

# **MASTER CONTRACT**

**BETWEEN**

**COMMUNITY UNIT DISTRICT NO. 34**

**BOARD OF EDUCATION**

**AND THE**

**NORTH MAC EDUCATION ASSOCIATION**

**2017 - 2020**

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## **ARTICLE 1 - RECOGNITION**

### **1.1 Unit Definition.**

The North Mac Board of Education of Community Unit School District No. 34, Macoupin, Montgomery, and Sangamon Counties, Illinois, hereinafter referred to as the Board, hereby recognizes the North Mac Education Association, IEA-NEA, hereinafter referred to as the Association, as the exclusive and sole negotiation agents for all full time and regularly employed part time certified and educational service personnel employees excluding all confidential employees, unit secretary, school treasurer, bookkeeper, short term employees, the superintendent, assistant superintendent, administrative assistant to assistant superintendent, principals, assistant principals, dean of students, supervisor of custodial services, bus transportation supervisor and all other administrative, managerial, or supervisory personnel as defined by the Act.

### **1.2 Definitions.**

- A. Teachers:** As used in this contract, “Teacher” or “Teachers” shall refer to all certified staff within the bargaining unit.
- B. ESPs:** As used in this contract, “ESP” or “ESPs” shall refer to all educational support personnel within the bargaining unit.
- C. Employees:** As used in this contract, “Employee” or “Employees” shall refer to all bargaining unit members.

### **1.3 Individual Bargaining.**

The Board agrees not to negotiate with any Employees on any items contained within or appended to this Agreement.

## **ARTICLE 2 – NEGOTIATION PROCEDURES**

### **2.1 Association's Demand to Bargain.**

Unless mutually agreed otherwise, negotiations shall begin no earlier than January 1 or later than May 1 of the year the contract terminates, provided the demand to bargain has been received sixty (60) days prior to the proposed commencement of bargaining sessions.

### **2.2 Proposals.**

All proposals and counter proposals shall be written, dated, and timed with a copy of signed and dated language provided to both sides.

### **2.3 Tentative Agreements.**

When an agreement is reached, both spokespersons will tentatively agree and date the language agreed upon.

### **2.4 Mediation Request.**

If an agreement is not reached within forty-five (45) days of the start of school, either party may request the services of the Federal Mediation and Conciliation Service (FMCS). Additionally, if both parties agree to mediation or if the Illinois Education Labor Relations Board (IELRB) invokes mediation, the services of the Federal Mediation and Conciliation Service (FMCS) will be used. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. If a replacement is unavailable or the parties cannot agree, the IELRB shall be notified. The mediator shall not, without the consent of both parties, recommend terms of settlement or make any findings of fact.

### **2.5 Contract Ratification Timelines, Printing, Costs, and Distribution.**

Within twenty-eight (28) calendar days of reaching tentative agreement on all items, the Association and Board shall hold their respective ratification meetings and shall sign the Agreement. Within twenty-eight (28) calendar days of the signing of this Agreement, the Board agrees to post a copy of the agreement on District website, and place a hard copy in each building's media center. The Board agrees to pay the cost of printing the contract. The Board agrees to provide newly hired Employees with a hard copy of this Agreement by September 15 or within ten (10) days of hire or within twenty-eight (28) calendar days of signing a new contract.

## **ARTICLE 3 – GRIEVANCE PROCEDURE**

### **3.1 Definitions.**

#### **A. “Grievance” Defined.**

A grievance shall be any claim by the Association or any Employee that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement.

#### **B. “Days” Defined.**

All time limits consist of school days, except during summer recess, during which time days shall consist of business days when the unit office is open. All time limits may be extended upon mutual agreement.

### **3.2 Grievance Procedure.**

#### **A. Informal Step.**

The parties hereto acknowledge that it is usually most desirable for any Employee and the immediately involved supervisor to resolve problems through free and informal communications. Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of the Agreement. The Association shall reserve the right to have its representative present to state its views at any step of the grievance procedure.

