrative positions and notices of such vacancies shall contain the minimum certification requirements necessary to fill the vacancy.
- B. No vacancy shall be filled on a permanent basis until posted at least five (5) employment days. During summer recess or in case of emergency, the Association may agree to waive the five (5) employment day posting restriction.
- C. Failure of a staff member to be aware of such posting shall not be grounds for overturning the hiring of another person to fill the vacancy.
- D. Before filling any vacancies, consideration will be given to staff members who have requested a specific or general transfer. A staff member who has requested a transfer into a specific vacancy shall be granted an interview for that position. If a staff member who has applied for a specific vacancy and has not been transferred therein shall promptly request the same in writing; the Superintendent or designee shall provide the staff member the reason(s) why such application was not granted.

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ARTICLE 106

**LEAVES
FOR ALL STAFF**

Section 106.1: JURY DUTY

The Board shall pay the regular salary to staff members called to serve as jurists or subpoenaed to appear before legal review panels as witnesses. This section shall not be applicable to any matter where the staff members and/or the Association are adversary parties to the Board.

Section 106.2: FAMILY AND MEDICAL LEAVE (FMLA)

A. **Definitions - As used in this Section:** "Eligible staff member" means a member of the bargaining unit who has been employed with the Board for at least one (1) school year and has at least 1,250 hours of service with the Board during the previous twelve (12) months. For purposes of determining hours of service for eligibility purposes, the number of days of service reported to the Teachers' Retirement System or Illinois Municipal Retirement Fund shall be multiplied by 7.5 hours per day.

The term "equivalent position" shall mean any position for which an eligible staff member is certified and/or legally qualified to work with compensation and benefits equal to or better than the compensation and benefits received by an eligible staff member prior to being granted a leave under this Section.

Other terms shall be as defined in the *Family and Medical Leave Act* (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

B. **Leave:** Eligible staff members shall be granted a total of twelve (12) work weeks of unpaid leave during any twelve-month period for reasons including, but not limited to, the following:

1. the birth of a child, and to care for the newborn child;
2. the adoption of a child or the placement of a foster child;
3. to care for a spouse, son, daughter, or parent who has a serious health condition; or
4. a serious health condition that makes the staff member unable to perform the functions of his/her job.

A second FMLA leave cannot begin until twelve (12) months after the completion of the previous FMLA leave.

C. **Use of Accrued Paid Personal or Sick Days for B(3) or B(4) above:** Eligible staff members requesting leave for reasons "B(3)" or "B(4)" above may also use accrued paid personal or sick leave. If requested by the eligible staff member and after all available accrued paid personal or sick days have been expended, the Board shall grant any necessary additional unpaid leave so that the total of available family and paid medical leave equals 12 weeks.

D. **Continuation of Health Insurance:** The Board shall maintain health care coverage at Board expense for the duration of the twelve (12) week family and medical leave period at the same level and under the same conditions that existed at the time of the commencement of this leave. Thereafter, with the approval of the insurance carrier, health care coverage may be continued at the expense of the staff member.

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- E. **Accrued Benefits:** No eligible staff member taking family and medical leave shall experience the loss of benefits, such as group life insurance, disability insurance, or pension benefits accrued before the date the family and medical leave started.
- F. **Notification:** An eligible staff member shall provide the Administration at least thirty (30) calendar days advance notice before the date the leave is to begin of the staff member's intention to take the leave, if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the eligible staff member or of a family member. Additional notice of the staff member's intention to return shall be provided to the Administration at least thirty (30) calendar days before the date the leave is to terminate, provided that the need to return is foreseeable.
1. An eligible staff member shall make every reasonable effort to schedule planned medical treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider.
 2. If thirty (30) calendar days advance notice is not practicable due to a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice of the staff member's intention to take leave must be given to the Human Resources Department as soon as practicable after the need for leave becomes known to the staff member.
- G. **Intermittent Leave or Leave on a Reduced Schedule:** If an eligible staff member employed principally in an instructional capacity requests intermittent leave or leave on a reduced schedule for medical treatment which is foreseeable and requires the staff member to be on leave for more than 20% of the total number of working days in the period over which the leave extends, the Board may require the staff member to elect either:
1. to take leave for a block of time not to exceed the duration of the planned medical treatment; or
 2. to transfer temporarily to an available alternate position for which the staff member is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave.
- H. **End of Academic Term:** If an eligible staff member is employed in an instructional capacity and begins family and medical leave:
1. more than five (5) weeks prior to the end of an academic term, the Administration can require the leave to extend to the end of the academic term if the leave is of at least three (3) weeks duration and the return to employment would occur within three (3) weeks of the end of the academic term; or
 2. for leaves taken for reasons other than the staff member's serious health condition less than five (5) weeks prior to the end of the academic term, the Administration can require the leave to extend to the end of the academic term if the leave is of at least two (2) weeks duration and the return to employment would occur within two (2) weeks of the end of the academic term; or
 3. less than three (3) weeks prior to the end of the academic term, the Administration can require the leave to extend to the end of the term if it is greater than five (5) working days.
- I. **Medical Certification:** Should an eligible staff member request family and medical leave under subparagraphs B(3) or B(4), concurrently with the required notification under Paragraph F, the staff

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member shall provide a written certification from a health care provider of the reasons for the staff member's request for family and medical leave.

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

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

During the period of an eligible staff member's family and medical leave under subparagraphs B(3) or B(4), the Board may require at reasonable intervals periodic recertification from the health care provider of the staff member or the staff member's ill family member.

Prior to returning to work from leave pursuant to subparagraph B(4), the staff member shall provide to the Board a certification from the health care provider rendering an opinion as to the staff member's fitness to return to work.

- J. **Restoration to Employment upon Return from Leave:** An eligible staff member returning from family and medical leave shall be restored to an equivalent position with equivalent benefits, pay, and other conditions of employment.
- K. **Repealer:** In the event the *Family and Medical Leave Act* is repealed, then this section of this Article shall, as of the date of repeal, no longer be in force and effect.
- L. **Federal Rules & Regulations:** This section will be applied according to current federal rules and regulations and judicial decisions.

Section 106.3: Leave for the Birth or Adoption of a Child

Each staff member, male or female, may choose one of the following options for leave following the birth or adoption of a child and will notify the District Human Resources Department as to which option they are choosing:

- A. **Paid Sick Leave:** The staff member may take paid sick leave, using previously accumulated sick days. In the absence of medical indications to the contrary, the period of disability resulting from child birth shall be assumed to be six consecutive calendar weeks (nine consecutive calendar weeks for a C-Section) commencing with the birth of the child. So, for example, a staff member whose child was born in early January could normally expect paid sick leave through the middle of February; a staff member whose child was born in mid-May could normally expect paid sick leave only through the end of the school year, perhaps 3 weeks, depending on the school calendar for that year; and a staff member whose child was born at the end of June would normally expect to be able to take no paid sick leave. This option is available to both full-time and part-time staff member. By choosing this option, the staff member is then entitled to only six weeks of FMLA leave, if otherwise eligible, for that child in that twelve month period.
- B. **FMLA Leave:** If eligible, the staff member may take up to 12 weeks unpaid FMLA leave. These 12 weeks are work weeks, and may be separated by vacation or recess periods, so that, for example a staff member might take 3 weeks at the end of one school year, and 9 weeks at the beginning of the following school year. (The Board pays the employer portion of medical insurance premiums during this 12 week period.) Part-time staff member who do not meet FMLA requirements may take up to 12 weeks of unpaid leave under the same terms and

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conditions as full-time staff member so that a half-time staff member would be able to take up to 60 half-days of this leave. (See Section 106.2)

- C. **Combination of Sick and FMLA Leave:** The staff member, after consulting with the District, may combine sick leave and, if eligible, unpaid FMLA leave sequentially, for a maximum of 12 weeks; up to 6 calendar weeks (nine consecutive calendar weeks for a C-Section) paid, as described in A) above, plus sufficient work weeks of unpaid FMLA leave, as described in B), to bring the total to 12. So, for example a staff member whose child was born in early January, could take six calendar weeks of sick leave, which would last until mid-February and be followed by up to six work weeks (30 work days) of unpaid FMLA leave; a staff member whose child was born in mid-May might take paid sick leave through the end of the school year, perhaps 3 weeks, depending on the school calendar for that year, and then take up to 9 work weeks, 45 actual work days, of unpaid FMLA leave at the beginning of the following school year; and a staff member whose child was born at the end of June would take no paid sick leave, but would be able to take up to 12 work weeks, 60 actual work days, of unpaid FMLA leave at the beginning of the following school year.
- D. **Extended Unpaid Leave:** Tenured staff member or non-tenure staff member who have completed two (2) full years in District 21, who choose not to use any of the aforementioned leave may be granted an extended unpaid parental leave without pay or other benefits subject to the following conditions:
1. Application for such leave shall be made in writing to the Human Resources Department at least four (4) months prior to the anticipated birth of the child.
 2. Human Resources and the staff member shall agree upon a plan for commencement and termination of such leave, using as the primary guidelines the maintenance of continuity of instruction for students and medical factors as determined by the staff member's physician which might affect the ability to perform her duties. In any event, the leave shall not exceed a maximum of two school years.

Except in unusual circumstances approved by the Human Resources Department, resumption of employment following the leave shall occur at the start of a new school term.

When a staff member returns from such leave, the staff member's preference in building and grade subject area assignment shall be fully considered. Any leave which commences during the summer recess shall commence no later than June 30th. The leave may be for the remainder of one (1) school year and the immediate following school year.
 3. Sick leave shall not be applicable during the period of parental leave under this Section. Any accumulated sick leave available at the commencement of the leave shall be available to the staff member upon return to employment in the District. Sick leave may not be used to extend parental leave.
 4. With the consent of the carrier, the staff member may maintain insurance benefits by making timely payments of all premiums which may be due to the business office or pursuant to its direction.

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5. Any staff member who has been employed ninety-three (93) or more days of the school year prior to the commencement of such leave shall be entitled to such advancement on the salary schedule and seniority status as he/she would have had if the leave had not been granted. If the leave exceeds the year such leave commences, the second year shall not be considered for seniority or step advancement on the salary schedule.
6. Any staff member desiring parental leave under this Section as a result of becoming an adoptive or foster parent shall notify the Human Resources Department in writing upon the initiation of such adoption proceedings or notification of anticipated foster placement. Leaves shall be granted upon satisfactory written notification to the Human Resources Department of the date the child is expected to be received. It shall be the responsibility of the applying staff member to keep the Human Resources Department informed of the status of the proceedings, and as soon as known, the expected date of the delivery or placement of the child.
7. Anything herein to the contrary notwithstanding, a staff member who has been granted a parental leave of absence under this Section shall not become eligible for a subsequent parental leave unless and until such staff member has returned to full-time service for at least one complete school term, provided under exceptional circumstances the Board may grant such a leave in its sole and absolute discretion. The granting or withholding of such leave shall not be precedent setting.
8. Nothing herein shall be construed as requiring any staff member to apply for a parental leave under this Section.
9. After a non-tenure staff member has completed two (2) full years of teaching, he/she may be entitled to this unpaid extended leave if the Superintendent or designee approves such leave. The staff member's job status in the District will not change and he/she will be subject to the same policies and regulations as any other non-tenure staff member.

Upon returning from this unpaid extended leave, the staff member must complete the number of years needed to fulfill four (4) active, full years of probationary employment. The unpaid extended leave will specifically not count toward the completion of the required four full years of probationary employment.

A non-tenure staff member returning from such leave will only be placed in an assignment for which they are qualified to teach if there is a vacancy. There will be no "bumping" of other non-tenure staff members to create a vacancy.
10. Under unusual circumstances the staff member may apply to return early from such unpaid extended leave and shall be re-employed, provided such reemployment shall not be precedent setting and shall not create any liability or other impediment for the Board.

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Section 106.4: ASSOCIATION LEAVES

- A. Upon written request to the Human Resources Department or designee at least twelve (12) employment days in advance, leave of absence with pay shall be granted to staff members who are official delegates to the annual convention of the Illinois Education Association, provided such leave shall not exceed a total of fifteen (15) days for all such delegates.
- B. Additional requests for leave for Association business, which shall be described, shall be granted upon similar application, provided:
1. The Association shall promptly reimburse the Board in an amount equal to regular substitute pay for each day of leave.
 2. The total number of leave days shall not exceed twenty (20) in any school year.
 3. The application shall be submitted by the Association president or designee.
 4. Such leave shall be computed in units of one-half days.
 5. No one staff member may use more than eight (8) days in any school year.
 6. No personal leave or any other kind of leave may be used for Association related activities.
- C. In addition to the above, the Association president shall be released from classroom duties at his/her request, as agreed upon by the Superintendent or designee and Association President, but no less than one-half day per month, providing notice is given to the building principal or supervisor five (5) days in advance. The Association shall promptly reimburse the Board for substitute pay for such leave. When possible, a permanent designated substitute staff member will be used.
- D. The relationship between an educational professional organization and an employer can function most productively in a cooperative problem solving mode. For the purpose of exploring improvements related to educational issues of mutual concern and for the purpose of identifying operational problems that effect the collective bargaining agreement, the District 21 Advisory Committee has been established. The Superintendent and the Association President shall agree on release time for Association members' participating in District committees.
- E. The Board agrees to allow a full-time staff member to be released for Association duties for no more than .5 full time equivalent (FTE) in exchange for the Association reimbursement of a percentage equal to the release percentage of the staff member's salary including TRS or IMRF, payable on a monthly basis.

For all purposes under this agreement and under law, the staff member so released shall be considered a full-time staff member of the District.

Both parties agree that this provision may be cancelled by either the Board or the Association with a minimum of three (3) months advance notice. No reason will be required for such cancellation, and this provision of the agreement shall not be subject to the grievance procedure or other legal action.

Section 106.5: BEREAVEMENT LEAVE

Bereavement leave shall be available, in addition to sick leave, for up to three (3) days for the death of a member of the staff member's immediate family that includes parents, spouse, (step)brothers, (step)sisters, (step)children, grandparents, grandchildren, grandparents-in-law, parents-in-law, brother-in-law, sisters-in-law, aunts, uncles, nieces, nephews, cousins, and legal guardians.

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Section 106.6: SICK LEAVE – PHYSICIAN’S NOTE

A staff member may be required to provide a physician’s documentation after three consecutive days of sick leave.

Section 106.7: RETURNING FROM LEAVE

The Board acknowledges the desirability of reassigning staff members returning from leave to the same building and grade or subject area prior to placement of newly employed staff members. If the Board shall determine it is necessary to organizationally transfer or reassign a staff member returning from a leave of absence, such transfer or reassignment shall be governed by Article 204 of this Agreement to the extent feasible. Such staff member shall not be assigned to a position of full-time substitute staff member if any other position is available for which the staff member is certified and provided such returning staff member shall not be so assigned if newly employed staff members have regular assignments.

In all instances where a staff member is granted a leave of absence of eight months or more, the Human Resources Department, no later than January 15th, shall so request in writing from the staff member a statement of the staff member’s intent to return for the following school year.

The staff member shall have until February 15th to respond to this request and state whether he/she intends to return from said leave. Failure to so advise the Human Resources Department of intent to return as required by this policy shall be treated as an election not to return to employment and as a resignation from the District.

As a condition precedent of any unpaid leave of absence, the staff member agrees to waive any claim to unemployment compensation during the period of such leave and any vacation or recess period immediately preceding or following such leave.

ARTICLE 107

**SALARY AND FRINGE BENEFITS
FOR ALL STAFF**

Section 107.1: HEALTH, DENTAL, ACCIDENT AND LIFE INSURANCE

The Board shall pay the premiums for group health and accident insurance and group term life insurance equal to the staff member's annual salary to the nearest one thousand dollars for all staff employed half-time or more.

Each staff member will pay ½ of 1% of his or her base salary or wage for individual health insurance coverage. Once that begins, staff members can drop individual coverage, provided that they show evidence of coverage in another group program and provided that at least 75% of the members in the defined unit remain in the program. If more than 25% of staff members in the Defined Unit wish to drop coverage, selection will be based on seniority of staff members in the Defined Unit. To the extent allowable by the carrier, those dropping coverage will be allowed back into the plan without pre-conditions or evidence of insurability in a change of life situation similar to that currently allowed for family coverage. The staff member dropping coverage will have no claim on the resulting premium cost savings. Instead, the money saved will remain the property of the District.

Health and dental insurance coverage shall begin for new hires on their first day of actual employment.

The hospitalization-major medical policy shall be the Blue Cross/Blue Shield PPO package and the program as in effect in the 2009-2010 school year or the equivalent as agreed upon by the Board and the Association.

A. DEPENDENT COVERAGE

For new hires, dependent coverage will commence on their first day of employment, if elected, on a payroll deduction basis.

Full and half-time staff members will contribute 17.5% of the portion attributed to the family premium amount provided that the total family premium increases by no more than 15% from any given school year to the next. In the event that the family premium does increase by more than 15% over the previous school year, the staff member's 17.5% share will be based on a premium increase of 15%.

The Board will pay all additional premiums.

Applicable for the 2010-2011 school year, a staff member's contribution amount for dependent coverage shall remain the same as their contribution amount for the 2009-2010 school year.

B. DENTAL INSURANCE

The District will provide dental insurance coverage for members covered by this agreement, with optional dependent coverage on a payroll deduction basis with total cost to be paid by the staff member.

This coverage shall be substantially the same as that in effect during the 2009-2010 school year.

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Section 107.2: DISABILITY INSURANCE

The District agrees to purchase Disability Insurance for all staff members. This coverage shall be substantially the same as that in effect during the 2009-2010 school year.

Section 107.3 INSURANCE COMMITTEES

Insurance Advisory Group:

The parties agree to form an insurance advisory group to examine the District's staff member insurance plans.

It shall be the charge of this the insurance advisory group to develop recommendations to the Board and the Association, in accordance with Section 107.1 of the agreement between the parties, for a possible restructuring of this insurance coverage with the goal of preserving benefit levels and containing costs. Among other things this committee shall consider a tiered plan with different benefit levels available at different costs. To these ends, the committee shall examine staff member insurance plans in other school districts and other information the committee deems appropriate and may make use of outside consultants recommended by either of the parties.

The Board and the Association shall each name their own members of this committee, and the Board and the Association shall each be free to make use of outside consultants as each deems appropriate.

No change in the contractually agreed insurance plan shall be implemented without the agreement of the Board and the Association, but the parties agree to make a sincere effort to agree on an insurance package that will meet the objectives outlined above.

Insurance Committee:

In addition, the parties agree to continue the existence of the District Insurance Committee that shall be composed of one building representative named by the President of the Association and representatives of other staff member groups covered by the insurance policies. It shall be the purpose of this committee to monitor the implementation of the District's insurance policies. The expectation of the parties is that the committee will meet as deemed necessary by either the Association or the Board.

Section 107.4: OTHER PAYROLL DEDUCTIONS

Upon receipt of written authorization, the Board will:

- A. Deduct insurance premiums and remit for the staff member.
- B. Deduct from the salary of an individual and remit to a staff member's Credit Union the specified amount.
- C. Make any other deductions, including 403b & 457b pre-tax contributions.

Section 107.5: PAY CHECKS

Paychecks shall be issued in twenty-six (26) equal installments. Paychecks will begin on the second Friday of the fiscal year (July 1 - June 30) and continue every other Friday to a total of 26 pay periods.

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Staff members may choose to receive their paychecks either as a regular check or in the form of direct deposit into the staff member's bank account. In the operation of the direct deposit option, the Board will forego any right it may have had or may have claimed to have to remove funds from the staff member's bank account. Corrections for overpayment errors in the staff member's paycheck shall be made according to law.

Section 107.6: INTERNAL REVENUE CODE SECTION 125 (Flexible Spending)

The Board shall establish an Internal Revenue Code Section 125 program for:

- A. Staff member dependent coverage.
- B. Unreimbursed medical expenses and dependent care.
- C. Staff member payments for individual premium coverage.

These items will be included as part of the Section 125 program when the staff member returns the appropriate authorization form. All administrative costs associated with this program will be incurred by the District.

Section 107.7 MILEAGE REIMBURSEMENT

Staff members who, as part of their work assignment, travel between school buildings during the course of any given work day shall be reimbursed for mileage at the rate approved by the I.R.S.

Section 107.8 EXTRA DUTY

The Superintendent or designee shall, at his/her discretion, annually make appointments for extra assignments. All extra duty assignments are strictly voluntary. No tenure shall accrue to any staff member for any extra duty assignment. The activities set forth in Appendices 200E, 300E and 400E, unless assigned in lieu of a regular class during the regular student day, will be compensated for at the rates set forth in these Appendices. The District reserves the right not to fill any or all of these positions. The Board may assign extra-curricular assignments to any individual, with first consideration to current staff members, whether in or outside of the bargaining unit, and may establish a different pay scale for non-bargaining unit staff members than the salary rates set forth herein.

The Extra Duty Assignment handbook contains guidelines pertaining to academic, athletics and supervision programs and assignments.

Extra duty shall be paid as follows:

Supervisory rate of pay for staff member shall be a single rate of \$18.00 per hour for the duration of this agreement.

For all school years covered by the agreement, the academic/athletics rate shall remain the same as the academic/athletics rate in place for the 2009-2010 school year as follows:

1-6 Years Experience \$25.64

7-12 Years Experience \$27.55

13+ Years Experience \$29.64

Representatives of the Board and the Association shall discuss and jointly determine, through the Advisory Committee, any changes to the Extra Duty Assignment handbook.

ARTICLE 108

**PROFESSIONAL DEVELOPMENT
FOR ALL STAFF**

Section 108.1: CONVENTIONS AND WORKSHOPS

The Board and the District Education Association agree that it is important for all staff members to be informed of current research and trends in their respective professional fields. The Board and the Association encourage all staff to attend and participate in relevant workshops, seminars, and conventions sponsored by recognized professional organizations.

Accordingly, the Board and the Association agree that:

- A. The Board shall budget an amount of \$25,000 per year to help defray the expenses of staff members attending state and national workshops, conventions, seminars, etc. which are of district wide interest. This fund shall be administered by a committee appointed by the President of the Association, and the Superintendent. This committee shall establish procedures for the selection, attendance, responsibilities and funding of staff members attending these functions.
- B. The Board shall budget a separate amount for each building not less than \$9.00 per pupil for each school year covered under the agreement, to help defray the expenses of staff members attending local and regional workshops, conventions, seminars, etc. which are of interest to that building. This fund shall be administered in each building by a building-level committee as agreed upon by the Superintendent and the President of the Association. Each building committee shall establish building procedures for selection, attendance, and funding.
- C. Administrators and staff members shall forward information concerning conferences and workshops to the various committees which in turn shall inform staff members of conferences and workshops which may be of interest. Staff members who attend such sessions shall evaluate them to assist the committees in planning for future attendance.

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ARTICLE 109

**DISCIPLINE
FOR ALL STAFF**

The Board and the Association agree that student discipline and the maintenance of an effective and orderly learning environment is a shared responsibility of all District staff members. The parties recognize that these can best be obtained when all elements of the school community, parents, students, staff members and the Board work together in a cooperative process.

By the end of October each school year, staff members shall be apprised of the discipline procedures that will be utilized during the school year.

Section 109.1: DISCIPLINE COMMITTEE

The Board has established an unpaid Parent-Advisory Committee on Student Discipline in accordance with Public Act 87-1103 to develop recommendations for School Board policy guidelines on student discipline. This committee shall be expanded to include a staff member representative from each building (selected by the Association) as well as parents and administrators to meet the requirements of the School Code of Illinois (122-10-20-14).

The committee will recommend steps to be taken if the staff member believes that his or her life or safety or the lives or safety of others is in jeopardy. The committee recommendations will also specify procedures for dealing with any student who brings a deadly weapon or illegal drugs or controlled substances to school. The District shall provide staff development to inform staff members of the recommendations developed by the Advisory Committee.

Section 109.2: STAFF MEMBER PROTECTION

No staff member who is injured as a result of an assault during the school day or while supervising student activities, or as a result of an assault by a District student or parent, will suffer any loss of sick leave if the injury requires an absence of sixty (60) days or less.

The District will assist the staff member in pursuing restitution for the staff member in the event the staff member's property is known to be stolen or damaged by a District student. In so doing, the District assumes no responsibility, financial or otherwise, should restitution not occur.

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ARTICLE 110

**EFFECT OF THE AGREEMENT
FOR ALL STAFF**

Section 110.1: INCLUSIONS - EXCLUSIONS

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto, and that all items not specifically included in this Agreement are excluded.

Section 110.2: MODIFICATION

This Agreement shall be modified in whole or in part by the parties hereto by an amendment in writing duly executed by both parties.

Section 110.3: SAVINGS CLAUSE

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or rendered illegal by action of the Illinois State Legislature or U. S. Congress, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.

Section 110.4: WAIVER OF BARGAINING

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered in this Agreement, including the impact of the Board's exercise of its rights as set forth herein on wages, hours, or terms and conditions of employment. This paragraph does not waive the right to bargain over any subject or matter not covered in this Agreement which is a mandatory subject of bargaining and which the Board is considering changing during the term of this Agreement; and furthermore it does not waive the right to bargain the impact of legislative changes enacted after the date of this Agreement or the implementation of waivers of state mandates.

Nothing herein shall limit the Board's right to determine the educational program of the district including, but not limited to the curriculum, instructional delivery, and extracurricular activities.

ARTICLE 200

**DEFINITION OF RESPONSIBILITIES AND RIGHTS
FOR CERTIFIED STAFF**

Section 200.1: TENURE RIGHTS FOR CERTIFIED STAFF

Full-time staff members on contractual continued service who shall be reduced to part-time status involuntarily, and Job Share participants, as noted in Section 211.3B, shall not thereby lose their tenure status.

ARTICLE 201

**EVALUATION
FOR CERTIFIED STAFF**

Section 201.1: FORMAL EVALUATION:

The teaching performance of all full-time and part-time staff members shall be formally evaluated as outlined in the current Professional Growth and Appraisal System that is an evaluation tool that focuses on the continuous reflection and goal setting process of staff members. Administrators work collaboratively with staff members to strengthen their proficiency within all areas of Professional Competencies.

Representatives of the Board and the Association shall discuss and jointly determine, through the Advisory Committee, any changes to the Professional Growth and Appraisal System.

Section 201.2: PROFESSIONAL GROWTH AND APPRAISAL SYSTEM

By September 30th, evaluators will review the Professional Growth and Appraisal System with all staff members.

- A. The formal evaluation of non-tenured staff members shall be preceded by in-class observations of reasonable length which shall not be conducted in a capricious manner, provided this shall not render grievable the content of any evaluation.
- B. From the onset of the first tenure year and continuing throughout the staff member's professional career, the staff member and the administrator shall work collaboratively to ensure the strengthening of all areas of Professional Competencies through the creation of a professional growth plan.

The staff member and the evaluator must agree on the professional growth plan. If no agreement can be reached, an option to appeal to the Advisory Committee will be offered to facilitate a resolution.

- C. Traveling staff members may be observed/evaluated by the evaluator in each school in which they work. The summative appraisal form will be completed with input from all evaluators, and will be discussed at the school where they spend the majority of their time. Staff members of district-wide programs shall be evaluated by the evaluator(s) in the school(s) where they work and / or by a program director.
- D. The district may use multiple observers at one time in a formal observation when there is consideration of an unsatisfactory evaluation or with the agreement of the staff member. Following a formal observation, if the staff member so desires, he or she may request, with reasonable advance notification, another formal observation by the evaluator.

Section 201.3: SUMMATIVE REVIEW

A meeting between the staff member and the evaluator will be held to discuss the summative review document and such meeting shall precede the placement of the summative review in the staff member's personnel file.

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This document shall be acknowledged/signed by the staff member and the evaluator as outlined in the Professional Growth and Appraisal System. A copy of the document shall be presented to the staff member within ten (10) employment days after the summative review document meeting.

Section 201.4: OBJECTIONS TO EVALUATION

If a staff member feels he/she has received an inaccurate or unjustifiable evaluation, he/she shall meet with the evaluator to attempt to reconcile the differences of opinion. If agreement cannot be reached, the staff member may request from the Superintendent an additional evaluation of the summative review (for non-tenured staff members)/alternate evaluation of the growth plan (for tenured staff members) by an alternate evaluator. The staff member may request a specific district evaluator for this process, but the final selection shall be the prerogative of the Superintendent or designee. Such request shall not be arbitrarily refused.

The staff member shall have the right to submit a written statement regarding any summative review for inclusion in his/her personnel file, provided that such statement is submitted within twenty (20) employment days of the staff member's receipt of the summative review. A staff member shall not be discriminated against as a consequence of submitting such statement.

Section 201.5: EVALUATION FEEDBACK

The evaluator shall counsel with the staff member in an effort to improve performance which is discussed in the review process. The staff member may request that an assessment of the status of concern(s) in prior written summative reviews be included in the next formal written review.

Section 201.6: EXCLUSIONS FROM EVALUATION PROCESS

The Board agrees that students' scores on standardized tests, minimum competency tests or criterion referenced tests, will not be used as a basis for evaluation, formal reprimands or dismissal. The identification by a staff member of goals for the professional growth and appraisal system shall not be used as a basis for a formal reprimand or dismissal.

ARTICLE 202

**REDUCTION IN PERSONNEL
FOR CERTIFIED STAFF**

Section 202.1: REDUCTION IN CERTIFIED STAFF MEMBERS

If the Board shall determine it is necessary to reduce the number of staff members or to discontinue any program, the steps below will be followed in the order listed:

- A. Non-tenured staff members shall be released before any tenured staff members who are certified to teach the subject(s) being taught by the non-tenured staff members.
- B. Tenured staff members shall be reduced in inverse order of the amount of seniority which they have and pursuant to the other provisions of this Article. As used herein, "seniority" shall mean the length of continuous service in the district as a teacher and/or administrator. Such service shall be deemed to commence on the first day of full-time employment. A leave of absence, except as delineated in Section 106.3, of this agreement, shall not be deemed to interrupt continuous service. Where seniority is equal, preference shall be given to the teacher with the highest base salary. If salary is equal, a determination by lot shall be made by the Superintendent or designee to determine who shall be given preference.
- C. Staff members shall have seniority in the teaching area(s) in which they are certified provided that, by February 1st of the year in which the reduction takes place, they meet all the minimum requirements of the Illinois State Board of Education in each teaching area and hold a valid teacher certificate.
- D. The District shall post up-to-date seniority lists by February 1st of each school year. In all instances seniority rights of staff members shall also be subject to the teacher having provided the District with evidence of certification, including full compliance with the requirements of the Illinois State Board of Education.

Section 202.2: RE-EMPLOYMENT OF REDUCED CERTIFIED STAFF MEMBERS

If during the school year following the reduction in force of any tenured staff member, the Board shall first offer re-employment pursuant to the following:

- A. The most senior tenured staff member shall be rehired if he/she is certified for the vacancy.
- B. All tenured staff members shall be rehired before any non-tenured staff members if they are certified for the vacancy.
- C. The Board shall notify staff members of reemployment by certified mail sent to the staff member's address on file. A staff member's failure to respond affirmatively within ten (10) calendar days or seven (7) working days after receipt, whichever shall first occur, shall result in termination of the staff member's rights to recall hereunder.

Section 202.3: PRESERVATION OF TENURE AND SALARY UPON RE-EMPLOYMENT

If a tenured staff member who has been subject to a reduction in force returns to service during the school year following the reduction, the staff member shall not suffer loss of tenure or salary step (if otherwise applicable), and shall be restored to all current fringe benefits.

ARTICLE 203

**WORK DAY
FOR CERTIFIED STAFF**

Section 203.1: WORK DAY DEFINITION

The staff workday shall be when school is in session and students are present exclusive of attendance at faculty meetings, in-service, periodic parent conference and meetings, extra curricular and supervisory assignments provided, however, that the staff workday be on weekdays only and shall not exceed six and one-half (6 ½) consecutive clock hours at the elementary schools and seven (7) consecutive clock hours at the middle schools.

Section 203.2: LUNCH PERIOD

Staff members shall be afforded a duty-free lunch period of one-half hour or the length of the student lunch period, whichever is longer. Unless at the agreement of all staff members involved, meetings or other duties, except noon supervision, shall not be scheduled during the lunch period.

Section 203.3: INTERNAL SUBBING

If a staff member shall be required to assume the responsibility for an entire class of another staff member during what would otherwise be a period for planning and preparation, the staff member shall be compensated at the following rates:

\$14.00	(30 minutes)	\$18.00	(40 minutes)	\$22.00	(50 minutes)
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Section 203.4: PARENT- STAFF CONFERENCES

The Board and the Association recognize that all certified staff have a professional responsibility to offer to the parents of all their students the opportunity to meet for formal fall and winter/spring parent staff conferences and informally as needed. It is the expectation that the formal fall and winter/spring conferences will each be the equivalent of one staff work day or 5.5 hours for elementary staff and 6.0 hours for middle school staff. In some cases, the total fall conference time may be somewhat longer than that of the winter/spring conference time, but the combined total shall equate to approximately two staff workdays. Staff shall be compensated for this time with a District-wide release day in the fall and another in the winter or spring as determined by the Board as described in Section 104.1 - Calendar Creation.

Each building council shall schedule a building-wide or grade-level common evening of formal fall and winter/spring conferences. The Board may at its discretion call for evening conferences to be on the same evening or evenings across the District.

Section 203.5: WORK DAY SCHEDULES

The middle school and elementary student day are of different length. In order to facilitate non-student contact work:

- A. Elementary Staff: Elementary staff members shall teach approximately 1,450 minutes per week, and each week shall have time within the regular student day for individual or team planning, to be scheduled as follows: five 30 minute periods, or the equivalent thereof in longer periods, and one 50 minute period.

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To the extent feasible, the District shall arrange elementary planning time so that teams of 3 to 4 staff members in each building at each grade level have one hour of common planning time per week within the regular school day. The purpose of this hour is for team members to meet, discuss issues related to student achievement and curriculum and make instructional plans and goals to improve student achievement. The District may require formal procedures for the conduct of such meetings, including, but not limited to, written agendas and minutes. The building principal, other administrators or teacher leaders would not normally be expected to be a regular part of these meetings.

In buildings or at grade levels where the District is unable to arrange such meeting time inside the regular school day, staff members at that grade level shall meet one hour per week outside the regular school day, but shall be freed from part of the obligation to attend other staff meetings as specified in Section 203.8 of this agreement. If this extra time, coupled with planning time within the regular work day, is insufficient to provide a particular grade level team with one hour per week of such common meeting time, the matter shall be referred to the Advisory Committee, established in Section 101.13 of the agreement, which shall seek to resolve the issue.

A staff member may request that the Building Council determine the feasibility of scheduling weekly planning periods, e.g. the thirty and fifty minute periods, so that interested staff members have at least one such planning period each day. Such individual requests will be considered in light of the overall building schedule and the scheduling requests of all staff members.

In addition, each school year, elementary and Discovery Science staff shall have fourteen half day release planning periods of two-and-one-half continuous hours to be scheduled on days which are student attendance days. The primary purpose of these half-day release planning periods is to provide additional time for collaborative team planning. The team will determine if the need for grade level, team or individual planning time is greater during the half-day release period.

On these half-days no formal meetings will be scheduled by principals, building personnel, or other administrators. Informally, principals, building personnel, or other administrators may work with teams in order to provide guidance on tasks, consultation, or support.

In lieu of the above, the following elementary staff members shall have the equivalent of nine half-hour planning times per week: LMC, Music, P.E., Art, Technology, Learning Coaches, Reading Specialists, Special Education Resource, Speech Pathologists, Social Workers, Psychologists, Title I, and ELL Resource.

To the extent that the elementary school day and/or lunch hour is shortened, the elementary staff member's work day will also be shortened by the same amount.

Kindergarten Staff: At the conclusion of the morning kindergarten session until the beginning of the afternoon sessions shall be considered non-student contact time as well as two 30 minute periods in the morning per week and two 30 minute periods in the afternoon per week.

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Kindergarten staff members will be granted three (3) half-day planning periods per year to maintain planning time equity with other elementary staff members

- B. Middle School Staff: Middle school staff members shall teach six periods of approximately 40 minute classes per day, or the equivalent in block time, and shall have three 40 minute periods per day within the regular student day for individual and team planning time. Middle school staff members shall be expected to supervise mid-day passing periods, of approximately 3 minutes each, for a total weekly student-contact time (including teaching time and passing period supervision) of up to approximately 1,350 minutes. In a block schedule the three minute passing periods may become part of longer teaching periods. Middle school staff members shall be expected to supervise before and after school passing periods totaling approximately 10 minutes. The building principal, other administrators or teacher leaders would not normally be expected to be a regular part of these meetings.

Section 203.6: PLANNING TIME USAGE

The Board recognizes that in order to effectively complete the many tasks expected of educators, staff members need to have an appropriate balance of individual planning time, team planning time, time for administrative purposes, in-service, parent meetings and the like. If a staff member feels that these multiple needs for planning time are not being appropriately balanced, they should first raise the issue with their Building Council. If the issue cannot be satisfactorily resolved there, the staff member may then take the issue to the Advisory Committee established under Section 101.13 of this agreement where the issue shall be resolved.

Section 203.7 WORKLOAD FOR CERTIFIED STAFF

Before implementing an initiative that adds to a teacher's workload (as required by federal or state law, the district wide administration, or an individual school's administration), the administration will evaluate the initiative's potential increase in student performance, whether that potential increase is already being addressed in an existing initiative, and estimate the amount of training time and planning time it will add to the teacher workload. If after these considerations the administration decides to proceed with the new initiative in question, the Superintendent or designee will meet with the Association at an Advisory Committee meeting to discuss timing for rollout of new initiatives and possible adjustments to workloads.

Section 203.8: ADDITIONAL STAFF EVENTS/EXPECTATIONS

A staff member is required annually to work additional hours for school open house or curriculum night, parent programs on sex education and drug education, and student performances where the staff member's class is performing.

The Association recognizes that staff members as a group have a responsibility to see that reasonable numbers of staff member are in attendance at extra-hours school activities. The District may require staff members to supervise and/or attend a total of two such activities per year without additional compensation. Required supervision beyond this number shall be compensated at the hourly supervisory rate if the staff member's presence is at the request of the district.

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Section 203.9: BUILDING STAFF MEETINGS

The District may require building staff meetings and an attempt shall be made to mutually determine meeting times. However, in no case shall staff members be required to spend more than two (2) hours per month, with a maximum of three meetings, beyond the normal work day. These parameters are subject to modification by each Building Council (as defined in Section 101.22).

A Building Council will also be utilized to plan and evaluate the need for and focus of staff meetings each month

Included in the meetings outlined above, the equivalent of one staff meeting (one hour) shall be dedicated to the delivery of information, including but not limited to sexual harassment, internet access and OSHA regulations, as required by law. This one hour requirement is mandatory for all staff and must be completed annually by October 31st.

Section 203.10: TRAVELING STAFF

Staff members who are required to travel during the workday shall be allowed time to travel exclusive of planning time.

ARTICLE 204

**ASSIGNMENTS, PROMOTIONS, VACANCIES AND TRANSFERS
FOR CERTIFIED STAFF**

Section 204.1: NOTIFICATION OF ASSIGNMENTS

- A. All staff members shall be given written notice of their anticipated assignments for the forthcoming school year no later than one week before the end of the current school year. If changes in a staff member's assignment are made after such notice is given, the staff member shall be promptly notified.
- B. Any reassignment that is required to meet the needs of the District shall not be capricious in nature. If the reassignment is not acceptable, the staff member shall be given, upon request, the reasons for the reassignment. If the reassignment is not acceptable, the staff member shall be allowed to resign as soon as a qualified replacement can be employed.
- C. It shall be the goal of the District to establish middle school core teams such that the composition of the team would include highly qualified expertise in all core subjects that the team is expected to teach. If a staff member is assigned to a middle school team in which the above composition is not met that staff member may refer the matter to the Advisory Committee established in section 2.0.13 of this agreement which shall seek to resolve this issue. At the time of this agreement the subjects each core team is expected to teach are reading/language arts, mathematics, science and social science.

Section 204.2: PERSONAL TRANSFERS

The Board and the Association agree that one way staff members can enhance their professional experience is by trying different assignments within the District. To assist staff members who wish to do this, the administration will entertain a variety of transfer options to foster and accommodate these personal transfers. Such options might include one-year staff exchanges either between schools or within buildings, transfers to fill temporary leaves (sabbatical leave, special leave, maternity/child rearing leave) and the like.