#### **B. Step One.**

The grievant must file the grievance within twenty (20) days of the event giving rise to the grievance. The grievant shall present the grievance in writing to the supervisor immediately involved who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant and the immediately involved supervisor or designee shall be present for the meeting. The supervisor shall provide a written answer to the grievant within ten (10) days after the meeting. The answer shall include the reasons for the decision.

#### **C. Step Two.**

If the grievance is not resolved at Step One, then the grievant shall refer the grievance to the Superintendent or designee within ten (10) days after the receipt of the Step One answer. The Superintendent shall arrange for a meeting with the grievant to take place within ten (10) days of receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the Superintendent shall have ten (10) days in which to provide a written decision with reasons to the grievant.

#### **D. Step Three.**

If the Association is not satisfied with the disposition of the grievance at Step Two, within 20 days of the receipt of the Superintendent’s decision the Association may submit the grievance to final and binding arbitration under the Voluntary Labor

Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings.

1. Neither the Board nor the Association shall be permitted to assert any issues before the arbitrator which have not previously been disclosed to the other party.
2. The arbitrator shall base his/her decision only on the facts presented by the Board and the Association.
3. The arbitrator shall have no power to alter, amend, nullify, or modify the terms of this Agreement.

### **3.3 General Provisions.**

#### **A. Costs.**

Each party shall bear the full cost for its representation in the grievance procedure.

#### **B. Arbitrator Fees.**

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

#### **C. Arbitration Rules.**

At the mutual agreement of both parties, the expedited arbitration rules of the American Arbitration Association shall be used instead of the voluntary arbitration rules.

#### **D. Transcript Costs.**

If either party requests a transcript of the proceedings, that party shall bear full cost for that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the Board and the Association.

#### **E. No Interruption.**

Any investigation, handling, or processing of any grievance by the grievant or Association shall be conducted so that the instructional programs and related work activities of the grievant or the Employees are not interrupted.

#### **F. Bypassing Steps.**

Any step of the grievance procedure may be bypassed and the grievance brought directly to the next step, if mutually agreed upon by the Association and Superintendent.

#### **G. Class Grievances.**

Class grievances involving one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step Two.

#### **H. Association Participation and Employee Right to be Represented.**

The Board acknowledges the right of the Employee to have a local Association representative present at any step. No Employee shall be required to discuss any



grievance if such an Association representative is not present. No grievance meeting shall be delayed because of the failure of an Association representative to appear as long as the representative has been notified at least forty-eight (48) hours prior to the meeting.

**I. No Reprisals Clause.**

No reprisals shall be taken by the Board or the Administration against any Employee because of the Employee's participation in a grievance.

**J. Release Time.**

The Association President (or designee), grievant, and witnesses shall be released from their regular assignments without loss of pay or benefits to attend arbitration hearings. The witnesses shall be released only for the time necessary to testify at the arbitration hearing.

**K. Filing of Materials.**

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

**L. Grievance Withdrawal.**

A grievance may be withdrawn at any level and shall be treated as never having been filed.

**M. No Written Response or Request.**

If these time limits are not met in filing a grievance or appealing a grievance response, the grievance shall not be processed to the next step and shall be considered withdrawn. If a response to the grievance is not provided within the stated timelines, the grievance may proceed to the next step.

**N. Alternative Filings.**

If the Employee or the Association files any claim or complaint outside the guidelines, rules, and procedures of this Agreement, then the Board shall not be required to process the claim or set of facts through the grievance procedure.

## **ARTICLE 4 – ASSOCIATION RIGHTS**

### **4.1 Meeting Notice and Agenda.**

The president or co-presidents of the Association or the president's or co-presidents' designee shall receive notice of all regular and special meetings of the Board, together with a copy of the agenda or statement of purpose of each meeting via electronic mail no later than 48 hours prior to any regular or special meeting of the Board. Also, any information that is sent to the Board members prior to the meeting that will be considered in open session shall also be sent with the agenda. When school is not in session, the information shall be emailed to an address agreed upon by the administration and the president. Any printed, public information distributed during open session not previously provided to the Association will be provided during the meeting.