Any staff member presently on tenure or eligible for continuing contractual status in the coming school term may apply for transfer to another position or building where a vacancy exists. Such application shall be made to the Human Resources Department on the appropriate form. The Human Resources Department will keep an active file on all requests for transfers. No one shall be considered for a personal transfer who has not made such application.

Section 204.3: ORGANIZATIONAL TRANSFERS

Any transfer that is required to meet the needs of the District shall not be capricious in nature and shall be subject to the following provisions:

- A. Notice of any and all proposed organizational transfer(s) shall be given to the staff member(s) involved when the necessity for such transfer(s) becomes apparent to the administration. Initial notice shall be given in a personal meeting between the staff member and the building principal and/or the Superintendent or designee. The staff member(s) will receive at least 24 hours notice of this meeting and its intended topic. This meeting shall not occur during the regular teaching day.

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- B. If the staff member asserts the reasons for the transfer were capricious, the staff member shall submit such a claim in writing to the Superintendent and may, at the staff member's request, have a meeting with the Superintendent to review the same. A copy of such claim shall be concurrently transmitted to the Board.
- C. Upon the staff member's request, any staff member affected by an organizational transfer shall be released from the contract with no employment-recommendation reprisals as soon as a qualified replacement can be employed.
- D. Neither pregnancy nor application for maternity/child-rearing leave shall be the basis for the organizational transfer of a staff member.

Section 204.4: TRANSFERS DUE TO BUILDING CLOSURE/PROGRAM MOVEMENT

A transfer that results from the necessity to reduce the number of staff positions within a building or because of the closure of a building or the movement of a program shall be considered an organizational transfer.

- A. If it shall be necessary to implement an organizational transfer of a staff member from one building to another, the staff member to be transferred shall be the one with the lowest seniority, unless the needs of the District indicate otherwise. Personal transfers shall be requested and considered before implementing organizational transfers.
- B. Seniority shall be as defined in Article 202.
- C. In the event an entire school is to be closed, the staff members in such school shall be treated as receiving organizational transfers under this Section. When schools are so consolidated or closed, unless the needs of the District indicate otherwise, the teaching staff will be transferred or reassigned. If such consolidation results in a reduction in staff in the affected schools, personal transfers shall be first used to forego organizational transfers; if there are insufficient personal transfers to alleviate the situation, the least senior staff member(s) in the combined staffs shall be subject to an organizational transfer under this Section. The remaining staff members shall be assigned at the discretion of the administration.

An attempt will be made to reassign special area staff members, who are subject to an organizational transfer, in their field of certification.

- D. When a Middle School staff member is to be transferred to a traveling position, the following procedures shall apply in addition to paragraph 1 above:
 - 1. Seniority shall be defined as in Article 202.
 - 2. Departments shall be defined as follows: Reading/Language Arts, Math, Science, Social Science, Spanish Proficiency, Physical Education, Performing Arts (Drama, Art, Vocal Music), 21st Century Skills (Global Awareness, Industrial Technology, Career and Community Connections) Instrumental Music-Band and Orchestra, Library Media Center, Technology, Bilingual, ESL, Special Education.

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3. By February 1st of each year, a seniority list will be drawn for each department having a traveling assignment.
4. The Cooper, Holmes and London lists shall be combined for those affected departments.
5. Staff members with split assignments shall be listed in each department where they are assigned as of February 1st of the current school year.
6. Unless agreed between administration and affected staff member, the traveling staff member shall be the staff member in the affected department who has the least district seniority.

Section 204.5: TRANSFER PREFERENCE

A tenured staff member who has been honorably reduced under Article 202 of this agreement and who has been rehired and assigned to a building other than the one from which he/she was reduced or has been transferred under the organizational provision specified in this Article of the contract shall be given preference in transferring back to that building if he/she so desires provided that a vacancy exists in the grade level and subject area taught at the time of reduction ten days (10) before the first day of classes during the summer vacation in the calendar year in which he/she was reduced.

ARTICLE 205

**LEAVES
FOR CERTIFIED STAFF**

Section 205.1: SICK LEAVE

All staff members are entitled to thirteen (13) days of paid sick leave per year without loss of pay. Unused sick leave shall accumulate without limitation. Absence due to pregnancy-related disability shall be treated as sick leave and/or family and medical leave if the staff member does not take maternity/child rearing leave pursuant to Section 106.3B of the agreement.

Sick leave may be used for personal illness/injury or serious illness/injury or death of members of the household, or the immediate family that includes parents, spouse, (step)brothers, (step)sisters, (step)children, grandparents, grandchildren, grandparents-in-law, parents-in-law, brother-in-law, sisters-in-law, aunts, uncles, nieces, nephews, cousins, and legal guardians.

Section 205.2: PERSONAL LEAVE

The Board shall grant each staff member three (3) days of personal leave without loss of pay. Personal leave shall be granted upon written notice by the staff member, filed with the Human Resources Department, preferably two (2) staff member employment days in advance of the date of such requested leave.

Personal leave shall not be granted on a day preceding or following a school holiday, vacation or recess period except for an emergency approved by the Human Resources Department or designee, or for observance of a recognized religious holiday of the staff member's faith. The staff member shall provide acceptable documentation supporting the requested leave with regard to an emergency preceding or following a school holiday, vacation or recess period. This documentation will be kept in the staff member's personnel file.

Such leave shall not be used at any time for participation in any work stoppage or collective bargaining dispute. Such leave shall also not be used to create or extend a honeymoon, or leave that would otherwise be deemed vacation in nature.

Personal Leave shall be computed in units of half (1/2) days. Unused Personal leave shall accumulate to a maximum of six (6) days during a three year period (two per year). Any days accumulated in excess of six (6) days will be deposited in the staff member's sick day accumulation. In no case shall a staff member use more than six (6) Personal days in one school year, nor shall a staff members use Personal leave days on more than two consecutive workdays. (Holidays and weekends do not break up consecutive workdays. As an example, a staff member may not take Personal leave days on a consecutive Thursday, Friday, Monday and Tuesday.)

Personal Leave shall not be used if any other leave of absence provided for herein shall be applicable, with the exception of family and medical leaves under Section 106.2 of this agreement.

A staff member who needs an (one) additional Personal leave day and who has exhausted their own bank of Personal leave days due to the observation of a recognized religious holiday of the staff member's faith shall be granted such leave without loss of salary or benefit provided that the staff member makes up the lost time with additional time as agreed upon by the staff member and the Human Resource Department.

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Any questioned application of this section shall be an appropriate item for discussion by the Advisory Committee established in Article 101.13 of this Agreement.

Section 205.3: SABBATICAL LEAVE

Any staff member may be declared eligible for a sabbatical leave of absence under the following provisions:

- A. The person must have seven (7) years of teaching experience in the school district.
- B. The staff member shall be selected by the Superintendent, with the approval of the Board.
- C. Before a leave is granted, the applicant shall agree in writing that if at the expiration of such leave he/she does not return to and perform contractual continued service in the school district for at least one (1) full year after his/her return, all sums of money received from the Board during his/her sabbatical leave will be refunded to the Board unless such return and performance is prevented by illness or incapacity.

During absence pursuant to such leave, staff members shall receive the same basic salary as if in actual service, except that there shall be deducted there from an amount equivalent to the amount payable for substitute service. However, such salary after deduction for substitute service shall in no case be less than the minimum provided by Section 24-8 of the School Code, or one-half of the basic salary, whichever is greater.

Absence during a leave granted pursuant to the Section shall not be construed as a discontinuance of service for any purpose, including progression on the salary schedule if one is in effect in the District.

The Board shall pay the contribution to the Teachers' Retirement System required of the person on leave computed on the salary of such person for the year immediately prior to the leave, and the Board shall pay the agreed upon contribution for health and accident insurance, as specified in Section 107.1 of this agreement.

Nothing herein shall be construed as implying any obligation of the Board to grant a sabbatical leave of absence.

Section 205.4: SPECIAL LEAVE OF ABSENCE

A staff member, tenured or non-tenured, may request a leave of absence without pay for a specific time not to exceed two (2) years. If a staff member takes leave after the beginning of a school term that shall be considered one year. Such requests shall be made in writing to the Human Resources Department by May 1 of the school year prior to the school year for which leave is requested. A staff member on unpaid leave of absence may continue his/her group insurance coverage upon timely payment by the staff member at full cost of said benefit.

The granting or withholding of any request for leave of absence hereunder or any other leave which is discretionary shall be at the discretion of the Superintendent and approved by the Board and shall not be precedent setting with respect to any other request for leave.

A staff member on such leave shall not be considered for seniority or step advancement on the salary schedule.

ARTICLE 206

**SICK LEAVE BANK
FOR CERTIFIED STAFF**

Section 206.1: CERTIFIED/EDUCATIONAL SUPPORT STAFF SICK LEAVE BANK

A Sick Leave Bank has been established and is open and available to any staff member in the defined unit. The purpose of this plan is to provide extended sick leave to those members who incur a prolonged or catastrophic illness or injury. The Sick Leave Bank shall contain only those days contributed by staff members.

- A. **Governing the Sick Leave Bank:** The Association shall act in all matters that concern the policies and administration of the Sick Leave Bank and shall report its decisions in writing to the Superintendent or designee prior to the granting of any sick leave days from the Bank.
- B. **Funding the Sick Leave Bank:** Staff members enrolling in the Bank will donate one sick leave day to the Bank at the beginning of each school year or upon beginning employment with the District. If at any time all sick leave days banked by staff members shall have been exhausted, the Association shall have the authority to either suspend the operation of the Sick Leave Bank for the duration of the then current school year or may assess all participating staff members an additional sick leave day to be contributed to the Sick Leave Bank, and all participating staff members so notified. If the Sick Leave Bank has accumulated approximately two-and-one-half times the number of contributing members, the Association may elect to automatically continue membership for current members for the following year without requiring a new contribution from each member.

The Sick Leave Bank will not be permitted, in the aggregate, to fall into a deficit position.

- C. **Joining the Sick Leave Bank:** Each eligible staff member may enroll in the Sick Leave Bank by signing an authorization card, provided by the Association, at the beginning of the school term or upon beginning employment with the District. This authorization shall continue until the Association and the Human Resources Department is otherwise notified in writing by the staff member.

Once a staff member so notifies the Association and Human Resources Department of his/her withdrawal from the sick leave bank, they may choose to rejoin but they must be a contributing member for at least three (3) full years before they can draw days from the bank.

- D. **Using the Sick Leave Bank:** In order to be eligible to draw from the Sick Leave Bank, a staff member must:
 - 1. Be a contributor to the Sick Leave Bank.
 - 2. Have used all of his/her accumulated sick days.
 - 3. Have been absent from work continuously for five (5) workdays after the exhaustion of accumulated sick leave.
 - 4. Present completed FMLA documentation to the Assistant Superintendent for Human Resources and the Chairman of the Sick Bank outlining the prolonged and serious nature of the illness or injury.

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Staff Members withdrawing sick leave days from the Bank will not have to replace any days so used except as a regular yearly contributing member to the Bank.

- E. **Limits on Use of the Sick Leave Bank:** The use of the Sick Leave Bank shall be limited to the personal illness or injury of the staff member and not to the illness or death of any other person. The Sick Leave Bank shall not be available for use in conjunction with any illness due to elective surgery, cosmetic surgery, infertility, abortion or vasectomy, provided that if complications should arise from such surgery or condition which give rise to catastrophic, prolonged illness, the Sick Leave Bank shall be applicable to any absence due to such illness.

The maximum number of days which may be drawn from the Sick Leave Bank by a single staff member shall be equal to the number of work days remaining in the staff member's regular school year or 30 work days, whichever shall be less.

A staff member who has utilized the Sick Leave Bank during one school year shall not be eligible for withdrawal from the Sick Leave Bank during the next school year unless and until that staff member has been employed for at least sixty (60) employment days during the following school year prior to application for withdrawal of sick leave from the Bank.

A staff member can access the Sick Leave Bank annually except in the following situation: a staff member shall not have access to an additional Sick Leave Bank withdrawal in a third consecutive fiscal year after utilizing the Bank for two consecutive fiscal years.

A staff member withdrawing from membership in the Bank will not be able to withdraw the contributed days.

- F. **Utilization and Liability:** The Association shall have the sole right to determine how Sick Leave Bank days shall be utilized and in addition shall indemnify and hold harmless the Board from any and all claims arising from any and all decisions by the Association in relation to the use or denial of use of the Sick Leave Bank. This obligation to hold harmless shall only be applicable if the District gives the Association written notice within five (5) days of receipt of any charge, lawsuit or claim arising under this section.

ARTICLE 207

**SALARY AND FRINGE BENEFITS
FOR CERTIFIED STAFF**

Section 207.1: PROFESSIONAL COMPENSATION

All staff members are to be placed on the attached salary schedules. Outside experience credit will be given for fifteen (15) years. To be eligible for the BA12 track and the BA24 track of the salary schedule, a staff member must be taking graduate work or courses that will directly benefit his/her teaching assignment. All courses used for this credit must be approved by the Superintendent or his/her designee. Only fully certified staff members will be eligible for these tracks. Undergraduate course work will count for salary schedule lane movement provided that: 1) the staff member is not eligible to take graduate courses in that field; 2) that the course work will directly benefit the staff member's assignment or anticipated assignment; and 3) such courses are approved by the Superintendent or the Superintendent's designee.

For the purposes on the salary schedule, a Master of Social Work Degree shall be considered the equivalent of MA+30.

Lane change movement will only occur once a year at the beginning of the school year. In order to qualify for lane movement in a given year, the staff member must notify the Human Resources Department by submitting an official transcript, grade report or certificate of completion no later than September 1st in the year in which the lane movement is to take place. The actual change in lane and corresponding compensation adjustment will only occur when the official transcript is received by the Human Resources Department and will be retroactive to the beginning of the school year.

Salary computations shall be made on the basis of 181 days for school year 2010-2011, and 180 days for school years 2011-2012, 2012-2013 and 2013-2014. All pro-rated days shall have salary adjusted accordingly.

Staff members will receive one salary schedule step per year of full time work. Part-time staff members will receive a step movement in the year following the completion of a full-time equivalent year (ie, 60% FTE would achieve a step movement at the beginning of year 3).

(Step movement will not be available for the 2010-2011 school year per agreement between the Board and the Association)

Staff members who are injured on the job while actively performing their assigned duties shall suffer no loss in pay for a temporary disability resulting from such injury. The District shall pay the difference in salary between the amount the staff member is eligible to collect under the Illinois Workers' Compensation Act and the staff member's actual salary at time of temporary disability, and shall charge the pro-rated share of salary paid against the staff member's sick leave benefits.

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Section 207.2: SALARY SCHEDULES

The Board and the Association have agreed to compensation levels during this agreement as follows:

- A. Staff members will remain at their 2009-2010 school year salary schedule step and lane for the 2010-2011 school year. The 2010-2011 school year salary schedule is shown in Appendix 200A. The only exceptions to the above will be those staff members that meet the requirements for lane movement as specified in Section 207.1 and those that access the benefits as specified in Article 208 - Voluntary Retirement.
- B. The 2011-2012 school year salary schedule is shown in Appendix 200B. Step movement will begin again for those that qualify for step movement. The 2011-2012 school year salary schedule was developed by increasing the 2010-2011 salary schedule base cell by 50% of the December 2009 Consumer Price Index (CPI) for All Urban Consumers (2.70%) as reported by United States Department of Labor.
- C. The 2012-2013 school year salary schedule will be included in Appendix 200C when developed upon the release of the December 2010 Consumer Price Index (CPI) for All Urban Consumers by United States Department of Labor in January 2011. Step movement will occur for those that qualify for step movement. The 2012-2013 school year salary schedule will be developed by increasing the 2011-2012 salary schedule base cell by 75% of the December 2010 Consumer Price Index (CPI) for All Urban Consumers. The impact of the change in CPI will capped at 3.50% and will have a floor of 0.00%.
- D. The 2013-2014 school year salary schedule will be included in Appendix 200D when developed upon the release of the December 2011 Consumer Price Index (CPI) for All Urban Consumers by United States Department of Labor in January 2012. Step movement will occur for those that qualify for step movement. The 2013-2014 school year salary schedule will be developed by increasing the 2012-2013 salary schedule base cell by the December 2011 Consumer Price Index (CPI) for All Urban Consumers. The impact of the change in CPI will capped at 3.75% and will have a floor of 1.00%.

	School Year 2010-2011	School Year 2011-2012	School Year 2012-2013	School Year 2013-2014
Step Movement?	No	Yes	Yes	Yes
Lane Movement?	Yes	Yes	Yes	Yes
CPI Base Increase?	No	Yes	Yes	Yes
CPI Limitation	NA	50%	75%	None
Impact of Change in CPI - Floor	NA	NA	0%	1.00%
Impact of Change in CPI - Ceiling	NA	NA	3.50%	3.75%

Staff members requested to begin their regular duties before the beginning of the regular school year will be paid their per diem rate with the exception of those positions that shall be compensated at the rate set forth in Appendix 200F of the agreement.

The District will pay the staff member's contribution to the Teacher's Health Insurance Security Fund. This Board commitment will be dropped should TRS no longer require the contribution.

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Section 207.3: RETIREE AND TRS DISABILITY INSURANCE

Retiring staff members who have been employed by the District 10 years or more and who reach the age of 55 may retain their current individual health coverage provided:

- A. They request such insurance in writing.
- B. The staff member makes timely monthly payments to the District by the first of each month.
- C. The district health insurance plan is offered at a lower cost or contains greater benefit levels than the TRS sponsored health insurance plan.

The staff member shall be ineligible for insurance coverage at age 65.

Upon retirement, if a staff member elects coverage under an alternate insurance plan and a situation such as death, divorce, job change or loss of alternate coverage and/or benefits occurs, the staff member may return to the District plan with the same coverage as when they left, with no waiting period, provided that the staff member is still under age 65 and can document that they had insurance coverage.

Staff members on either temporary or permanent disability leave and who are receiving disability payments from the Teachers Retirement System (TRS) and who have medical insurance available from TRS may stay on the District's health insurance plan if the District's plan is at a lower cost or contains higher benefit levels than the TRS sponsored health insurance plan.

Section 207.4: TUITION ALLOTMENT

A tuition allotment shall be granted for approved graduate work from an accredited university as recognized by the U.S. Department of Education's Database of Accredited Postsecondary Institutions and Programs (<http://ope.ed.gov/accreditation/>) done beyond the Bachelor's Degree up until the staff member receives a Master's Degree. In order to be eligible for tuition allotment, the staff member must submit the PRE-APPROVAL FORM FOR COLLEGE WORK form prior to the beginning of the class. The allotment shall be the tuition cost to a maximum of \$75.00 per semester hour (\$50.25 per quarter hour) for work completed and shall be paid after presentation of a paid receipt from the college and evidence that a grade of C or better was achieved. All corresponding paperwork must be submitted no later than ninety (90) days after receipt of course grade in order to receive reimbursement.

Tuition allotment as described in the previous paragraph shall also be granted for staff members in the MA and MA+15 lanes of the salary schedule, except that the cumulative expenditure by the Board on this post-Masters tuition allotment shall be no more than \$50,000 in any one school-year. In the event that requests by staff members on the MA and MA+15 lanes of the salary schedule for this reimbursement exceed \$50,000 in a given school year, the Board shall make such reimbursement on a first-come, first-served basis. The process for reimbursements will be determined by the Advisory Committee defined in Section 101.13. At the discretion of the Board, and as the needs of the District require, staff members in the MA+30 lane of the salary schedule may also be granted this tuition reimbursement.

The reimbursement will also be dependent upon a signed written agreement that the School District allotment will be repaid to School District 21 by the staff member if said staff member resigns and does not return to School District 21 for the following year. No staff member shall be reimbursed for more than two courses taken at one time, exclusive of summer session.

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Section 207.5: PAYMENT TO TEACHERS' RETIREMENT SYSTEM

For the duration of this agreement, the Board shall pay the entire amount of the staff member's contribution to the Teachers' Retirement System (TRS) for all TRS reportable income. It is the intent of the parties by this Agreement to qualify these payments under Section 414 (h) of the Internal Revenue Code. The staff members have no right or claim to the fund so remitted except as they may subsequently become available upon retirement or resignation from TRS.

The balance of the amount due each staff member pursuant to such Compensation Schedule shall be payable to the staff member as salary in installments as otherwise provided herein, provided the Board shall deduct there from all monies as required by law or as authorized by the staff member pursuant to this agreement, or as otherwise authorized by the Board.

Such withholding shall include any and all additional amounts required to be paid to TRS or the account of such staff member. If the Internal Revenue Service or a court of competent jurisdiction shall determine that such Board payments are not tax sheltered in whole or in part, the Board shall immediately include such payments in the gross income of the staff member for income taxation purposes.

ARTICLE 208

**VOLUNTARY RETIREMENT
FOR CERTIFIED STAFF**

Section 208.1: EARLY RETIREMENT - ELIGIBILITY

A staff member must have completed at least ten (10) years of full-time employment in District 21 immediately preceding retirement and must attain fifty-five (55) years of age within six months of their last day of service, provided that their retirement date is on or before June 30th of the retirement year.

Section 208.2: EARLY RETIREMENT - TRS EMPLOYEE OBLIGATION

The Board agrees to pay the staff member's financial obligation, if any, to the Teachers' Retirement System should the staff member retire under the TRS early retirement program, provided that the staff member notifies the Human Resources Department of his/her intent to retire no later than June 1, four years prior to the anticipated date of the retirement or if the staff member has not received a total salary increase greater than 6% in any of his/her creditable earnings in any of the final four years of employment in the District.

Any staff member who, under the terms of the previous Agreement, gave notice of intent to retire will be governed by the retirement terms of that agreement.

Individuals retiring under this agreement may elect either Section 208.3 Early Retirement Incentive or Section 208.4 "Salary Before Retirement" shown below, provided he/she is eligible, but not both.

Section 208.3: EARLY RETIREMENT INCENTIVE

To be eligible for this incentive, a staff member must provide a copy of his/her most recent annual Teachers' Retirement System (TRS) statement that identifies the number of years of service in TRS and:

- A. have less than 36 years experience credit as of their date of retirement if retiring under the 2.2 enhancement plan; or
- B. have less than 39 years experience credit as of their date of retirement if retiring under the previous TRS retirement plan

If the staff member exceeds this experience credit cap, but has not yet reached age 55, this incentive will be available to such staff member provided he/she retires at the end of the school year in which he/she reaches age 55 within six months of their last day of service, provided that their retirement date is on or before June 30th of the retirement year.

Staff members who qualify and who declare their intent to retire four years before actual retirement shall receive a 6% salary increase over their previous year's base salary for each of the four years prior to retirement and in the year in which they provide proper notification of their intent to retire. This annual salary increase shall be no more than 6% regardless of any salary schedule lane change or step movement. To be eligible for this benefit, the staff member shall notify Human Resources by June 1, of the school year four years prior to the school year in which the staff member will retire.

Staff members who declare their intent to retire under the aforementioned 6% salary increase plan shall not normally be allowed any additional paid extra-duties over and above the previous year's extra-duties payments. In order for a staff member to accept an additional extra-duty over and above the previous year, the staff member must complete and submit a worksheet detailing that the resulting total TRS creditable earnings do not exceed the prior year's TRS creditable earnings by more than 6%.

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At the discretion of the Board, a staff member who has so notified the District and who may have begun receiving the salary increases may withdraw from this early retirement incentive and return to regular employment status just as if participation in this incentive had not begun. In such case the staff member shall reimburse the District any salary increases received under this sub-section on a repayment schedule to be agreed upon by the Superintendent or designee and the staff member.

Section 208.4: SALARY BEFORE RETIREMENT

A staff member who has worked at least ten (10) years in District 21 and who retires from District 21 and who notifies the Teachers' Retirement System (TRS) or Illinois Municipal Retirement Fund (IMRF) of his/her retirement shall receive a salary bonus of \$275 for each year worked in District 21. The maximum benefit a staff member may receive under this section will be for 35 years of working in District 21. This bonus shall be paid as part of the staff member's last regular paycheck from the District. The District shall report this salary bonus to TRS or IMRF as part of the staff member's final year salary. Salary before retirement bonus calculations will be consistent with salary experience steps. Fractional years of employment shall be accumulated as such. (See Section 208.3 for exceptions).

For staff members covered by the TRS that access this benefit, this benefit shall be added to their base salary in their retirement year provided that the addition of this benefit, combined with their salary schedule increase in their retirement year, does not exceed an increase of 6%. In circumstances in which the addition of this benefit with their salary schedule increase in their retirement exceeds a 6% increase, the addition of this benefit will be capped at a 6% increase.

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ARTICLE 209

CLASS SIZE

This Article is to evidence the Board and the Association agreement to attempt to address the issue of class size. Nothing contained in this Article shall be subject to the grievance procedure of this Agreement.

The Board has guidelines for all class sizes which reflect an awareness of two responsibilities: 1) maintaining class size at a reasonable level in order to deliver quality educational services, while 2) maintaining expenditures at a level commensurate with district revenues. Because the number of students for any specific grade level or building is influenced by a variety of factors beyond the district's control, class size guidelines must be viewed as building averages: 25 students for primary grades (K-3), 26 students for intermediate grades (4-5), and 27 students for middle school grades (6-8). The number of special program students mainstreamed into a homeroom class will also be considered.

Individual sections which exceed guidelines will be reviewed according to the following cooperative process:

- A. By March 15th a preliminary discussion will be held by the Superintendent and the Association President regarding projected enrollments and class sizes.
- B. By May 1st each building principal and Building Council will jointly review and evaluate projected enrollments and recommend staffing plans for the next school year. For schools that have bilingual/ESL program students, the following procedures will be incorporated:
 1. When developing homerooms in the spring, all Tier C students who will be mainstreamed for 50% of their day or more will be assigned to the regular classroom. (This option will be used in schools where there are self-contained Bilingual and ESL classrooms.)
 2. If there are classes which because of mainstreaming exceed reasonable limits (30 or more), the Building Council will consider ways in which to arrange staff member schedules to eliminate the imbalance.
- C. During May, the Superintendent and Association President will review projected enrollments and staffing plans for the next school year.
- D. As a result of both Step #1 and Step #2, solution options recognizing enrollments, staffing alternatives, class structure alternatives, and finances will be identified on an individual section basis.
- E. The Superintendent and Association President will review current year enrollments and staffing assignments at their September meeting of the Advisory Committee (Section 101.13). The purpose of this meeting will be to verify the identification of all individual sections exceeding the guidelines, to review all identified solution options, and to discuss the most appropriate method for dealing with each identified section. Some options for solutions are listed after number 7 below.

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- F. The Superintendent, or the Superintendent's designee, will report to the Board on this entire process and all District class sizes no later than the regularly-scheduled September meeting.
- G. The issue of class size will be monitored throughout the school year at each building by the Building Council as well as by the Advisory Committee established in Section 101.13. In addition, traveling staff members who are assigned to several buildings can bring their class size concerns to this Advisory Committee.

Options to deal with class size may include, but not be limited to:

- A. Looking at academic abilities of students to determine if a teaching assistant can be utilized either full or part time.
- B. Looking at adjacent grade levels and reorganizing classes which may include split classes.
- C. Looking at options of using other resources within the building, i.e., LMC staff, P.E. staff with extra time, music staff with extra time, to help classroom staff.
- D. Looking at option of sharing a teacher assistant in the building.
- E. Determining if mainstreaming can be adjusted or altered.
- F. Looking at whether or not a full time section should be added.
- G. Prorate the staff member's salary on the basis of the number of overload students and the amount of time those overload students are part of that class load.
- H. Looking at other suggested options that arise after discussion.

ARTICLE 210

**PROFESSIONAL DEVELOPMENT
FOR CERTIFIED STAFF**

Section 210.1: DISTRICT PROVIDED CURRICULUM AND INSTRUCTIONAL DEVELOPMENT

All voluntary staff development activities and curriculum development activities outside the regular work day or work year shall be paid or unpaid at the discretion of the District. If paid, the rate of pay shall be \$25.00 per hour.

Staff development activities and curriculum development activities outside the regular workday or work year shall be mandatory if required by state or federal legislation or regulation or by the joint agreement of the Board and the Association. In such cases the staff members so required to participate shall be paid at the rate of \$30.00 per hour.

Section 210.2: RECERTIFICATION

With the agreement of the Board and Association, a Local Professional Development Committee (LPDC) can be re-established in accordance with the provisions of the Illinois School Code.

ARTICLE 211

**JOB SHARING AGREEMENT
FOR CERTIFIED STAFF**

Section 211.1: DEFINITION OF JOB SHARING

Job sharing can be defined as the voluntary part-time service in which two staff members cooperatively share one full-time equivalent position on a regular basis. Staff members involved in job sharing are required to meet all of the professional requirements of a full-time staff member

Section 211.2: ELIGIBILITY

Only tenure staff members may request to share a full-time position.

- A. **Approval for Participation:** Proposals for job sharing assignments must be submitted to the building principal by February 1st for the following school year. These assignments require the approval of the building principal first and then the Human Resources Department. Building principals will not be required to accept a job sharing team in their building. Granting or denying job sharing to any staff member shall be at the discretion of the principal. Staff members must reapply for participation in a Job Share on a yearly basis. (This section cannot be grieved)
- B. **Re-entry into Full-Time Teaching:** At the end of participation in a Job Share, each participating staff member who desires to return to full-time employment may request to do so. There shall be no guarantee of an assignment in the same building or previous position and will be assigned based upon Section 106.7 (This section cannot be grieved)
- C. **Grade Level or Subject Area:** For subject areas such as Music, PE, LMC, Art, Computer and Discovery Science the schedule must be arranged so staff members see the same students throughout the week. Staff members in an Elementary Job Share must be able to accommodate the A-E schedule. (This section cannot be grieved)
- D. **Termination of Program and/or Individual Position:** A principal is not obligated to renew any Job Share position. If one Job Share partner requests a leave of absence or resigns, the other Job Share partner may be faced with the choice of full-time employment (as assigned based upon Section 106.7) or resignation.

Section 211.3: SALARY AND FRINGE BENEFITS

- A. **Compensation:** Each half-time Job Share partner will receive 50% of the salary he/she would receive on a full-time basis and will work 50% of all student attendance days. In addition, Job Share participants must work all institute days, school improvement days, in-service days and all parent-teacher conferences. Each year of half-time teaching in a Job Share shall be the equivalent of one-half year of service to the District so that two years of part-time service in a Job Share are necessary to move one step on the salary schedule.
- B. **Tenure and Seniority:** Job Share participants will retain their tenure and seniority. Two (2) years of in a Job Share will equal one (1) year increase on the salary and seniority schedule. One (1) year participation will not advance participants on either schedule, nor would a third year participation.

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- C. **Life, Health, Accident, Dental and Disability Insurance:** Job Share participants are eligible for the above fringe benefits. Participants will be responsible for one-half of the District's cost for those benefits.
- D. **Retirement:** Employer and staff member contributions will continue to be based on a percentage of salary as stated in Section 207.5 of this agreement. Credit for TRS will be in accordance with TRS policy.
- E. **Sick Leave:** Sick leave will be pro-rated so each staff member will receive six and one-half (6.5) days of paid sick leave per year. Unused sick leave will accumulate without limitation per staff member. It is required that job sharers cover for each other when one is absent, including when one participant is on maternity leave, except in instances where a sudden onset of illness precludes the job-share partner from making timely arrangements to cover the leave. In no case will one Job Share partner be paid to sub for the other Job Share partner without approval from the Superintendent or his/her designee.
- F. **Personal Leave:** One and one-half (1.5) days may be used for personal leave. Personal leave shall be granted upon written notice by the staff member, filed with the Human Resources Department, preferably two (2) employment days in advance of the date of such requested leave. In no case will one Job Share partner be paid to sub for the other Job Share partner without approval from the Superintendent or his/her designee.

Unused Personal leave shall accumulate to a maximum of three (3) days. Any days accumulated in excess of three days will be deposited in the staff member's sick day accumulation. In no case shall a staff member use more than three personal days in one school year.

- G. **Maternity Leave:** Should a staff member request maternity/child rearing leave while participating in the job sharing program, he/she must make arrangements with the job sharing partner so they will cover for the absent staff member during this time period. In no case will one Job Share partner be paid to sub for the other Job Share partner without approval from the Superintendent or his/her designee. (This section cannot be grieved)

Be aware that when you have participated for one full school term in a job share position, you will not be eligible for FMLA leave. However, you may elect to use twelve weeks of unpaid leave. (This section cannot be grieved)

- H. **Tuition Reimbursement:** Tuition shall be reimbursed at 50% of the rate stated in this Agreement for graduate work between the Bachelor and Master's degree.

Section 211.4: WRITING A PROPOSAL

When a job sharing team wishes to share a teaching position for a school year, specific guidelines need to be met. By February 1st, the staff members must jointly complete the job share application available from the Human Resources Department and submit to their Principal the application and written program proposal.

Collective Bargaining Agreement between District 21 Board of Education
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ARTICLE 212

DURATION OF THE AGREEMENT

Article 100 and Article 200 of this agreement shall be effective from **August 1, 2010** and shall remain in effect until **August 1, 2014** for all staff members that are covered by Article 200 of this agreement.

Dated: **March 18, 2010**

In witness thereof:

For District 21 Education Association

For School District 21 Board of Education

President

President

Secretary

Secretary

APPENDIX 200A -200D

**CERTIFIED STAFF
SALARY SCHEDULES**

FOR SCHOOL YEARS

2010-2011

2011-2012

2012-2013

2013-2014

District 21 Education Association 2010-11 Teacher Salary Schedule

APPENDIX 200A

Step	BA			BA+12			BA+24			MA			MA+15			MA+30		
	Base	TRS	Total	Base	TRS	Total	Base	TRS	Total	Base	TRS	Total	Base	TRS	Total	Base	TRS	Total
25										90,555	9,395	99,950	95,110	9,867	104,977	101,494	10,531	112,025
24										88,039	9,134	97,173	92,858	9,634	102,492	96,642	10,027	106,669
23				74,939	7,775	82,714	82,060	8,514	90,574	87,566	9,086	96,652	92,203	9,567	101,770	95,713	9,931	105,644
22				74,525	7,732	82,257	81,715	8,478	90,193	86,614	8,987	95,601	91,367	9,479	100,846	94,745	9,830	104,575
21				74,110	7,689	81,799	81,314	8,436	89,750	85,686	8,891	94,577	90,407	9,380	99,787	93,817	9,734	103,551
20				73,821	7,659	81,480	78,905	8,186	87,091	84,147	8,730	92,877	88,783	9,212	97,995	92,253	9,571	101,824
19				72,703	7,543	80,246	76,263	7,912	84,175	82,606	8,572	91,178	87,360	9,063	96,423	91,507	9,494	101,001
18				71,386	7,407	78,793	73,733	7,650	81,383	80,998	8,404	89,402	85,279	8,848	94,127	89,527	9,288	98,815
17				69,390	7,199	76,589	71,419	7,410	78,829	78,645	8,160	86,805	82,745	8,585	91,330	86,833	9,009	95,842
16				65,358	6,781	72,139	69,366	7,197	76,563	76,113	7,898	84,011	80,210	8,323	88,533	84,297	8,746	93,043
15	59,564	6,180	65,744	63,892	6,629	70,521	66,894	6,940	73,834	72,529	7,525	80,054	77,132	8,003	85,135	81,066	8,411	89,477
14	58,411	6,060	64,471	62,186	6,452	68,638	64,924	6,736	71,660	68,165	7,072	75,237	72,786	7,551	80,337	77,132	8,003	85,135
13	57,897	6,007	63,904	60,133	6,239	66,372	62,363	6,470	68,833	65,103	6,755	71,858	69,191	7,179	76,370	73,780	7,654	81,434
12	55,977	5,807	61,784	58,116	6,030	64,146	60,249	6,251	66,500	63,844	6,624	70,468	67,822	7,037	74,859	71,917	7,462	79,379
11	54,038	5,607	59,645	55,977	5,807	61,784	59,543	6,178	65,721	62,932	6,529	69,461	66,993	6,950	73,943	71,095	7,376	78,471
10	52,454	5,442	57,896	55,409	5,749	61,158	58,875	6,108	64,983	62,021	6,435	68,456	66,163	6,865	73,028	70,272	7,291	77,563
9	51,619	5,355	56,974	54,689	5,674	60,363	58,067	6,025	64,092	61,482	6,379	67,861	65,564	6,803	72,367	69,640	7,225	76,865
8	51,043	5,296	56,339	53,999	5,602	59,601	57,376	5,953	63,329	60,762	6,304	67,066	64,844	6,728	71,572	68,919	7,150	76,069
7	50,468	5,236	55,704	53,308	5,531	58,839	56,686	5,881	62,567	60,044	6,229	66,273	64,125	6,654	70,779	68,200	7,076	75,276
6	48,939	5,078	54,017	51,885	5,384	57,269	54,681	5,674	60,355	58,050	6,024	64,074	62,071	6,440	68,511	66,103	6,859	72,962
5	47,187	4,895	52,082	50,138	5,202	55,340	52,283	5,424	57,707	55,749	5,784	61,533	59,728	6,197	65,925	63,712	6,610	70,322
4	45,496	4,720	50,216	48,441	5,026	53,467	50,185	5,207	55,392	53,505	5,551	59,056	57,426	5,958	63,384	61,409	6,371	67,780
3	43,821	4,546	48,367	46,751	4,851	51,602	48,492	5,031	53,523	51,778	5,373	57,151	55,728	5,782	61,510	59,694	6,194	65,888
2	42,153	4,373	46,526	45,063	4,675	49,738	46,796	4,855	51,651	50,081	5,196	55,277	54,031	5,606	59,637	57,980	6,015	63,995
1	40,483	4,200	44,683	43,364	4,500	47,864	45,101	4,679	49,780	48,383	5,020	53,403	52,333	5,429	57,762	56,282	5,840	62,122

District 21 Education Association 2011-12 Teacher Salary Schedule

APPENDIX 200B

Step	BA			BA+12			BA+24			MA			MA+15			MA+30		
	Base	TRS	Total	Base	TRS	Total	Base	TRS	Total	Base	TRS	Total	Base	TRS	Total	Base	TRS	Total
25										91,778	9,522	101,300	96,394	10,000	106,394	102,864	10,673	113,537
24										89,228	9,258	98,486	94,111	9,764	103,875	97,946	10,162	108,108
23				75,950	7,880	83,830	83,168	8,629	91,797	88,749	9,209	97,958	93,448	9,697	103,145	97,006	10,065	107,071
22				75,531	7,837	83,368	82,818	8,593	91,411	87,783	9,109	96,892	92,600	9,607	102,207	96,024	9,963	105,987
21				75,111	7,793	82,904	82,412	8,549	90,961	86,843	9,011	95,854	91,627	9,507	101,134	95,084	9,865	104,949
20				74,817	7,762	82,579	79,970	8,296	88,266	85,283	8,847	94,130	89,982	9,336	99,318	93,498	9,700	103,198
19				73,684	7,645	81,329	77,292	8,018	85,310	83,721	8,687	92,408	88,539	9,185	97,724	92,742	9,622	102,364
18				72,350	7,507	79,857	74,729	7,753	82,482	82,092	8,517	90,609	86,430	8,967	95,397	90,735	9,413	100,148
17				70,327	7,297	77,624	72,383	7,510	79,893	79,707	8,270	87,977	83,862	8,701	92,563	88,005	9,131	97,136
16				66,240	6,873	73,113	70,303	7,294	77,597	77,141	8,005	85,146	81,293	8,435	89,728	85,435	8,864	94,299
15	60,368	6,263	66,631	64,754	6,718	71,472	67,797	7,034	74,831	73,508	7,627	81,135	78,174	8,111	86,285	82,160	8,524	90,684
14	59,200	6,142	65,342	63,026	6,539	69,565	65,800	6,827	72,627	69,085	7,168	76,253	73,768	7,653	81,421	78,174	8,111	86,285
13	58,679	6,088	64,767	60,945	6,323	67,268	63,205	6,558	69,763	65,982	6,846	72,828	70,125	7,276	77,401	74,776	7,757	82,533
12	56,732	5,885	62,617	58,901	6,111	65,012	61,062	6,335	67,397	64,706	6,713	71,419	68,738	7,132	75,870	72,888	7,562	80,450
11	54,768	5,682	60,450	56,732	5,885	62,617	60,347	6,261	66,608	63,782	6,618	70,400	67,897	7,044	74,941	72,054	7,476	79,530
10	53,162	5,516	58,678	56,157	5,826	61,983	59,670	6,191	65,861	62,858	6,522	69,380	67,057	6,957	74,014	71,220	7,389	78,609
9	52,315	5,427	57,742	55,427	5,751	61,178	58,851	6,106	64,957	62,312	6,465	68,777	66,449	6,895	73,344	70,580	7,323	77,903
8	51,732	5,367	57,099	54,728	5,677	60,405	58,150	6,033	64,183	61,582	6,389	67,971	65,720	6,819	72,539	69,849	7,246	77,095
7	51,150	5,307	56,457	54,028	5,606	59,634	57,451	5,961	63,412	60,854	6,313	67,167	64,991	6,744	71,735	69,120	7,171	76,291
6	49,600	5,146	54,746	52,586	5,457	58,043	55,419	5,751	61,170	58,834	6,105	64,939	62,909	6,527	69,436	66,996	6,952	73,948
5	47,824	4,961	52,785	50,815	5,272	56,087	52,988	5,497	58,485	56,502	5,862	62,364	60,534	6,281	66,815	64,572	6,700	71,272
4	46,110	4,784	50,894	49,095	5,094	54,189	50,863	5,277	56,140	54,227	5,626	59,853	58,201	6,039	64,240	62,238	6,457	68,695
3	44,412	4,607	49,019	47,383	4,916	52,299	49,147	5,099	54,246	52,477	5,446	57,923	56,480	5,860	62,340	60,500	6,278	66,778
2	42,722	4,432	47,154	45,671	4,739	50,410	47,428	4,921	52,349	50,757	5,266	56,023	54,761	5,682	60,443	58,763	6,096	64,859
1	41,029	4,257	45,286	43,950	4,561	48,511	45,710	4,743	50,453	49,036	5,088	54,124	53,039	5,502	58,541	57,042	5,919	62,961

**District 21 Education Association
2012-13 Teacher Salary Schedule**

APPENDIX 200C

The 2012-2013 school year salary schedule will be included in Appendix 200C when developed upon the release of the December 2010 Consumer Price Index (CPI) for All Urban Consumers by United States Department of Labor in January 2011. Step movement will occur for those that qualify for step movement. The 2012-2013 school year salary schedule will be developed by increasing the 2011-2012 salary schedule base cell by 75% of the December 2010 Consumer Price Index (CPI) for All Urban Consumers. The impact of the change in CPI will capped at 3.50% and will have a floor of 0.00%.