### **4.2 Board Minutes.**

A copy of all Board minutes of regular and special meetings shall be available to the president or co-presidents of the Association within three (3) days of approval via the District website. When minutes of the executive sessions are approved for the public, these minutes will also be available to the Association via the District website.

### **4.3 New Hires.**

Names, addresses, and salary/schedule placement of newly hired employees shall be provided upon request of the Association president or co-president or designee within five (5) days of receipt of request.

### **4.4 Use of School Facilities/Equipment.**

#### **A. Facilities.**

The local Association shall have the right to use the school building for meetings at a time when students are not present (or school is not in session) provided the meeting does not interfere with the instructional program and/or the extra-curricular program. Areas of the building that can be used are the employee lounge, cafeteria-kitchen, and/or an individual classroom. Whenever additional custodial or food services are required, the Board may charge the Association the current rate for this service. All scheduled use of the facilities made through the unit office shall take precedence over non-scheduled meetings.

#### **B. Equipment.**

With the approval of the superintendent or designee, the Association shall be allowed reasonable use of school business equipment except for unit office equipment, provided that the use of the equipment does not interfere with instructional and/or extra-curricular programs. The Association shall purchase all supplies and materials used in the business of the Association.

### **4.5 Bulletin Boards/District Mail Service.**

The Association shall have the right to post notices of activities and matters of Association business on designated bulletin boards. The Association may use the employee mailboxes or email accounts for communication to employees which is not political in nature.

#### **4.6 Association Dues Deduction.**

Any Employee who is a member of the Association or who has applied for membership in the Association may sign and deliver to the Board authorization for continuous or annual dues deduction. The appropriate authorization forms shall be provided by the Association. The assignment shall specify the total amount of annual and monthly dues. The authorization is continuous and shall remain in effect from year to year unless the Employee revokes the authorization between August 1 and August 15 of any year. The Association shall hold the Board harmless for any liability arising out of its dues deduction responsibilities.

For Employees employed on or before the start of the school year, the specified amount of dues will be deducted from payroll checks beginning in September and continuing through May. Dues payment will be remitted to the Association within ten (10) working days following each payroll in September through May.

The Association shall hold the Board harmless and defend it against any action or claim of whatever nature in relation to such dues deduction.

The proper authorization for membership dues deductions shall be the signature of the Employee on an authorization form submitted to the Superintendent or his/her designee.

#### **4.7 Fair Share.**

##### **A. Association Membership.**

1. It is recognized that the Association's duties as the sole and exclusive bargaining agent entail expenses for collective bargaining and contract administration which appropriately are shared by all Employees who are beneficiaries of the Agreement. To this end, each Employee as a condition of employment, on or before September 15, shall join the Association or pay a fair share fee to the Association equivalent to the amount of fees uniformly required of members of the Association, including local, state, and national fees.
2. The Association will post the appropriate notices of imposition of any fair share fee in accordance with the rules and regulations of the IELRB.
3. The Association will annually certify in writing to the Board the amount of the fair share fees and will annually certify in writing to the Board that a notice has been posted.

##### **B. Commencement of Deductions.**

The Board shall begin such fair share fee deduction no earlier than fourteen (14) days (or any later period as required by the Rules and Regulations of the IELRB) after certification by the Association, as described in Section 4.6.

##### **C. Hold Harmless.**

The Association, the Illinois Education Association (IEA), and the National Education Association (NEA) agree to defend, indemnify, and hold the Board harmless against any claim, demand, suit, or other form of liability which may arise

by reason of any action taken by the Association or the Board in complying with the provisions of this Section, provided that:

1. The Board gives reasonable notice of such action in writing to the Association, and permits the Associations intervention as a party, if it so desires; and
2. The Board cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels; and
3. 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.

**D. Fair Share Objections.**

In the event an Employee objects to the amount of the fee, the Board shall continue to deduct the fee and the Board shall transmit the fee (or the portion of the fee in dispute) to the IEA which shall hold the fee in escrow in an account established for that purpose. The Board shall continue to transmit the fee to the IEA until further order of the IEA, the IELRB, or a court. If the Employee is entitled to a refund, that Employee shall receive such refund plus any interest earned on the refund during the pendency of the action.

**E. Prevailing Law.**

Should any provisions of this Section be inconsistent with the prevailing law and/or IELRB rules and regulations, the parties shall meet to make any necessary revisions to Section 4.7.

**F. Religious Objections.**

If a non-member Employee declares the right of non-association based upon bona fide religious tenets, the Employee shall have deducted an amount equal to the Employee's proportionate share of Association fees. The Association shall make payment to a non-religious charitable organization agreed upon by the Employee and the Association. If the Employee and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the IELRB in connection with its rules.

**4.8 School Reports.**

The Administration will annually provide the Association president or with a copy of the following documents upon request:

- A. Annual Financial Report (ISBE Report 50-35);
- B. Budget (ISBE Report 50-36);
- C. Illinois School District state financial report;
- D. Spreadsheet with Teacher salary information;
- E. Spreadsheet with ESP salary information;
- F. Seniority List for Certified and ESP

**4.9 Board / Association Communication Committee.**

To promote an exchange of information to improve the relationship between the Association and the Administration/Board, the Board and Association agree to establish a Board/Association Communication Committee. The Committee will meet at mutually agreed upon times, no fewer than 4 times per year (once each quarter) to discuss topics of mutual concern. Both parties, Association and Board, bear equal responsibility in seeing these meetings are held on a timely basis. It is expressly understood this responsibility is not just the responsibility of the Board, but of both parties. The Superintendent and an Association representative will establish an agenda for each meeting including topics brought forth in advance. These topics of mutual concern shall not replace the collective bargaining process. The Committee shall consist of five (5) Association representatives (including elementary, intermediate, middle school, high school and ESP), three (3) administrators, and two (2) Board members.

**4.10 Access to Personnel File.**

One official personnel file on each Employee shall be maintained in the unit office. Copies of any material of an evaluative nature shall be provided in a timely manner to the Employee prior to placement in the Employee's personnel record. Employees shall have the right to examine their personnel files except for documents excluded from such review by law during regular unit office hours in the presence of the Superintendent or designee. The Employee shall also have the right to have a representative of the Association accompany him/her in this examination.

Copies of this file shall be surrendered to the Employee upon termination of service to the district. The district shall keep the original file. Any information that the district is not able to release legally shall require written permission from the former Employee before it shall be released.

**4.11 Association Leave.**

In the event the Association desires to send representatives to local, state, or national conferences, or on other business pertinent to Association affairs, these representatives shall be excused up to eight (8) days without loss of salary providing the Association reimburses the Employer for the total cost of the substitute(s) and that a written notice of leave has been submitted to the Superintendent by the NMEA president or designee.

**4.12 Right of Representation.**

An employee, upon request, shall have the right to have his or her choice of NMEA representative present at any investigatory meeting with an Administrator. An investigatory meeting is a discussion that could in any way lead to a member being disciplined. A member may respectfully request that a Union representative be present for a meeting of this kind. Without a representative present, at any given time for this kind of discussion, the NMEA member may choose not to participate.

## **ARTICLE 5 – VACANCIES AND SENIORITY**

### **5.1 Vacancies.**

#### **A. Vacancies.**

All vacancies shall be posted on the District website and notice of postings emailed to all staff. Additionally, Employees may at any time inform the administration of their interest in a particular position.