**District 21 Education Association
2013-14 Teacher Salary Schedule**

APPENDIX 200D

The 2013-2014 school year salary schedule will be included in Appendix 200D when developed upon the release of the December 2011 Consumer Price Index (CPI) for All Urban Consumers by United States Department of Labor in January 2012. Step movement will occur for those that qualify for step movement. The 2013-2014 school year salary schedule will be developed by increasing the 2012-2013 salary schedule base cell by the December 2011 Consumer Price Index (CPI) for All Urban Consumers. The impact of the change in CPI will capped at 3.75% and will have a floor of 1.00%.

APPENDIX 200E

EXTRA-DUTY SCHEDULES

FOR SCHOOL YEARS

2010-2011

2011-2012

2012-2013

2013-2014

Applicable for School Years
 2010-2011
 2011-2012
 2012-2013
 2013-2014

District 21 Education Association
 Extra-Duty Schedule

APPENDIX 200E

	Number of Hours	Rates		
		1-6 Years \$ 25.64	7-12 Years \$ 27.55	13+ Years \$ 29.64
<i>Elementary - Academic</i>				
Art	32.00	\$ 820	\$ 882	\$ 948
Band - Beginning	21.00	538	579	622
Band - Intermediate	98.50	2,526	2,714	2,920
Battle of Books	12.00	308	331	356
Chess	40.00	1,026	1,102	1,186
Chorus	55.00	1,410	1,515	1,630
Computer	32.00	820	882	948
Crafts	36.00	923	992	1,067
Drama	32.00	820	882	948
Intramurals	160.00	4,102	4,408	4,742
Newspaper	32.00	820	882	948
Orchestra- Beginning	21.00	538	579	622
Orchestra - Intermediate	98.50	2,526	2,714	2,920
Patrol	15.00	385	413	445
School Store	20.00	513	551	593
Student Council	34.00	872	937	1,008
<i>Elementary - Supervision</i>				
AM Supervision	87.00	\$ 1,566		
Breakfast	86.50	1,557		
Noon Supervision	169.00	3,042		
PM Supervision	87.00	1,566		
Bus Supervision	130.50	2,349		
Assistant to the Principal		\$ 3,762.34		

2010-2011

2011-2012

2012-2013

2013-2014

Extra-Duty Schedule

	Number of Hours	Rates		
		1-6 Years \$ 25.64	7-12 Years \$ 27.55	13+ Years \$ 29.64
<i>Middle - School Academic</i>				
Art	32.00	\$ 820	\$ 882	\$ 948
Band - Intermediate	98.50	2,526	2,714	2,920
Band - Concert I	150.50	3,859	4,146	4,461
Band - Concert II	98.50	2,526	2,714	2,920
Band - Jazz I	96.00	2,461	2,645	2,845
Band - Jazz II	96.00	2,461	2,645	2,845
Band - Jazz III	48.00	1,231	1,322	1,423
Chess	40.00	1,026	1,102	1,186
Choral Ensemble	40.00	1,026	1,102	1,186
Chorus	56.00	1,436	1,543	1,660
Drama - Directing	80.00	2,051	2,204	2,371
Drama - Sets/Costumes	50.00	1,282	1,378	1,482
Drama - Sound/Lighting	60.00	1,538	1,653	1,778
Home Ec	36.00	923	992	1,067
Honors	30.00	769	827	889
Intramurals	128.00	3,282	3,526	3,794
Literary Magazine	15.00	385	413	445
Musical Variety Productions	104.00	2,667	2,865	3,083
Newspaper	80.00	2,051	2,204	2,371
Orchestra - Intermediate	98.50	2,526	2,714	2,920
Orchestra I	150.50	3,859	4,146	4,461
Orchestra II	98.50	2,526	2,714	2,920
Peer Leaders	45.00	1,154	1,240	1,334
Peer Tutors	30.00	769	827	889
School Store	20.00	513	551	593
Ski Club	70.00	1,795	1,929	2,075
Student Council	56.00	1,436	1,543	1,660
Yearbook	80.00	2,051	2,204	2,371

Applicable for School Years
 2010-2011
 2011-2012
 2012-2013
 2013-2014

District 21 Education Association
 Extra-Duty Schedule

APPENDIX 200E

	Number of Hours	Rates		
		1-6 Years \$ 25.64	7-12 Years \$ 27.55	13+ Years \$ 29.64
<i><u>Middle School Athletics</u></i>				
Basketball	120.00	\$ 3,077	\$ 3,306	\$ 3,557
Cross Country	96.00	2,461	2,645	2,845
Pompon	80.00	2,051	2,204	2,371
Sports Officials	55.00	1,410	1,515	1,630
Track	96.00	2,461	2,645	2,845
Volleyball	108.00	2,769	2,975	3,201
Wrestling	132.00	3,384	3,637	3,912
<i><u>Post Season</u></i>				
IESA Reginal		\$130.15 Half Day / \$260.30 Full Day		
IESA Sectional		\$130.15 Half Day / \$260.30 Full Day		
IESSA State		\$130.15 Half Day / \$260.30 Full Day		
<i><u>Middle School - Supervision</u></i>				
AM Supervision	43.50	\$ 783		
Breakfast	86.50	1,557		
Noon Supervision	84.50	1,521		
PM Supervision	87.00	1,566		
Bus Supervision	130.50	2,349		

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APPENDIX 200F

MISCELLANEOUS SALARY SCHEDULES

Staff members working beyond the regular school year shall be compensated at the rate set forth below:

<u>School Year 2010-2011</u>	<u>Extended Work Period</u>	<u>Daily Rate</u>			
Middle School Dean	Up to 6 Weeks	\$328			
Bilingual Instructional Specialists	Up to 4 Weeks	\$353			
Learning Coaches	Up to 2 Weeks	\$339			
<u>School Year 2011-2012</u>					
Middle School Dean	Up to 6 Weeks	\$333			
Bilingual Instructional Specialists	Up to 4 Weeks	\$358			
Learning Coaches	Up to 2 Weeks	\$344			
<u>School Year 2012-2013</u>					
Middle School Dean	Up to 6 Weeks	*			
Bilingual Instructional Specialists	Up to 4 Weeks	*			
Learning Coaches	Up to 2 Weeks	*			
<u>School Year 2013-2014</u>					
Middle School Dean	Up to 6 Weeks	**			
Bilingual Instructional Specialists	Up to 4 Weeks	**			
Learning Coaches	Up to 2 Weeks	**			

* - The 2012-2013 extended year schedule will be developed upon the release of the December 2010 Consumer Price Index (CPI) for All Urban Consumers by United States Department of Labor in January 2011. The 2012-2013 extended year schedule will be developed by increasing the 2011-2012 salary schedule base cell by 75% of the December 2010 Consumer Price Index (CPI) for All Urban Consumers. The impact of the change in CPI will capped at 3.50% and will have a floor of 0.00%.

** - The 2013-2014 extended year schedule will be developed upon the release of the December 2011 Consumer Price Index (CPI) for All Urban Consumers by United States Department of Labor in January 2012. The 2013-2014 extended year schedule will be developed by increasing the 2012-2013 salary schedule base cell by the December 2011 Consumer Price Index (CPI) for All Urban Consumers. The impact of the change in CPI will capped at 3.75% and will have a floor of 1.00%.

ARTICLE 300

**EVALUATION
FOR EDUCATIONAL SUPPORT PERSONNEL**

Section 300.1: EVALUATION TIMELINE

Evaluations shall be conducted before the end of the probationary period and a minimum of once a year thereafter. The probationary period shall consist of ninety (90) work days. In addition, Educational Support Personnel may be formally evaluated as deemed practical and possible by the supervisor.

It shall be the goal of the parties that evaluation shall be an ongoing informal process in addition to and not inconsistent with the formal process contained herein. To that end, the evaluator and Educational Support Personnel shall meet as needed during the year for the purpose of correcting problems as they occur.

Section 300.2: WRITTEN EVALUATIONS

Formal evaluations shall be in writing, and a copy shall be given to the Educational Support Personnel which he/she shall acknowledge. The content of any evaluation shall not be grievable.

Section 300.3: EVALUATION MEETING

The formal written evaluation shall be based upon the supervisor's total assessment of the Educational Support Personnel's performance and shall be reviewed in a meeting between the Educational Support Personnel and the supervisor. Such meeting shall precede the placement of the evaluation in the Educational Support Personnel's personnel file.

Section 300.4: WRITTEN REVIEW FOLLOW-UP

The Educational Support Personnel shall have the right to submit a written statement regarding any evaluation for inclusion in his/her personnel file, provided such statement is submitted within twenty (20) employment days of the Educational Support Personnel's receipt of the evaluation. An Educational Support Personnel shall not be discriminated against as a consequence of submitting such statement.

Section 300.5: EVALUATION CONCERNS

The supervisor shall identify areas needing improvement. The Educational Support Personnel may request an assessment of the status of concerns in prior written evaluations be included in the next formal written evaluation.

ARTICLE 301

**REDUCTION IN PERSONNEL
FOR EDUCATIONAL SUPPORT PERSONNEL**

Section 301.1: REDUCTION IN FORCE - SENIORITY

If an Educational Support Personnel staff member is removed or dismissed as a result of a decision of the Board to decrease the number of Educational Support Personnel employed by the Board, or to discontinue some particular type of educational support service, the staff member with the shorter length of seniority with the District, within the respective category of position, shall be dismissed first.

If an Educational Support Personnel staff member is involuntarily transferred to another position, he/she shall retain his/her accumulated seniority in the District.

Seniority:

Full-time Educational Support Personnel shall accrue seniority within their respective category of position. Should an Educational Support Personnel staff member transfer to a new category of position, the staff member shall begin to accrue seniority anew in the new category of position. Any accrued seniority in a particular category of position shall not be transferred to another category of position. Length of continuing service in District 21 for purpose of calculating seniority shall include only full-time service. The District shall post up-to-date seniority lists by February 1st of each school year.

If the years of total continuous full-time service within a category of position in School District 21 are equal between two or more staff members, then seniority shall be determined by total continuous, full-time service in School District 21, whether or not within the subject category of position. If two or more staff members remain equal after the application of these factors, the staff member having greater seniority shall be determined by lot.

Seniority would start over if an Educational Support Personnel staff member changed to a certified staff position.

Section 301.2: RECALL RIGHTS

If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position as defined in Article 1.0.1 of this agreement shall be tendered to the staff members so removed or released from that category of position.

In a recall situation, if some people have been recalled from a given category of position and a position becomes available in a different category of position, the Board at its sole discretion may offer that available position to the Released ESP if the Board deems the individual is most suitable for the position. This decision by the Board and/or its administration shall not be grievable.

To be "qualified" for a position, a staff member must meet all of the requirements for the position, as stated in the job description for the position, including any prerequisites established by the Board for staff members in the particular category of position. Job descriptions shall be available from the Human Resource Department. A staff member's failure to maintain the necessary qualifications for a particular

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category of position will result in a waiver of recall rights to any position vacancy arising in such category during the recall period.

An "available position" or "vacancy" shall include any regular full-time educational support position which the Board determines is available within a specific category of position. Any substitute, short-term, temporary or other position which is not available on a regular full-time basis shall not be considered an "available position" or "vacancy."

To be eligible for recall, a released staff member must provide to the Board, in writing, prior to the last day of the school term of the release, the address where the staff member may be reached. The staff member must also notify the Board, in writing, within ten (10) calendar days of the Board's mailing of the notice of vacancy, or within five (5) calendar days of the staff member's receipt of the notice, whichever shall first occur, of the acceptance of any vacant position offered to the staff member during the recall period.

The staff member's failure to notify the Board of acceptance of any vacancy shall constitute rejection of the offer of employment. Any staff member who rejects an offer of an available full-time position in any category of position in which he/she is qualified shall be deemed to have waived his/her recall rights under Section 10-23.5 of The School Code and will no longer be eligible for any other vacant positions that become available during the recall period.

Section 301.3: RETURN AFTER RELEASE

If an Educational Support Personnel has been released and then returns to service during the school year following the release, the Educational Support Personnel shall not suffer loss of seniority but shall not accrue additional seniority for the period after the release and prior to re-employment and shall be restored to all current fringe benefits as promptly as the insurance carrier shall allow.

ARTICLE 302

**WORK YEAR AND WORK DAY
FOR EDUCATIONAL SUPPORT PERSONNEL**

Section 302.1: APPLICATION OF ARTICLE

This Article is intended to set forth the normal work day, work week and work year and to provide a basis for calculating overtime pay.

Section 302.2: NORMAL WORK WEEK

The normal work week and work year for ESP staff members covered by this Agreement shall be as follows (all deviations from the normal work week will be delineated on the annual employment calendar for each job classification as distributed by the Human Resources Department):

Middle School Secretaries 8:00 - 4:15 - 210 days

Work 15 days before Institute Day and 14 days after the last day of school.

***Beginning with the 2011-2012 school year, the Middle School Secretaries will
Work 15 days before Institute Day and 15 days after the last day of school***

Will work on all weather emergency days (will be subtracted from days after last day of school)

7 ¼ hours per day

1 hour unpaid lunch

Two 15 minute breaks 36.25 hrs per week/1,522.5 hrs per school year

Middle School Secretaries (Part-Time) 8:15 - 12:30 - 205 days

Work 10 days before Institute Day and 14 days after the last day of school.

***Beginning with the 2011-2012 school year, the Middle School Secretaries (Part-Time) will
Work 10 days before Institute Day and 15 days after the last day of school***

Will work on all weather emergency days (will be subtracted from days after last day of school)

4.25 hours per day

One 15 minute break

21.25 hrs per week/871.25 hrs per school year

Middle School Secretaries may work only 10 days after the last day of school if their principal approves.
Salaries will be pro-rated accordingly.

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Elementary Secretaries 8:15 - 4:15 - 205 days

Work 15 days before Institute Day and 9 days after the last day of school.

***Beginning with the 2011-2012 school year, the Elementary School Secretaries will
Work 15 days before Institute Day and 10 days after the last day of school***

Will work on all weather emergency days (will be subtracted from days after last day of school)

7 hours per day

1 hour unpaid lunch

Two 15 minute breaks 35 hrs per week/1,435.0 hrs per school year

Library Media Center Assistants - 200 days

Elementary Schools 8:15 - 4:00

Middle Schools 8:00 - 3:45

Work 10 days before Institute Day and 9 days after the last day of school.

***Beginning with the 2011-2012 school year, the Library Media Center Assistants will
Work 10 days before Institute Day and 10 days after the last day of school***

LMC Assistants may work only 4 days after the last day of school if their principal approves. Salaries
will be pro-rated accordingly.

***Beginning with the 2011-2012 school year, LMC Assistants may work only 5 days after the last day of
school if their principal approves. Salaries will be pro-rated accordingly***

Will work on all weather emergency days (will be subtracted from days after last day of school)

6 ¾ hours per day

1 hour unpaid lunch

Two 15 minute breaks 33.75 hrs per week/1,350.0 hrs per school year

Health Assistants - 180 days

Elementary Schools 8:15 - 3:45

Middle Schools 8:00 - 3:30

Will NOT work on all weather emergency days (will be subtracted from days after last day of school)

7 hours per day

30 minutes unpaid lunch

Two 15 minute breaks 35 hrs per week/1,260.0 hrs per school year

ARTICLE 303

**ASSIGNMENTS, VACANCIES AND TRANSFERS
FOR EDUCATIONAL SUPPORT PERSONNEL**

Section 303.1: NOTIFICATION OF ASSIGNMENTS

- A. All Educational Support Personnel shall be given written notice of their anticipated assignments for the forthcoming school year no later than one week prior to their last day of employment of the current school year. If changes in an Educational Support Personnel's assignment are made after such notice is given, the Educational Support Personnel shall be notified promptly.

- B. Any reassignment that is required to meet the needs of the District shall not be capricious in nature. If the reassignment is not acceptable, the staff member shall be given, upon request, the reasons for the reassignment. If the reassignment is not acceptable to the Educational Support Personnel, he/she shall be allowed to resign as soon as a qualified replacement can be employed.

ARTICLE 304

**LEAVES
FOR EDUCATIONAL SUPPORT PERSONNEL**

Section 304.1: SICK LEAVE

All staff members are entitled to thirteen (13) days of paid sick leave per year without loss of pay. Sick leave shall accumulate to two hundred sixty-four (264) days. Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family or household. The immediate family for purposes of the Article shall include: parents, spouse, (step)brothers, (step)sisters, (step)children, grandparents, grandchildren, grandparents-in-law, parents-in-law, brother-in-law, sisters-in-law, aunts, uncles, nieces, nephews, cousins, and legal guardians.

Section 304.2: PERSONAL LEAVE

The Board shall grant each staff member three (3) days of personal leave without loss of pay. Personal leave shall be granted upon written notice by the staff member, filed with the Human Resources Department, preferably two (2) staff member employment days in advance of the date of such requested leave.

Personal leave shall not be granted on a day preceding or following a school holiday, vacation or recess period except for an emergency approved by the Human Resources Department or designee, or for observance of a recognized religious holiday of the staff member's faith. The staff member shall provide acceptable documentation supporting the requested leave with regard to an emergency preceding or following a school holiday, vacation or recess period. This documentation will be kept in the staff member's personnel file.

Such leave shall not be used at any time for participation in any work stoppage or collective bargaining dispute. Such leave shall also not be used to create or extend a honeymoon, or leave that would otherwise be deemed vacation in nature.

Personal Leave shall be computed in units of half (1/2) days. Unused Personal leave shall accumulate to a maximum of six (6) days during a three year period (two per year). Any days accumulated in excess of six (6) days will be deposited in the staff member's sick day accumulation. In no case shall a staff member use more than six (6) Personal days in one school year, nor shall a staff members use Personal leave days on more than two consecutive workdays. (Holidays and weekends do not break up consecutive workdays. As an example, a staff member may not take Personal leave days on a consecutive Thursday, Friday, Monday and Tuesday.)

Personal Leave shall not be used if any other leave of absence provided for herein shall be applicable, with the exception of family and medical leaves under Section 106.2 of this agreement.