#### **B. Posting of Extra-Curricular Positions.**

Vacancies for extra-curricular positions shall be posted within ten (10) days after the Board determines the extracurricular position is to be established or maintained and filled. These vacancies shall be filled under the following circumstances:

1. The resignation or non-renewal of an Employee;
2. An opening being created by the automatic annual vacating of any extracurricular position held by a non-Employee shall be posted as a vacancy;
3. Any newly created position.

#### **C. Removal from Extra Curricular Position.**

All extra-curricular coaches or sponsors to be relieved of those duties shall be notified of the dismissal in person by their immediate supervisor prior to any Board action. The Employee may then request a meeting with the Superintendent to discuss the reasons for removal, and once that step has been completed, request a hearing before the Board.

#### **D. Involuntary Transfer.**

Volunteers will be considered prior to any Employee's being involuntarily transferred.

### **5.2 Teacher Seniority.**

#### **A. Definition.**

"Seniority" for purposes of reduction in force shall be defined as the number of consecutive years of service as a licensed Teacher with the District. The following criteria shall be used in determining District seniority:

1. The Teachers shall begin accumulating District seniority upon rendering the first day employment with the District;
2. Less than full-time employment shall be counted on a pro rata basis;
3. Paid leaves shall not interrupt the consecutive years of continuous service in the District;
4. Unpaid leaves of absence shall not constitute a break in a Teacher's seniority, but unpaid leaves of more than thirty (30) days shall not count towards seniority.

**B. Seniority Tiebreaker.**

In the event that more than one individual Teacher has the same starting date of work, position on the seniority list shall be determined by the following:

1. Date of hire;
2. The Teacher's approved position on the salary schedule (teacher with greater horizontal position shall have the most District seniority); and
3. Drawing lots.

**C. Seniority List.**

The Board will prepare, maintain, and post the seniority list of the licensed Teachers. Each Teacher shall have ten (10) school days to review the seniority list and object to his/her placement and/or present any error to the Superintendent. The Superintendent shall have ten (10) school days after objections are due to make any necessary corrections and post the revised list. Failure to object constitutes acceptance of the Teacher's placement on the seniority list until the next annual posting.

Teachers shall automatically be granted seniority and shall be placed on the appropriate seniority list in the area currently teaching. To achieve placement on other subject area lists, the Teacher must supply and show proof of qualification pursuant to the State Board of Education's licensure regulations.

**5.3 ESP Seniority.**

**A. Definition.**

"Seniority" for purposes of reduction in force shall be defined as the number of consecutive years of service as an ESP in the District as applied in a particular category of position. The following criteria shall be used in determining District seniority:

1. The Employee shall begin accumulating District seniority in his/her category of position upon rendering the first day employment with the District;
2. Less than full-time employment shall be counted on a pro rata basis;
3. Paid leaves shall not interrupt the consecutive years of continuous service in the District; and
4. Unpaid leaves of absence shall not constitute a break in an ESP's seniority, but unpaid leaves of more than thirty (30) days shall not count towards seniority.

**B. Seniority Tiebreaker.**

In the event District seniority is equal, the following procedures will be utilized:

1. Date of hire;

2. Total number of years of continuous service to the District;
3. The total number of years of service in the District regardless of whether or not the service is continuous; and
4. Drawing lots.

**C. Seniority List.**

The Board will prepare, maintain, and post the seniority list for each category of position. Each ESP shall have ten (10) school days to review the seniority list and object to his/her placement and/or present any error to the Superintendent. The Superintendent shall have ten (10) school days after objections are due to make any necessary corrections and post the revised list. Failure to object constitutes acceptance of the ESP's placement on the seniority list until the next annual posting.

**D. ESP Categories of Position.**

ESP's shall be assigned to the following categories of ESP positions: clerical aides, administrative assistants, bus drivers, cafeteria workers, crossing guards, custodians, health aides, nurses, maintenance, mechanics, paraprofessionals, bus monitors, and technology coordinators. In the event the Board transfers the employment of an ESP from one category of position to another category of position, the seniority of such person within the former category of position shall transfer if the Employee's most recent evaluation was rated a satisfactory or higher in the prior category of position.

**E. Recall.**

For the purpose of determining "qualifications" for the purpose of recall under Section 10-23.5 of the *School Code* (105 ILCS 5/10-23.5), an Employee will not be considered qualified for a position unless, at the minimum, that Employee has worked in that category of position prior to the reduction in force.



## **ARTICLE 6 - LEAVES OF ABSENCE**

### **6.1 Sick Leave.**

#### **A. Employee Categories.**

TRS Employees: Full time employees shall be entitled to a minimum of thirteen (13) sick leave days per year. The use of sick leave shall be as defined in 24-6 of the *School Code*. Unused sick leave shall accumulate on an annual basis.

IMRF Employees: Full time employees shall be divided into three (3) classifications: Class 1 Employees are contracted for 170 to 199 days per year; Class 2 Employees are contracted for 200 to 224 days per year; Class 3 Employees are contracted for 225 or more days per year. The use of sick leave shall be as defined in 24-6 of the *School Code*. Unused sick leave shall accumulate on an annual basis.

#### **B. Additional Sick Leave Days.**

TRS Employees: Any Employee who has accumulated ninety (90) days of sick leave at the end of the preceding year will be granted fifteen (15) days per year instead of thirteen (13) in the following years. Any Employee who has accumulated one hundred eighty (180) days of sick leave at the end of the preceding year will be granted sixteen (16) days instead of fifteen (15) in the following years.

IMRF Employees: Any Class 1 Employee who has accumulated ninety (90) days of sick leave at the end of the preceding year will subsequently be granted fifteen (15) days per year instead of thirteen (13) in the following years. Any Class 1 Employee who has accumulated one hundred eighty (180) days of sick leave at the end of the preceding year will be subsequently granted sixteen (16) days instead of fifteen (15) in the following years. Any Class 2 Employee who has accumulated ninety (90) days of sick leave at the end of the preceding year will be subsequently granted sixteen (16) days per year instead of fourteen (14) in the following years. Any Class 2 Employee who has accumulated one hundred eighty (180) days of sick leave at the end of the preceding year will be subsequently granted seventeen (17) days per year. Any Class 3 Employee who has accumulated ninety (90) days of sick leave at the end of the preceding year will be subsequently granted seventeen (17) days per year. Any Class 3 Employee who has accumulated one hundred eighty (180) days of sick leave at the end of the preceding year will be subsequently granted eighteen (18) days per year.

#### **C. Use of Sick Leave.**

For all Employees, the use of sick leave shall be as defined in 24-6 of the *School Code*.

#### **D. Sick Leave Accumulation.**

Unused sick leave days shall accumulate on an annual basis to a maximum of 340 days plus the current year's allotment for TRS Employees. At no time can a TRS employee have over 356 days of accumulated sick leave. IMRF employees will accumulate 240 days plus the current year's allotment by class. At no given time

will an employee accumulate more than 240 days plus their annual allotment per class.

**E. One-half (1/2) Day Sick Leave.**

One-half (1/2) day shall be one-half (1/2) of the actual work hours in a day.

**F. Sick Leave Donation.**

Employees will be allowed to donate up to five (5) sick days each contract year to employees who have exhausted their sick leave. Only members in excess of 15 accumulated sick days will be allowed to donate days. Donated days received per employee are capped at twenty days per contract year. If a member requests and receives more than the allotted twenty days, days will be deducted from donating members on a first received, first taken system.

**6.2 Personal Leave Days.**

All Employees shall have three (3) personal leave days. Each personal day shall consist of a normal work day for that Employee.