A staff member who needs an (one) additional Personal leave day and who has exhausted their own bank of Personal leave days due to the observation of a recognized religious holiday of the staff member's faith shall be granted such leave without loss of salary or benefit provided that the staff member makes up the lost time with additional time as agreed upon by the staff member and the Human Resource Department.

Any questioned application of this section shall be an appropriate item for discussion by the Advisory Committee established in Section 101.13 of this agreement.

ARTICLE 305

**SICK LEAVE BANK
FOR EDUCATIONAL SUPPORT PERSONNEL**

Section 305.1: CERTIFIED/EDUCATIONAL SUPPORT STAFF SICK LEAVE BANK

A Sick Leave Bank has been established and is open and available to any staff member in the defined unit. The purpose of this plan is to provide extended sick leave to those members who incur a prolonged or catastrophic illness or injury. The Sick Leave Bank shall contain only those days contributed by staff members.

- A. **Governing the Sick Leave Bank:** The Association shall act in all matters that concern the policies and administration of the Sick Leave Bank and shall report its decisions in writing to the Superintendent or designee prior to the granting of any sick leave days from the Bank.
- B. **Funding the Sick Leave Bank:** Staff members enrolling in the Bank will donate one sick leave day to the Bank at the beginning of each school year or upon beginning employment with the District. If at any time all sick leave days banked by staff members shall have been exhausted, the Association shall have the authority to either suspend the operation of the Sick Leave Bank for the duration of the then current school year or may assess all participating staff members an additional sick leave day to be contributed to the Sick Leave Bank, and all participating staff members so notified. If the Sick Leave Bank has accumulated approximately two-and-one-half times the number of contributing members, the Association may elect to automatically continue membership for current members for the following year without requiring a new contribution from each member.

The Sick Leave Bank will not be permitted, in the aggregate, to fall into a deficit position.

- C. **Joining the Sick Leave Bank:** Each eligible staff member may enroll in the Sick Leave Bank by signing an authorization card, provided by the Association, at the beginning of the school term or upon beginning employment with the District. This authorization shall continue until the Association and the Human Resources Department is otherwise notified in writing by the staff member.

Once a staff member so notifies the Association and Human Resources Department of his/her withdrawal from the sick leave bank, they may choose to rejoin but they must be a contributing member for at least three (3) full years before they can draw days from the bank.

- D. **Using the Sick Leave Bank:** In order to be eligible to draw from the Sick Leave Bank, a staff member must:
 - 1. Be a contributor to the Sick Leave Bank.
 - 2. Have used all of his/her accumulated sick days.
 - 3. Have been absent from work continuously for five (5) workdays after the exhaustion of accumulated sick leave.
 - 4. Present completed FMLA documentation to the Assistant Superintendent for Human Resources and the Chairman of the Sick Bank outlining the prolonged and serious nature of the illness or injury.

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Staff Members withdrawing sick leave days from the Bank will not have to replace any days so used except as a regular yearly contributing member to the Bank.

- E. **Limits on Use of the Sick Leave Bank:** The use of the Sick Leave Bank shall be limited to the personal illness or injury of the staff member and not to the illness or death of any other person. The Sick Leave Bank shall not be available for use in conjunction with any illness due to elective surgery, cosmetic surgery, infertility, abortion or vasectomy, provided that if complications should arise from such surgery or condition which give rise to catastrophic, prolonged illness, the Sick Leave Bank shall be applicable to any absence due to such illness.

The maximum number of days which may be drawn from the Sick Leave Bank by a single staff member shall be equal to the number of work days remaining in the staff member's regular school year or 30 work days, whichever shall be less.

A staff member who has utilized the Sick Leave Bank during one school year shall not be eligible for withdrawal from the Sick Leave Bank during the next school year unless and until that staff member has been employed for at least sixty (60) employment days during the following school year prior to application for withdrawal of sick leave from the Bank.

A staff member can access the Sick Leave Bank annually except in the following situation: a staff member shall not have access to an additional Sick Leave Bank withdrawal in a third consecutive fiscal year after utilizing the Bank for two consecutive fiscal years.

A staff member withdrawing from membership in the Bank will not be able to withdraw the contributed days.

- G. **Utilization and Liability:** The Association shall have the sole right to determine how Sick Leave Bank days shall be utilized and in addition shall indemnify and hold harmless the Board from any and all claims arising from any and all decisions by the Association in relation to the use or denial of use of the Sick Leave Bank. This obligation to hold harmless shall only be applicable if the District gives the Association written notice within five (5) days of receipt of any charge, lawsuit or claim arising under this section.

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ARTICLE 306

**SALARY AND FRINGE BENEFITS
FOR EDUCATIONAL SUPPORT STAFF**

Section 306.1: SALARY SCHEDULES

The Board and the Association have agreed to compensation levels during this agreement as follows:

- A. Staff members will remain at their 2009-2010 school year salary schedule step and lane for the 2010-2011 school year. The 2010-2011 school year salary schedule is shown in Appendix 300A. The only exception to the above will be those staff members that access the benefits as specified in Article 307.
- B. The 2011-2012 school year salary schedule is shown in Appendix 300B. Step movement will begin again for those that qualify for step movement. The 2011-2012 school year salary schedule was developed by increasing the 2010-2011 salary schedule base cell by 50% of the December 2009 Consumer Price Index (CPI) for All Urban Consumers (2.70%) as reported by United States Department of Labor.
- C. The 2012-2013 school year salary schedule will be included in Appendix 300C when developed upon the release of the December 2010 Consumer Price Index (CPI) for All Urban Consumers by United States Department of Labor in January 2011. Step movement will occur for those that qualify for step movement. The 2012-2013 school year salary schedule will be developed by increasing the 2011-2012 salary schedule base cell by 75% of the December 2010 Consumer Price Index (CPI) for All Urban Consumers. The impact of the change in CPI will capped at 3.50% and will have a floor of 0.00%.
- D. The 2013-2014 school year salary schedule will be included in Appendix 300D when developed upon the release of the December 2011 Consumer Price Index (CPI) for All Urban Consumers by United States Department of Labor in January 2012. Step movement will occur for those that qualify for step movement. The 2013-2014 school year salary schedule will be developed by increasing the 2012-2013 salary schedule base cell by the December 2011 Consumer Price Index (CPI) for All Urban Consumers. The impact of the change in CPI will capped at 3.75% and will have a floor of 1.00%.

	School Year 2010-2011	School Year 2011-2012	School Year 2012-2013	School Year 2013-2014
Step Movement?	No	Yes	Yes	Yes
Lane Movement?	Yes	Yes	Yes	Yes
CPI Base Increase?	No	Yes	Yes	Yes
CPI Limitation	NA	50%	75%	None
Impact of Change in CPI - Floor	NA	NA	0%	1.00%
Impact of Change in CPI - Ceiling	NA	NA	3.50%	3.75%

(Step movement will not be available for the 2010-2011 school year per agreement between the Board and the Association)

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The Board, at its expense, will offer to all clerical ESPs conversational or power second language training in languages deemed appropriate by the Board. The training sessions for this language training will be approximately 2 hours in length once a week for 12 weeks outside of the regular workday. Clerical ESPs who successfully complete this course work will be placed on the Tier II ESP salary schedule for the following school year. To maintain this Tier II placement, the clerical ESP will have to successfully complete, no more than once every 3 years, a second language power/conversational refresher course in the same language as the original language taken. This refresher course will also be outside the regular school day and will be no longer in duration than the original course. This refresher course will also be provided at the District's expense. If the District does not offer the refresher course, the clerical ESP will stay on the Tier II salary schedule until the next offering by the District.

A clerical ESP who demonstrates, to the satisfaction of the District, second language proficiency in one of the second languages which the District offers for language power/conversational courses, will be automatically placed on the Tier II salary schedule and need not take the refresher course to maintain such placement.

ESP's will receive one salary schedule step per year of full time work. Part-time ESP's will receive a step movement in the year following the completion of a full-time equivalent year (ie, 60% FTE would achieve a step movement at the beginning of year 3).

Section 306.2: HEALTH AND ACCIDENT INSURANCE

Retiring ESP's that are eligible for an IMRF pension are entitled to continued insurance coverage under Public Act 86-1444. Retiring ESP's eligible to be covered under Public Act 86-1444 may retain their current individual health coverage provided:

- A. They request such insurance in writing.
- B. The staff member makes timely monthly payments to the District by the first of each month.

Section 306.3: TUITION ALLOTMENT

Each Educational Support Personnel covered in this agreement will be allowed up to \$250.00 per school year for pre-approved educational computer training and Spanish as a second language classes. This educational training is to be undertaken on the staff member's own time and the monies shall be reimbursed upon presentation of a paid receipt from the college or institution of training and evidence that a grade of "C" or better was achieved.

Reimbursement will be dependent upon a signed written agreement that the School District allotment will be repaid to School District 21, by the staff member, if said staff member resigns and does not work for the District for one full year after taking the course.

Section 306.4: PAYMENT TO IMRF

For Educational Support Personnel who are eligible to participate in the Illinois Municipal Retirement Fund (IMRF), the Board will pay the staff member's required contribution. It is the intent of the parties by this Agreement to qualify these payments under Section 414(h) of the Internal Revenue Code. The staff member has no right or claim to the fund so remitted except as they may subsequently become available upon retirement or resignation from IMRF.

ARTICLE 307

**VOLUNTARY RETIREMENT
FOR EDUCATIONAL SUPPORT PERSONNEL**

Individuals retiring under this agreement may elect either Section 307.1 "Early Retirement Incentive" or Section 307.2 "Salary Before Retirement" shown below, provided he/she is eligible, but not both.

Section 307.1 EARLY RETIREMENT INCENTIVE

The Board agrees to pay the staff member's contribution under the Five Plus Five early retirement option within the legislative and/or regulatory guidelines of such program. Increases in individual retirement contributions required by legislative and/or regulatory guidelines beyond the contributions contained within this agreement shall not be the responsibility of the Board but shall remain the sole responsibility of the staff member.

Educational Support Personnel may elect one of the following retirement options:

- A. If District 21 fulfills its financial obligation with respect to an IMRF 5+5 Early Retirement Incentive program during the agreement period, District 21 shall notify the Association and begin discussions with respect to a subsequent IMRF 5+5 Early Retirement Incentive program.
- B. 20%20% Plan.

Staff members eligible for incentive Plan B must be eligible for IMRF retirement and have a minimum of 15 years experience in District 21.

Staff members who qualify and who declare their intent to retire two years before actual retirement shall receive a 20% base wage (not including stipends) increase over their previous wage for the first year after providing such advance notice of retirement and an additional 20% base wage (not including stipends) increase for the second year. To be eligible for this benefit, the staff member must notify Human Resources by June 1, of the school year two years prior to the school year in which the staff member will retire.

Staff members who only give one year's advance notice will receive a 20% base wage (not including stipends) increase over their previous base wage. To be eligible for this benefit the staff member must notify Human Resources by June 1, of the school year prior to the year in which the staff member will retire. If the staff member retires mid-year, this benefit shall be for the 24 months (in the case of the 2 year's advance notice) or for the 12 months (in the case of one year's advance notice) prior to the actual date of retirement. The District shall report this salary bonus to the IMRF as part of the staff member's salary.

At the discretion of the Board, an ESP who has so notified the District and who may have begun receiving the salary increases may withdraw from this early retirement incentive and return to regular employment status just as if participation in this incentive had not begun. In such case the ESP shall reimburse the District any salary increases received under this sub-section on a repayment schedule to be agreed upon by the Superintendent or designee and the ESP.

Collective Bargaining Agreement between District 21 Board of Education
and
District 21 Education Association, IEA-NEA

Section 307.2: SALARY BEFORE RETIREMENT

A staff member who has worked at least ten (10) years in District 21 and who retires from District 21 and who notifies the Illinois Municipal Retirement Fund (IMRF) of his/her retirement shall receive a salary bonus of \$275 for each year worked in District 21. The maximum benefit a staff member may receive under this section will be for 35 years of working in District 21. This bonus shall be paid as part of the staff member's last regular paycheck from the District. The District shall report this salary bonus to the IMRF as part of the staff member's final year salary. Salary before retirement bonus calculations will be consistent with salary experience steps. Fractional years of employment shall be accumulated as such.

Collective Bargaining Agreement between District 21 Board of Education
and
District 21 Education Association, IEA-NEA

ARTICLE 308

DURATION OF THE AGREEMENT

Article 100 and Article 300 of this agreement shall be effective from **August 1, 2010** and shall remain in effect until **August 1, 2014** for all staff members that are covered by Article 300 of this agreement.

Dated: **March 18, 2010**

In witness thereof:

For District 21 Education Association

For School District 21 Board of Education

President

President

Secretary

Secretary

APPENDIX 300A - 300D

**EDUCATIONAL SUPPORT PERSONNEL
SALARY SCHEDULES**

FOR SCHOOL YEARS

2010-2011

2011-2012

2012-2013

2013-2014

**District 21 Education Association
2010-2011 ESP Salary Schedule**

APPENDIX 300A

Step	with IMRF 4.712%						with IMRF 4.712%		
	Without IMRF	Part-Time Lane 1	Health Assistants Lane 2	LMC Assistants Lane 3	Elementary Secretaries Lane 4	Middle School Secretaries Lane 5	Without IMRF	T.A. - Elementary Lane 6	T.A. - Middle School Lane 7
20	29.25	30.63	30.63	30.63	30.63	30.63			
19	27.48	28.77	28.77	28.77	28.77	28.77			
18	26.30	27.54	27.54	27.54	27.54	27.54			
17	25.13	26.31	26.31	26.31	26.31	26.31			
16	24.24	25.38	25.38	25.38	25.38	25.38			
15	23.37	24.47	24.47	24.47	24.47	24.47			
14	22.48	23.54	23.54	23.54	23.54	23.54			
13	21.59	22.61	22.61	22.61	22.61	22.61			
12	20.72	21.70	21.70	21.70	21.70	21.70			
11	19.83	20.76	20.76	20.76	20.76	20.76			
10	19.24	20.15	20.15	20.15	20.15	20.15			
9	18.66	19.54	19.54	19.54	19.54	19.54			
8	18.07	18.92	18.92	18.92	18.92	18.92			
7	17.66	18.49	18.49	18.49	18.49	18.49			
6	17.37	18.19	18.19	18.19	18.19	18.19			
5	17.07	17.87	17.87	17.87	17.87	17.87			
4	16.77	17.56	17.56	17.56	17.56	17.56			
3	16.48	17.26	17.26	17.26	17.26	17.26	25.56	26.76	
2	16.18	16.94	16.94	16.94	16.94	16.94	21.74	22.76	
1	15.89	16.64	16.64	16.64	16.64	16.64	17.92	18.76	

For ESPs that achieve Tier II status as per Section 306.1 of the agreement, their hourly amount shall be increased by \$1.00 over and above their placement on the above salary schedule.

**District 21 Education Association
2011-2012 ESP Salary Schedule**

APPENDIX 300B

	with IMRF 4.712%						with IMRF 4.712%		
	Without <u>IMRF</u>	Part-Time <u>Lane 1</u>	Health Assistants <u>Lane 2</u>	LMC Assistants <u>Lane 3</u>	Elementary Secretaries <u>Lane 4</u>	Middle School Secretaries <u>Lane 5</u>	Without <u>IMRF</u>	T.A. - Elementary <u>Lane 6</u>	T.A. - Middle School <u>Lane 7</u>
Step									
20	29.61	31.01	31.01	31.01	31.01	31.01			
19	27.82	29.13	29.13	29.13	29.13	29.13			
18	26.63	27.88	27.88	27.88	27.88	27.88			
17	25.45	26.65	26.65	26.65	26.65	26.65			
16	24.55	25.71	25.71	25.71	25.71	25.71			
15	23.67	24.79	24.79	24.79	24.79	24.79			
14	22.77	23.84	23.84	23.84	23.84	23.84			
13	21.87	22.90	22.90	22.90	22.90	22.90			
12	20.99	21.98	21.98	21.98	21.98	21.98			
11	20.09	21.04	21.04	21.04	21.04	21.04			
10	19.49	20.41	20.41	20.41	20.41	20.41			
9	18.90	19.79	19.79	19.79	19.79	19.79			
8	18.30	19.16	19.16	19.16	19.16	19.16			
7	17.88	18.72	18.72	18.72	18.72	18.72			
6	17.59	18.42	18.42	18.42	18.42	18.42			
5	17.29	18.10	18.10	18.10	18.10	18.10			
4	16.99	17.79	17.79	17.79	17.79	17.79			
3	16.70	17.49	17.49	17.49	17.49	17.49	25.90	27.12	27.12
2	16.40	17.17	17.17	17.17	17.17	17.17	22.03	23.07	23.07
1	16.10	16.86	16.86	16.86	16.86	16.86	18.16	19.02	19.02

For ESPs that achieve Tier II status as per Section 306.1 of the agreement, their hourly amount shall be increased by \$1.00 over and above their placement on the above salary schedule.

**District 21 Education Association
2012-13 ESP Salary Schedule**

APPENDIX 300C

The 2012-2013 school year salary schedule will be included in Appendix 200C when developed upon the release of the December 2010 Consumer Price Index (CPI) for All Urban Consumers by United States Department of Labor in January 2011. Step movement will occur for those that qualify for step movement. The 2012-2013 school year salary schedule will be developed by increasing the 2011-2012 salary schedule base cell by 75% of the December 2010 Consumer Price Index (CPI) for All Urban Consumers. The impact of the change in CPI will capped at 3.50% and will have a floor of 0.00%.

**District 21 Education Association
2013-14 ESP Salary Schedule**

APPENDIX 300D

The 2013-2014 school year salary schedule will be included in Appendix 200D when developed upon the release of the December 2011 Consumer Price Index (CPI) for All Urban Consumers by United States Department of Labor in January 2012. Step movement will occur for those that qualify for step movement. The 2013-2014 school year salary schedule will be developed by increasing the 2012-2013 salary schedule base cell by the December 2011 Consumer Price Index (CPI) for All Urban Consumers. The impact of the change in CPI will capped at 3.75% and will have a floor of 1.00%.