**A. Conditions of Use.**

1. At least forty-eight (48) hours prior written notice must be given to the principal/superintendent. The principal may waive the forty-eight (48) hour requirement.
2. Such personal leave may not be used in increments of less than one-half (1/2) day at a time.
3. No more than two (2) Teachers and two (2) ESPs per building may be granted personal leave for the same day. The building principal may waive two (2) Employees per building limit.
4. Unused personal leave shall roll over to a maximum of five (5) personal days. Unused personal days beyond the maximum shall automatically turn into sick days.
5. One-half (1/2) day shall be one-half (1/2) of the actual work hours in a day.
6. No personal days ordinarily may be used immediately before or immediately after a holiday, nor the first and last weeks of school. However, exceptions may be granted by the Superintendent in his or her sole discretion upon written application that sets forth the reasons for the request and the necessity to make an exception to the general personal leave requirements. The granting or denial of such request shall be non-precedential.

**6.3 Professional Leave.**

**A. Teacher Professional Leave.**

Full-time Teachers may be granted professional leave at the discretion of the Superintendent for up to two (2) days per year to

1. Attend a conference, workshop or seminar related to the Employee's assigned subject area or extra-duty assignment; or
2. Visit other schools, view instructional techniques or programs, view new classroom or teaching-related equipment, or to observe exemplary programs related to the Teacher's field.

Requests for professional leave days shall be submitted in writing at least ten (10) days in advance.

**B. ESP Professional Leave.**

Full-time support staff may be granted professional leave at the discretion of the Superintendent for up to two (2) days per year to

1. Attend a conference, workshop or seminar related to the Employee's position; or
2. Visit other schools, view instructional techniques or programs, or to observe exemplary programs related to the Employee's field.

Requests for professional leave days shall be submitted in writing at least (10) ten days in advance.

**6.4 Bereavement Leave.**

Each Employee shall be allowed three (3) days per year of bereavement leave in the event of a death of an Employee's immediate family member. Immediate family is defined as spouse, children, step-children, father, mother, step-parents, parents-in-law, brother, sister, step-brother, step-sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandmother, grandfather, legal guardian, aunt, uncle, nieces and nephews. Bereavement days shall not be deducted from the Employee's sick leave. Days needed in addition to the bereavement days shall be charged to sick leave.

**6.5 Leave of Absence.**

The Board, at its discretion, may grant a leave of absence without pay for one tenured Teacher and one ESP with a minimum of four years seniority for the furtherance of his/her education, for educational travel, for extended illness of immediate family members, or for child-care for the year immediately after the birth or adoption of a child. Any further requests will be reviewed by the Superintendent and granted or denied in accordance with determination of the best interests of the district.

**A. Insurance While on Leave.**

The Employee shall have the option of paying the full premium for insurance benefits while on leave.

**B. Leave Conditions.**

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave, and be consistent with a reasonable continuity of

instruction for students or support needs of the District under the following conditions:

1. Written requests for leave of absence without pay should be made at least sixty (60) days before the leave is desired, subject to approval by the Board;
2. Dates of departure and return must be acceptable to the Administration and determined prior to initiating the request;
3. The Employee shall inform the Superintendent of intent to return to the same or a similar position for which the Employee is qualified, as determined by the needs of the District, not later than February 1 for licensed Teachers and 60 days prior to scheduled return, or less if agreeable to both parties, for ESP's. If the employee fails to inform the Superintendent, the employee waives any right to future employment in the district;
4. Leaves of less than thirty (30) days, if accepted and approved by the Superintendent, will require neither Board approval nor sixty (60) days' notice.

**6.6 Tenured Teacher Increase for Salary Calculation During Leaves.**

In the event a tenured Teacher teaches one hundred twenty (120) days or more, but less than a school year, the Teacher shall be granted a full year's increase for salary calculation purposes.

## **ARTICLE 7 - WORKING CONDITIONS FOR TEACHERS**

### **7.1 Teacher Evaluation Procedures.**

#### **A. Frequency of Evaluations.**

1. Tenured Teachers shall receive a minimum of one (1) formal observation by February 15 and one (1) summative evaluation biennially by April 15. A second observation may be requested by the teacher after the first formal post conference.
2. Non-Tenured Teachers shall receive a minimum of two (2) formal observations by December 15 and one (1) formal observation and one (1) summative evaluation by February 15 of each year. The last formal observation and summative evaluation must be at least 48 hours apart.