APPENDIX 300E

EXTRA-DUTY SCHEDULES

FOR SCHOOL YEARS

2010-2011

2011-2012

2012-2013

2013-2014

Applicable for School Years
 2010-2011
 2011-2012
 2012-2013
 2013-2014

District 21 Education Association
 Extra-Duty Schedule

APPENDIX 300E

	Number of Hours	Rates		
		1-6 Years \$ 25.64	7-12 Years \$ 27.55	13+ Years \$ 29.64
<i>Elementary - Academic</i>				
Art	32.00	\$ 820	\$ 882	\$ 948
Band - Beginning	21.00	538	579	622
Band - Intermediate	98.50	2,526	2,714	2,920
Battle of Books	12.00	308	331	356
Chess	40.00	1,026	1,102	1,186
Chorus	55.00	1,410	1,515	1,630
Computer	32.00	820	882	948
Crafts	36.00	923	992	1,067
Drama	32.00	820	882	948
Intramurals	160.00	4,102	4,408	4,742
Newspaper	32.00	820	882	948
Orchestra- Beginning	21.00	538	579	622
Orchestra - Intermediate	98.50	2,526	2,714	2,920
Patrol	15.00	385	413	445
School Store	20.00	513	551	593
Student Council	34.00	872	937	1,008
<i>Elementary - Supervision</i>				
AM Supervision	87.00	\$ 1,566		
Breakfast	86.50	1,557		
Noon Supervision	169.00	3,042		
PM Supervision	87.00	1,566		
Bus Supervision	130.50	2,349		
Assistant to the Principal		\$ 3,762.34		

Applicable for School Years

2010-2011

2011-2012

2012-2013

2013-2014

District 21 Education Association

Extra-Duty Schedule

APPENDIX 300E

	Number of Hours	Rates		
		1-6 Years \$ 25.64	7-12 Years \$ 27.55	13+ Years \$ 29.64
<i>Middle - School Academic</i>				
Art	32.00	\$ 820	\$ 882	\$ 948
Band - Intermediate	98.50	2,526	2,714	2,920
Band - Concert I	150.50	3,859	4,146	4,461
Band - Concert II	98.50	2,526	2,714	2,920
Band - Jazz I	96.00	2,461	2,645	2,845
Band - Jazz II	96.00	2,461	2,645	2,845
Band - Jazz III	48.00	1,231	1,322	1,423
Chess	40.00	1,026	1,102	1,186
Choral Ensemble	40.00	1,026	1,102	1,186
Chorus	56.00	1,436	1,543	1,660
Drama - Directing	80.00	2,051	2,204	2,371
Drama - Sets/Costumes	50.00	1,282	1,378	1,482
Drama - Sound/Lighting	60.00	1,538	1,653	1,778
Home Ec	36.00	923	992	1,067
Honors	30.00	769	827	889
Intramurals	128.00	3,282	3,526	3,794
Literary Magazine	15.00	385	413	445
Musical Variety Productions	104.00	2,667	2,865	3,083
Newspaper	80.00	2,051	2,204	2,371
Orchestra - Intermediate	98.50	2,526	2,714	2,920
Orchestra I	150.50	3,859	4,146	4,461
Orchestra II	98.50	2,526	2,714	2,920
Peer Leaders	45.00	1,154	1,240	1,334
Peer Tutors	30.00	769	827	889
School Store	20.00	513	551	593
Ski Club	70.00	1,795	1,929	2,075
Student Council	56.00	1,436	1,543	1,660
Yearbook	80.00	2,051	2,204	2,371

Applicable for School Years

District 21 Education Association

APPENDIX 300E

2010-2011

Extra-Duty Schedule

2011-2012

2012-2013

2013-2014

	Number of Hours	Rates		
		1-6 Years \$ 25.64	7-12 Years \$ 27.55	13+ Years \$ 29.64
<i><u>Middle School Athletics</u></i>				
Basketball	120.00	\$ 3,077	\$ 3,306	\$ 3,557
Cross Country	96.00	2,461	2,645	2,845
Pompon	80.00	2,051	2,204	2,371
Sports Officials	55.00	1,410	1,515	1,630
Track	96.00	2,461	2,645	2,845
Volleyball	108.00	2,769	2,975	3,201
Wrestling	132.00	3,384	3,637	3,912
<i><u>Post Season</u></i>				
IESA Reginal		\$130.15 Half Day / \$260.30 Full Day		
IESA Sectional		\$130.15 Half Day / \$260.30 Full Day		
IESSA State		\$130.15 Half Day / \$260.30 Full Day		
<i><u>Middle School - Supervision</u></i>				
AM Supervision	43.50	\$ 783		
Breakfast	86.50	1,557		
Noon Supervision	84.50	1,521		
PM Supervision	87.00	1,566		
Bus Supervision	130.50	2,349		

ARTICLE 400

**EMPLOYMENT CONDITIONS
FOR CUSTODIAL-MAINTENANCE PERSONNEL**

Section 400.1: STAFF MEMBER WORK DAY

The regular work day for a full-time staff member shall not exceed eight (8) hours. Normal work hours during the school year for Custodial-Maintenance staff member classifications shall be as follows:

Elementary School Head Custodians 6:30am to 3:00pm

8.5 hours per day
½ hour unpaid duty-free lunch
Two 15 minute breaks

Middle School Head Custodians 6:30am to 3:00pm

8.5 hours per day
½ hour unpaid duty-free lunch
Two 15 minute breaks

Middle School Mid-Day Custodians 10:30am to 7:00pm

8.5 hours per day
½ hour unpaid duty-free lunch
Two 15 minute breaks

Elementary School Night Custodians 3:00pm to 11:00pm

8.0 hours per day
½ hour paid duty-free lunch
Two 15 minute breaks

Middle School Night Custodians 3:30pm to 11:30pm

8.0 hours per day
½ hour paid duty-free lunch
Two 15 minute breaks

Relief Custodians assigned to one of the categories noted above, based upon need

TBA
½ hour paid or unpaid duty-free lunch, based upon assignment
Two 15 minute breaks

Maintenance 7:00am to 3:30pm

8.5 hours per day
½ hour unpaid duty-free lunch
Two 15 minute breaks

Summer Day Shift (All staff members) 6:00am to 2:30pm

8.5 hours per day
1 hour paid duty-free lunch
Two 15 minute breaks
(Breaks cannot be combined with the 1 hour duty-free lunch)

Collective Bargaining Agreement between District 21 Board of Education
and
District 21 Education Association, IEA-NEA

Staff members who do not work five (5) contiguous days shall be reimbursed at the rate of one and one-half times their regular hourly pay for all work performed on Saturday. Except as the needs of the District otherwise require, when school is not in session all staff members shall work the Day Shift.

Additionally, consideration shall be given to alterations of the above schedules in order to accommodate the needs of individual building sites. Such alterations shall be agreed upon by the Assistant Superintendent for Planning or his/her designee and the Association.

Staff members are entitled to two (2) fifteen-minute breaks each day. Breaks may not be combined to otherwise shorten the workday at the beginning or end of the day or to extend a lunch break on a permanent basis.

All CM staff are required to attend the equivalent of one staff meeting (one hour) dedicated to the delivery of information, including but not limited to sexual harassment, internet access and OSHA regulations, as required by law. This one hour requirement is mandatory for all staff and must be completed annually by October 31st.

Section 400.2: CLOTHING ALLOWANCE

Each non-probationary staff member shall be provided an annual allowance of up to \$165.00 or the equivalent of five uniforms, whichever is more, toward the purchase of approved uniform attire. This annual allowance is provided to cover from July 1 to June 30. The menu choices of uniform attire will be agreed upon by the Board or its designees and the Association annually by February 1st. If agreement cannot be reached by February 1st, the menu options of uniform attire will be the same as the preceding year. A minimum of two (2) uniforms will be required for all Custodial-Maintenance staff members in their annual order.

Uniforms will be purchased before the start of the school year. Board provided clothing must be worn at all times while on duty and should not be torn, tattered, or altered. Custodial-Maintenance staff members shall return all Board provided clothing upon termination of employment. Failure to wear Board provided clothing while on duty may result in disciplinary measures.

A staff member may wear shorts while on duty except in situations where safety concerns dictate that shorts should not be worn. Situations dictating safety concerns may not be defined in a capricious nature.

Custodial Maintenance staff shall be allowed to wear denim jeans as agreed upon by the Association and the Administration, or a committee comprised of Association and Administration representatives. Denim jean pants, as agreed to per the above, shall be added to the annual clothing allowance options.

Probationary staff members shall be provided three (3) uniforms and no jacket. In the event the probationary staff member leaves the district before successfully completing the probationary period, he/she will return and reimburse the district for the cost of the uniforms.

Collective Bargaining Agreement between District 21 Board of Education
and
District 21 Education Association, IEA-NEA

The Board shall provide an annual allowance of \$100.00 toward the purchase of one pair of steel-toed shoes, for all staff members, which shall be worn by the staff member when on duty. The staff member will have a choice of:

- A. Buying shoes and providing proof of purchase to the Operations & Maintenance Department for proper reimbursement.
- B. Requesting a \$100.00 advance and then submitting the receipt for shoes within five work days. The maximum reimbursement will be the lesser of \$100.00 or actual cost of shoes evidenced by receipt.

Staff members who disregard the wearing of steel-toed shoes shall be warned in writing on the first offense and suspended for one day without pay for any offense thereafter.

Section 400.3: STAFF MEMBER TRAVEL

Staff members traveling between buildings during the course of the work day shall be reimbursed at the prevailing IRS approved rate when using their own vehicle. The foregoing shall include travel between buildings by staff members regularly assigned to such buildings.

Staff members shall be required to submit annually a copy of their current valid driver's license and proof of vehicle insurance.

Section 400.4: HAZARDOUS WORKING CONDITIONS

Staff members shall not be required to work under clearly unsafe or hazardous conditions. Staff members shall not be required to enter a school building at a time when there is a clear and present danger of the presence of an intruder.

Section 400.5: BUILDING SECURITY

No staff member shall be required to perform evening (after dark) building checks except when accompanied by another staff member or an appropriate security officer or other designee of the Board or except when such building checks occur as part of the staff member's normal custodial duties. Non-security assignments may be given to a staff member during these hours without being accompanied by another staff member; however, the district will make a reasonable attempt to have additional staff present during such situations.

ARTICLE 401

**EMPLOYMENT PRACTICES
FOR CUSTODIAL-MAINTENANCE PERSONNEL**

Section 401.1: PROBATIONARY PERIOD

A new staff member shall be termed a "probationary" staff member. The probationary period shall be one hundred and eighty (180) days. Having passed the probationary period and having become a regular staff member, such a staff member shall be considered a continuing staff member from year to year unless the staff member resigns by giving two (2) weeks written notice prior to the final day of work or unless the staff member is terminated in accordance with the provisions of this Agreement.

Section 401.2: EVALUATION TIMELINE

Evaluations shall be conducted twice before the end of the probationary period (at ninety (90) and one hundred and eighty (180) days) and a minimum of once a year thereafter. In addition, Custodian-Maintenance Personnel may be formally evaluated as deemed practical and possible by the supervisor.

It shall be the goal of the parties that evaluation shall be an ongoing informal process in addition to and not inconsistent with the formal process contained herein. To that end, the evaluator and Custodian-Maintenance Personnel shall meet as needed during the year for the purpose of correcting problems as they occur.

Section 401.3: WRITTEN EVALUATIONS

Formal evaluations shall be in writing, and a copy shall be given to the Custodian-Maintenance Personnel which he/she shall acknowledge. The content of any evaluation shall not be grievable.

Section 401.4: EVALUATION MEETING

The formal written evaluation shall be based upon the supervisor's total assessment of the Custodian-Maintenance Personnel's performance and shall be reviewed in a meeting between the Custodian-Maintenance Personnel and the supervisor. Such meeting shall precede the placement of the evaluation in the Custodian-Maintenance Personnel's personnel file.

Section 401.5: WRITTEN REVIEW FOLLOW-UP

The Custodian-Maintenance Personnel shall have the right to submit a written statement regarding any evaluation for inclusion in his/her personnel file, provided such statement is submitted within twenty (20) employment days of the Custodian-Maintenance Personnel's receipt of the evaluation. An Custodian-Maintenance Personnel shall not be discriminated against as a consequence of submitting such statement.

Section 401.6: EVALUATION CONCERNS

The supervisor shall identify areas needing improvement. The Custodian-Maintenance Personnel may request an assessment of the status of concerns in prior written evaluations be included in the next formal written evaluation.

Section 401.7 STAFF MEMBER SENIORITY

Seniority shall begin upon the completion of the probationary period and upon that completion shall revert to the first day of employment. The staff member shall have seniority in the department in which he/she is working or has worked on the effective date of this Agreement. If a staff member transfers from one department to another department, he/she shall carry forth his/her seniority. By February 1st of each year the Board shall publish a district-wide seniority list by department.

Collective Bargaining Agreement between District 21 Board of Education
and
District 21 Education Association, IEA-NEA

Section 401.8: STAFF MEMBER RESIGNATION

Should a staff member elect to resign from the District, a notice to the staff member's supervisor and the Assistant Superintendent for Human Resources or his/her designee shall be given two (2) weeks before the effective date of the resignation.

Section 401.9: LAY-OFF PROCEDURE

- A. In the event of a lay-off of regular staff members, including lay-offs caused by the closure of a facility, the Administration shall attempt to accomplish lay-offs by attrition. In the event necessary lay-offs in staff members cannot be adequately accomplished by attrition, the selection of staff members to be laid-off shall be in the reverse order of district-wide seniority within the affected department. Departments shall be maintenance, custodial, elementary school head custodian and middle school head custodian.
- B. No staff member shall suffer any reduction in pay for a period of one (1) year because of a change in classification as a result of the implementation of this procedure.
- C. In the event of a tie in seniority, the decision shall be made by the drawing of lots with a representative of the Association present.
- D. In the event that within one (1) year from the date of his/her lay-off a vacancy occurs in any classification for which he/she is qualified, a laid-off staff member shall be entitled to recall thereto in inverse order of lay-off.
- E. When rehiring laid-off staff members, the School District shall notify them personally or by certified mail at the last known address. If such staff members do not notify the School District within ten (10) calendar days from the mailing date or receipt of such notice, whichever shall first occur, that they will report for work on the date specified, or give reasonable and acceptable reasons for unavoidable delay beyond such time, they shall be considered as having resigned and all seniority shall be terminated.
- F. Reductions within the Head Custodian Position shall occur as follows:
 1. If a reduction occurs within the Middle School Head Custodian classification, he/she shall exercise his/her seniority within the K-5 Head Custodian classification and replace the least senior staff member.
 2. If a reduction occurs within the K-5 Head Custodian classification, he/she shall exercise his/her seniority within the Custodian classification and replace the least senior staff member.

Section 401.10: DISCHARGE

Full time non-probationary staff members who are dismissed shall have the right to a meeting as soon as feasible with the Superintendent or his/her designee to discuss such dismissal, and may be accompanied at such meeting by a representative of the Association. This section shall not be applicable to reduction-in-force.

The Board shall not dismiss a non-probationary staff member for reasons relating to inadequacy of performance unless a written notice of such inadequacy has been provided the staff member at least seven (7) calendar days prior thereto. Such dismissal shall not be arbitrary.

Collective Bargaining Agreement between District 21 Board of Education
and
District 21 Education Association, IEA-NEA

Section 401.11: TEMPORARY ASSIGNMENTS

Any staff member who is assigned duties which are usually completed by staff members in a higher pay category shall be paid at that departmental rate if the assignment exceeds twenty (20) hours in any week. The higher rate will apply to the twenty (20) hours and any additional hours of continuous assignment, during regular work hours, in the higher category in the week following. Any consecutive prior hours in the same pay period shall be paid at the higher rate. A staff member working in such temporary assignment, which shall not continue uninterrupted for more than three (3) calendar months, shall continue to accrue seniority only in his regular department. A staff member shall not be deemed to be working in another job category unless expressly authorized to do so.

Combined total period of employment of any summer part-time staff member shall not exceed five (5) months in any calendar year, unless a longer term is agreed upon by the Board and the Association.

ARTICLE 402

**ASSIGNMENTS, VACANCIES, PROMOTIONS
FOR CUSTODIAL-MAINTENANCE PERSONNEL**

Section 402.1: PROMOTION OR TRANSFER PROCEDURE

Should a staff member wish to be promoted or transferred, such desire should be communicated to the staff member's supervisor and the staff member shall complete a Request For Change Of Assignment form with the Department of Human Resources.

Section 402.2: LATERAL TRANSFER

If a staff member requests a transfer to another building or position within the same classification, the Board agrees to give due consideration to the background and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to qualified staff members already employed by the Board, provided the decision of the Board shall be final and non-precedent setting.

Section 402.3: PROMOTION PROCEDURE

- A. Notice of positions shall be posted as they become available. Such positions shall not be permanently filled until five (5) working days following the posting.
- B. Any posted position(s) shall contain a description of the duties, the qualifications, and the rate of compensation.
- C. The Board agrees to give due consideration to the background and attainments of all applicants including but not limited to length and quality of service with the Board. To this end the Administration shall interview any staff member who shall formally make application for a vacancy in a higher paying job category, and such interview shall precede any permanent appointment filling such vacancy.

Section 402.4: NOTICE OF ASSIGNMENT

The Board shall seek to notify staff members as early in the summer as feasible if their work location will be changed for the following school term. After notification of a work assignment, any subsequent changes to a staff member's work assignment shall be agreed upon by the Superintendent or his/her designee and the Association. If changes in a Custodian-Maintenance Personnel's assignment are made after such notice is given, the Custodian-Maintenance Personnel shall be notified promptly.

ARTICLE 403

**LEAVES
FOR CUSTODIAL-MAINTENANCE PERSONNEL**

Section 403.1: SICK LEAVE

Each staff member shall be entitled to thirteen (13) sick leave days per work year without loss of pay. Sick leave shall accumulate to two hundred sixty four (264) days. Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family or household. The immediate family for purposes of the Article shall include: parents, spouse, (step)brothers, (step)sisters, (step)children, grandparents, grandchildren, grandparents-in-law, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, nieces, nephews, cousins and legal guardians.

If an immediate supervisor determines that a staff member is abusing sick leave, such as more than three (3) incidents within a twelve-month period, he/she shall have authority to request an official verification by the staff member's physician.

Section 403.2: PERSONAL LEAVE

The Board shall grant each staff member four (4) days of personal leave without loss of pay. If, at the end of a year, the staff member has not used all Personal days, three (3) days may be carried over to be used the following year, but in no case shall a staff member use more than seven (7) Personal days in one year. Except in the case of an emergency, written advanced application describing the necessity for personal business leave shall be submitted as soon as possible to the Superintendent or designee. Unused personal leave days shall be added to accumulated sick leave. The staff member shall not be required to state a reason if notice is received two (2) days in advance - except before or after a holiday or vacation.

ARTICLE 404

**SICK LEAVE BANK
FOR CUSTODIAL-MAINTENANCE PERSONNEL**

Section 404.1: SICK LEAVE BANK

A Sick Leave Bank has been established and is open and available to any staff member in the defined unit. The purpose of this plan is to provide extended sick leave to those members who incur a prolonged or catastrophic illness or injury.

- A. **Governing the Sick Leave Bank:** The Association shall act in all matters that concern the policies and administration of the Sick Leave Bank and shall report its decisions in writing to the Superintendent or designee prior to the granting of any sick leave days from the Bank.
- B. **Funding the Sick Leave Bank:** Staff members enrolling in the Bank will donate one sick leave day to the Bank at the beginning of each school year or upon beginning employment with the District. If at any time all sick leave days banked by staff members shall have been exhausted, the Association shall have the authority to either suspend the operation of the Sick Leave Bank for the duration of the then current school year or may assess all participating staff members an additional sick leave day to be contributed to the Sick Leave Bank, and all participating staff members so notified. If the Sick Leave Bank has accumulated approximately two-and-one-half times the number of contributing members, the Association may elect to automatically continue membership for current members for the following year without requiring a new contribution from each member.

The Sick Leave Bank will not be permitted, in the aggregate, to fall into a deficit position.

- C. **Joining the Sick Leave Bank:** Each eligible staff member may enroll in the Sick Leave Bank by signing an authorization card, provided by the Association, at the beginning of the school term or upon beginning employment with the District. This authorization shall continue until the Association and the Human Resources Department is otherwise notified in writing by the staff member.

Once a member so notifies the Association and Human Resources Department of his/her withdrawal from the sick leave bank, they may choose to rejoin but they must be a contributing member for at least three (3) full years before they can draw days from the bank.

- D. **Using the Sick Leave Bank:** In order to be eligible to draw from the Sick Leave Bank, a staff member must:
 - 1. Be a contributor to the Sick Leave Bank.
 - 2. Have used all of his/her accumulated sick days.
 - 3. Have been absent from work continuously for five (5) workdays after the exhaustion of accumulated sick leave.
 - 4. Present completed FMLA documentation to the Assistant Superintendent for Human Resources and the Chairman of the Sick Bank outlining the prolonged and serious nature of the illness or injury.

Staff members withdrawing sick leave days from the Bank will not have to replace any days so used except as a regular yearly contributing member to the Bank.

Collective Bargaining Agreement between District 21 Board of Education
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- E. **Limits on Use of the Sick Leave Bank:** The use of the Sick Leave Bank shall be limited to the personal illness or injury of the staff member and not to the illness or death of any other person. The Sick Leave Bank shall not be available for use in conjunction with any illness due to elective surgery, cosmetic surgery, infertility, abortion or vasectomy, provided that if complications should arise from such surgery or condition which give rise to catastrophic, prolonged illness, the Sick Leave Bank shall be applicable to any absence due to such illness.

The maximum number of days which may be drawn from the Sick Leave Bank by a single staff member shall be equal to twenty (20) work days.

A staff member can access the Sick Leave Bank annually except in the following situation: a staff member shall not have access to an additional Sick Leave Bank withdrawal in a third consecutive fiscal year after utilizing the Bank for two consecutive fiscal years.

A staff member withdrawing from membership in the Bank will not be able to withdraw the contributed days.

- F. **Utilization and Liability:** The Association shall have the sole right to determine how Sick Leave Bank days shall be utilized and in addition shall indemnify and hold harmless the Board from any and all claims arising from any and all decisions by the Association in relation to the use or denial of use of the Sick Leave Bank. This obligation to hold harmless shall only be applicable if the District gives the Association written notice within five (5) days of receipt of any charge, lawsuit or claim arising under this section.

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ARTICLE 405

**SALARY AND FRINGE BENEFITS
FOR CUSTODIAL-MAINTENANCE PERSONNEL**

Section 405.1: SALARY SCHEDULE

The Board and the Association have agreed to compensation levels during this agreement as follows:

A. Staff members will remain at their 2009-2010 school year salary schedule step and lane for the 2010-2011 school year. The 2010-2011 school year salary schedule is shown in Appendix 400A. The only exception to the above will be those staff members that access the benefits as specified in Article 406.

B. The 2011-2012 school year salary schedule is shown in Appendix 400B. Step movement will begin again for those that qualify for step movement. The 2011-2012 school year salary schedule was developed by increasing the 2010-2011 salary schedule base cell by 50% of the December 2009 Consumer Price Index (CPI) for All Urban Consumers (2.70%) as reported by United States Department of Labor.

C. The 2012-2013 school year salary schedule will be included in Appendix 400C when developed upon the release of the December 2010 Consumer Price Index (CPI) for All Urban Consumers by United States Department of Labor in January 2011. Step movement will occur for those that qualify for step movement. The 2012-2013 school year salary schedule will be developed by increasing the 2011-2012 salary schedule base cell by 75% of the December 2010 Consumer Price Index (CPI) for All Urban Consumers. The impact of the change in CPI will capped at 3.50% and will have a floor of 0%.

D. The 2013-2014 school year salary schedule will be included in Appendix 400D when developed upon the release of the December 2011 Consumer Price Index (CPI) for All Urban Consumers by United States Department of Labor in January 2012. Step movement will occur for those that qualify for step movement. The 2013-2014 school year salary schedule will be developed by increasing the 2012-2013 salary schedule base cell by the December 2011 Consumer Price Index (CPI) for All Urban Consumers. The impact of the change in CPI will capped at 3.75% and will have a floor of 1.00%.

	School Year 2010-2011	School Year 2011-2012	School Year 2012-2013	School Year 2013-2014
Step Movement?	No	Yes	Yes	Yes
Lane Movement?	Yes	Yes	Yes	Yes
CPI Base Increase?	No	Yes	Yes	Yes
CPI Limitation	NA	50%	75%	None
Impact of Change in CPI - Floor	NA	NA	0%	1.00%
Impact of Change in CPI - Ceiling	NA	NA	3.50%	3.75%

Salary schedule movement shall be effective upon the beginning of a new fiscal year. (Step movement will not be available for the 2010-2011 school year per agreement between the Board and the Association)

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Section 405.2: PAYMENT TO THE ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)

Staff members who are eligible to participate in the IMRF, the Board of Education will pay the staff member's contribution. It is the intent of the parties by this Agreement to qualify these payments under Section 414(h) of the Internal Revenue Code. The staff member has no right or claim to the fund so remitted except as they may subsequently become available upon retirement or resignation from the IMRF.

Section 405.3: PAYROLL CHECKS

Twelve (12) month staff members shall be paid over twenty six (26) equal pay checks.

Section 405.4: STAFF MEMBER MEDICAL INSURANCE

Individual coverage shall begin for all new full-time and half- time hires on a payroll deduction basis upon the first day of actual employment. Each staff member shall contribute 1/2 of 1% of the staff member's annual salary (excluding overtime and reimbursements) toward the premium for medical insurance. The Board shall pay the remaining monthly premium for individual medical coverage for all staff members regularly working 50% or more.

Section 405.5: OVERTIME

Custodial and Maintenance personnel are all hired with the mutual agreement that overtime is necessary. Custodial and Maintenance personnel are required to work overtime upon request. The Assistant Superintendent for Planning or his/her designee shall determine which personnel are needed to accomplish the work. When weather conditions dictate that either overtime or a return to work situation is likely, Custodial-Maintenance Personnel should take reasonable measures to ensure that they will be able to accept overtime or return to work assignments as requested. Such measures would include, but not be limited to, the follow:

- A. Have their District provided Push-to-Talk devices with them during off-work hours.
- B. Refrain from any activity that could prohibit their preparedness [ie, alcohol consumption].
- C. Respond to any communication requesting overtime or a return to work assignment within a reasonable amount of time [ie, one half-hour from receiving the communication notice].

Rotation of overtime and return to work assignments will be the intent. Team members will be encouraged to work within their groups to ensure that balance of assignments is achieved.

Overtime shall be paid at the rate of one and one-half times the regular rate of pay for any staff member who works more than forty (40) regular time hours in one week or over eight (8) hours in one shift. Paid holidays, or leave days pursuant to this Agreement, shall be included as regular time for purposes of computing eligibility for overtime.

An overtime meal break shall be given when a staff member is required to work overtime at least three (3) consecutive hours in addition to a regular shift. Such meal break shall be with pay for up to one-half (1/2) hour. If such overtime assignments are six (6) hours or more, the meal break shall be reimbursed not to exceed eight dollars and fifty cents (\$8.50).

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Section 405.6: CALL TIME

Any staff member called to return to work outside of his/her regularly scheduled shift shall be paid a minimum of three (3) hours, unless it is in conjunction with the regular working day.

Section 405.7: HOLIDAY - SUNDAY WORK

The Custodial-Maintenance staff members shall be compensated at three (3) times the regular rate of pay for a non-district event or two (2) times the regular rate of pay for a district event.

When any category of Custodial-Maintenance worker is receiving triple time, all other categories working at that same building will also receive triple time.

When any category of Custodial-Maintenance worker is receiving double time for a district event, all other categories working at that same building will also receive double time.

There shall be no pyramiding of overtime.

Section 405.8: PAID HOLIDAYS

All staff members shall be granted the day off, with pay, on all holidays when the Central Office is scheduled to be closed. If a staff member is required to work on Christmas, July 4, or New Year's when they fall on a Saturday or Sunday, the staff member shall receive holiday pay.

The staff member will be provided one (1) personal day if any additional federal or state holiday waiver(s) requested by the Board of Education is approved by the ISBE.

Section 405.9: VACATION LEAVE

Provided adequate personnel is available throughout the district, vacation may be used once earned. The schedule below shows the number of paid vacation days to be received during each year of continuous employment. Custodian/Maintenance staff members will not be allowed to use vacation days prior to days being earned.

After Six Months	05 Days
After 1 year	10 days
After 5 years	15 days
After 10 years	20 days

If a staff member resigns or is terminated for any reason during the year, the prorated number of vacation days earned will be awarded provided a minimum of two (2) weeks notice has been given.

Vacation shall be taken at times approved by the staff member's immediate supervisor.

Unused vacation days may accumulate to a maximum of forty-five (45) days. On an annual basis staff members may receive payment for accumulated vacation days based upon the following schedule:

After 1 year	05 days
After 5 years	10 days
After 10 years	15 days

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Section 405.10: CUSTODIAL VACATION SCHEDULING

Custodial personnel shall be permitted to request vacation during the time school is in session (approximately September 1 through June 15). Request for vacation shall be granted by seniority.

Request for vacation for the period from September 1 to January 1 shall be made on or before July 1 and the District will post the approved vacation schedule by August 1st. After July 1, seniority will not count. Request for vacation after the cutoff date will be on a first-come, first-serve basis and the request will be processed within ten businesses days from submission.

Request for vacation for the period from January 1 to June 15 shall be made on or before November 1 of the previous year and the District will post the approved vacation schedule by December 1st. After November 1, seniority will not count. Request for vacation after the cutoff date will be on a first-come, first-serve basis and the request will be processed within ten businesses days from submission.

Updates to the vacation schedule posting will be made on a weekly basis via email to each building Head Custodian.

No more than three (3) custodial staff members will be allowed to go on vacation at the same time when school is in session except as approved at the sole discretion of the administration. When school is not in session and the Custodial-Maintenance Personnel are on Day Shift, each building will have a minimum of one custodian on duty.

The Administration will take into consideration situations in which individual custodial staff members have arranged to have their assignment responsibilities covered by another unit member. These arrangements will be effectively communicated to their immediate supervisor within a reasonable timeframe. This paragraph cannot be grieved.

Section 405.11: MAINTENANCE VACATION SCHEDULING

Request for vacation shall be granted by seniority.

Request for vacation for the period from September 1 to January 1 shall be made on or before July 1 and the District will post the approved vacation schedule by August 1st. After July 1, seniority will not count. Request for vacation after the cutoff date will be on a first-come, first-serve basis and the request will be processed within ten businesses days from submission.

Request for vacation for the period from January 1 to June 15 shall be made on or before November 1 of the previous year and the District will post the approved vacation schedule by December 1st. After November 1, seniority will not count. Request for vacation after the cutoff date will be on a first-come, first-serve basis and the request will be processed within ten businesses days from submission.

Updates to the vacation schedule posting will be made on a weekly basis via posting in the Operations & Maintenance Department staff lounge.

No more than two (2) heating and cooling Maintenance staff members will be allowed to go on vacation at the same time except as approved at the sole discretion of the administration.

Collective Bargaining Agreement between District 21 Board of Education
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Section 405.12: LONGEVITY BONUS VACATION

Staff members shall receive one (1) week extra paid vacation after the completion of the 15th year and every five (5) years thereafter until retirement. This is a one-time longevity bonus week, given once every five (5) years after the completion of the 15th year. Step movement dates are identified on the salary schedule for each individual year. Staff members will be notified when longevity bonus is received.

Section 405.13: TUITION REIMBURSEMENT

Each staff member in the bargaining unit will be allowed up to \$500 per school year for pre-approved educational training. This educational training is to be undertaken on the staff member's own time and the monies shall be reimbursed upon presentation of a paid receipt from the college or institution of training and evidence that a grade of "C" or better was achieved.

The Supervisor of the Maintenance and Custodian staff shall have final approval rights determining appropriateness of the course work. Reimbursement will be dependent upon a signed written agreement that the School District allotment will be repaid to School District 21, by the staff member, if said staff member resigns and does not return to School District 21 for the following year.

Section 405.14: HEALTH AND ACCIDENT INSURANCE

Retiring Custodian Maintenance Personnel that are eligible for an IMRF pension are entitled to continued insurance coverage under Public Act 86-1444. Retiring Custodian Maintenance Personnel eligible to be covered under Public Act 86-1444 may retain their current individual health coverage provided:

- A. They request such insurance in writing.
- B. The staff member makes timely monthly payments to the District by the first of each month.

ARTICLE 406

**VOLUNTARY RETIREMENT
FOR CUSTODIAL-MAINTENANCE PERSONNEL**

Individuals retiring under this agreement may elect either Section 406.1 "Early Retirement Incentive" or Section 406.2 "Salary Before Retirement" shown below, provided he/she is eligible, but not both.

Section 406.1: EARLY RETIREMENT INCENTIVE

The Board agrees to pay the staff member's contribution under the Five Plus Five early retirement option within the legislative and/or regulatory guidelines of such program. Increases in individual retirement contributions required by legislative and/or regulatory guidelines beyond the contributions contained within this agreement shall not be the responsibility of the Board but shall remain the sole responsibility of the staff member.

Custodial and Maintenance personnel may elect one of the following retirement options:

- A. If District 21 fulfills its financial obligation with respect to an IMRF 5+5 Early Retirement Incentive program during the agreement period, District 21 shall notify the Association and begin discussions with respect to a subsequent IMRF 5+5 Early Retirement Incentive program.
- B. 20% - 20 % Plan.
Staff members eligible for incentive Plan B must be eligible for IMRF retirement and have a minimum of 15 years experience in District 21.

Staff members who qualify and who declare their intent to retire two years before actual retirement shall receive a 20% base wage (not including stipends) increase over their previous wage for the first year after providing such advance notice of retirement and an additional 20 % base wage (not including stipends) increase for the second year.

Staff members who only give one year's advance notice will receive a 20 % base wage (not including stipends) increase over their previous base wage. If the staff member retires mid-year, this benefit shall be for the 24 months (in the case of the 2 year's advance notice) or for the 12 months (in the case of one year's advance notice) prior to the actual date of retirement. The District shall report this salary bonus to the IMRF as part of the staff member's salary.

Section 406.2: SALARY BEFORE RETIREMENT

A staff member who has worked at least ten (10) years in District 21 and who retires from District 21 and who notifies the Illinois Municipal Retirement Fund of his/her retirement shall receive a salary bonus of \$275 for each year worked in District 21. The maximum benefit a staff member may receive under this section will be for 35 years of working in District 21. This bonus shall be paid as part of the staff member's last regular paycheck from the District. The District shall report this salary bonus to the Illinois Municipal Retirement Fund as part of the staff member's final year salary. Salary before retirement bonus calculations will be consistent with salary experience steps. Fractional years of employment shall be accumulated as such.

Collective Bargaining Agreement between District 21 Board of Education
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ARTICLE 212

DURATION OF THE AGREEMENT

Article 100 and Article 400 of this agreement shall be effective from **July 1, 2010** and shall remain in effect until **July 1, 2014** for all staff members that are covered by Article 400 of this agreement.

Dated: **March 18, 2010**

In witness thereof:

For District 21 Education Association

For School District 21 Board of Education

President

President

Secretary

Secretary

APPENDIX 400A - 400D

**CUSTODIAL-MAINTENANCE PERSONNEL
SALARY SCHEDULES**

FOR SCHOOL YEARS

2010-2011

2011-2012

2012-2013

2013-2014

DISTRICT 21 EDUCATION ASSOCIATION

2010-11 CM Salary Schedule

	Custodian I	Custodian II	Custodian III	Maintenance
Step				
3	\$23.50	\$27.97	\$29.09	\$31.44
2	\$21.14	\$25.61	\$25.74	\$30.09
1	\$20.52	\$24.02	\$24.99	\$27.27

No step movement will be in effect for July 1, 2010 for all Custodial/Maintenance employees per agreement between the Board and the Association.

Following the completion of five (5) years employment with District 21, each employee will receive a \$.02 per hour increase for each full year of employment (calculated on the basis of 2,080 annual hours per year). Employment years will be counted in full years only on a fiscal year basis, July 1 - June 30.

DISTRICT 21 EDUCATION ASSOCIATION

2011-12 CM Salary Schedule

	Custodian I	Custodian II	Custodian III	Maintenance
Step				
3	\$23.82	\$28.34	\$29.47	\$31.86
2	\$21.43	\$25.95	\$26.08	\$30.49
1	\$20.80	\$24.34	\$25.32	\$27.63

Step movement is effective July 1, 2011 for all Custodial/Maintenance employees who were employed by District 21 as of December 31, 2010.

Following the completion of five (5) years employment with District 21, each employee will receive a \$.02 per hour increase for each full year of employment (calculated on the basis of 2,080 annual hours per year). Employment years will be counted in full years only on a fiscal year basis, July 1 - June 30.

DISTRICT 21 EDUCATION ASSOCIATION

2012-13 CM Salary Schedule

The 2012-2013 school year salary schedule will be included in Appendix 200C when developed upon the release of the December 2010 Consumer Price Index (CPI) for All Urban Consumers by United States Department of Labor in January 2011. Step movement will occur for those that qualify for step movement. The 2012-2013 school year salary schedule will be developed by increasing the 2011-2012 salary schedule base cell by 75% of the December 2010 Consumer Price Index (CPI) for All Urban Consumers. The impact of the change in CPI will capped at 3.50% and will have a floor of 0.00%.

DISTRICT 21 EDUCATION ASSOCIATION

2013-14 CM Salary Schedule

The 2013-2014 school year salary schedule will be included in Appendix 200D when developed upon the release of the December 2011 Consumer Price Index (CPI) for All Urban Consumers by United States Department of Labor in January 2012. Step movement will occur for those that qualify for step movement. The 2013-2014 school year salary schedule will be developed by increasing the 2012-2013 salary schedule base cell by the December 2011 Consumer Price Index (CPI) for All Urban Consumers. The impact of the change in CPI will capped at 3.75% and will have a floor of 1.00%.

APPENDIX 400E

EXTRA-DUTY SCHEDULES

FOR SCHOOL YEARS

2010-2011

2011-2012

2012-2013

2013-2014

Applicable for School Years
 2010-2011
 2011-2012
 2012-2013
 2013-2014

District 21 Education Association
 Extra-Duty Schedule

APPENDIX 400E

	Number of Hours	Rates		
		1-6 Years \$ 25.64	7-12 Years \$ 27.55	13+ Years \$ 29.64
<i>Elementary - Academic</i>				
Art	32.00	\$ 820	\$ 882	\$ 948
Band - Beginning	21.00	538	579	622
Band - Intermediate	98.50	2,526	2,714	2,920
Battle of Books	12.00	308	331	356
Chess	40.00	1,026	1,102	1,186
Chorus	55.00	1,410	1,515	1,630
Computer	32.00	820	882	948
Crafts	36.00	923	992	1,067
Drama	32.00	820	882	948
Intramurals	160.00	4,102	4,408	4,742
Newspaper	32.00	820	882	948
Orchestra- Beginning	21.00	538	579	622
Orchestra - Intermediate	98.50	2,526	2,714	2,920
Patrol	15.00	385	413	445
School Store	20.00	513	551	593
Student Council	34.00	872	937	1,008
<i>Elementary - Supervision</i>				
AM Supervision	87.00	\$ 1,566		
Breakfast	86.50	1,557		
Noon Supervision	169.00	3,042		
PM Supervision	87.00	1,566		
Bus Supervision	130.50	2,349		
Assistant to the Principal		\$ 3,762.34		

2010-2011

2011-2012

2012-2013

2013-2014

Extra-Duty Schedule

	Number of Hours	Rates		
		1-6 Years \$ 25.64	7-12 Years \$ 27.55	13+ Years \$ 29.64
<i>Middle - School Academic</i>				
Art	32.00	\$ 820	\$ 882	\$ 948
Band - Intermediate	98.50	2,526	2,714	2,920
Band - Concert I	150.50	3,859	4,146	4,461
Band - Concert II	98.50	2,526	2,714	2,920
Band - Jazz I	96.00	2,461	2,645	2,845
Band - Jazz II	96.00	2,461	2,645	2,845
Band - Jazz III	48.00	1,231	1,322	1,423
Chess	40.00	1,026	1,102	1,186
Choral Ensemble	40.00	1,026	1,102	1,186
Chorus	56.00	1,436	1,543	1,660
Drama - Directing	80.00	2,051	2,204	2,371
Drama - Sets/Costumes	50.00	1,282	1,378	1,482
Drama - Sound/Lighting	60.00	1,538	1,653	1,778
Home Ec	36.00	923	992	1,067
Honors	30.00	769	827	889
Intramurals	128.00	3,282	3,526	3,794
Literary Magazine	15.00	385	413	445
Musical Variety Productions	104.00	2,667	2,865	3,083
Newspaper	80.00	2,051	2,204	2,371
Orchestra - Intermediate	98.50	2,526	2,714	2,920
Orchestra I	150.50	3,859	4,146	4,461
Orchestra II	98.50	2,526	2,714	2,920
Peer Leaders	45.00	1,154	1,240	1,334
Peer Tutors	30.00	769	827	889
School Store	20.00	513	551	593
Ski Club	70.00	1,795	1,929	2,075
Student Council	56.00	1,436	1,543	1,660
Yearbook	80.00	2,051	2,204	2,371

Applicable for School Years
 2010-2011
 2011-2012
 2012-2013
 2013-2014

District 21 Education Association
 Extra-Duty Schedule

APPENDIX 400E

	Number of Hours	Rates		
		1-6 Years \$ 25.64	7-12 Years \$ 27.55	13+ Years \$ 29.64
<i><u>Middle School Athletics</u></i>				
Basketball	120.00	\$ 3,077	\$ 3,306	\$ 3,557
Cross Country	96.00	2,461	2,645	2,845
Pompon	80.00	2,051	2,204	2,371
Sports Officials	55.00	1,410	1,515	1,630
Track	96.00	2,461	2,645	2,845
Volleyball	108.00	2,769	2,975	3,201
Wrestling	132.00	3,384	3,637	3,912
<i><u>Post Season</u></i>				
IESA Reginal		\$130.15 Half Day / \$260.30 Full Day		
IESA Sectional		\$130.15 Half Day / \$260.30 Full Day		
IESSA State		\$130.15 Half Day / \$260.30 Full Day		
<i><u>Middle School - Supervision</u></i>				
AM Supervision	43.50	\$ 783		
Breakfast	86.50	1,557		
Noon Supervision	84.50	1,521		
PM Supervision	87.00	1,566		
Bus Supervision	130.50	2,349		