#### **B. Procedures.**

1. The evaluating administrator shall give the Teacher notification of a formal observation five (5) school days in advance of the formal observation.
2. The Teacher shall give the pre-conference record to the evaluating administrator 24 hours in advance of the formal observation.
3. The Teacher will make all artifacts available to the evaluating administrator on the day of each formal observation.
4. Each formal observation shall last a minimum of one (1) class period or one (1) complete lesson.
5. The Teacher will complete and submit the written reflection record to the evaluating administrator within two (2) school days following a formal observation.
6. The evaluating administrator will give observation results to the Teacher within five (5) school days of the formal observation.
7. The evaluating administrator will schedule a post conference with the Teacher within ten (10) school days of a formal observation.
8. If a Teacher wishes to add comments, those comments must be completed and submitted to the evaluating administrator within five (5) days of the summative evaluation post conference.

#### **C. Rating Scale.**

1. Excellent
2. Proficient

3. Needs Improvement
4. Unsatisfactory

**D. Teacher Evaluation Procedures.**

Any informal observation that would result in 'needs improvement' or less must be reduced to writing and submitted to the employee within five (5) working days of observation. In addition, said notice shall include written suggestions(s) for improvement.

**7.2 Normal Work Day.**

The normal work day shall be seven and three-quarter ( $7\frac{3}{4}$ ) hours exclusive of such matters as detention duty, parent and/or student conferences, teacher meetings, committee meetings, open houses, and any emergency situations that endanger student welfare or safety thereby requiring teacher presence. Teachers will be allowed to leave immediately after the students on Homecoming if there is an early dismissal time, early dismissal days prior to Thanksgiving, Winter Break (Christmas), and Spring Break (Easter), and the last day of the school year, provided that all required state-and district- required paperwork and reports have been completed.

**7.3 Preparation Time.**

- A. All Teachers 6-12, counselors, and librarians shall be provided preparation and planning time each day during student contact time equal to the length of one student class period.
- B. All Teachers K-5 shall be provided preparation and planning time each week, during student contact time, a minimum of two hundred thirty-five (235) minutes.
- C. All Teachers shall be permitted to leave the building during their preparation periods with the permission of their building principal or designee.
- D. Students will be dismissed according to the early dismissal schedule on the last day of each quarter grading period. The purpose of this early dismissal is to give an opportunity for Teachers to put grades in the computer and do necessary data collection.

**7.4 Class Size.**

The Board and Association agree that class size shall be closely monitored at each grade level/subject area. The numbers assigned to each classroom shall be based upon a variety of factors which include (1) age and grade level of the students, (2) ability level of the students, (3) course content, (4) equipment used, (5) availability of space, and other appropriate factors. The principal shall meet with staff members in the spring of each year to discuss anticipated class size for the forthcoming year. In the event enrollments exceed expectations, the principal will meet with the teacher(s) involved to study the problem.

**7.5 First Student Day.**

On the first student attendance day, the administration shall not schedule Teacher meetings after students are dismissed.

**7.6 Work Year.**

The Teacher work year shall consist of one hundred eighty (180) days and not more than one hundred seventy-six (176) student attendance days. Once the school calendar has been prepared by the Superintendent, the Association will be given ten (10) school days to submit possible changes.

**A. Extended Work Year.**

The Superintendent may request that Teachers in certain areas work additional days at the beginning and/or end of the normal school year. The Superintendent shall develop a form that indicates the additional number of days and the reasons they are required by the needs of the District. All such assignments shall be approved by the Board and paid at the Teacher's daily rate for the number of approved days.

**7.7 Emergencies.**

On days when school is dismissed early for an emergency or for weather related conditions, Teachers shall be allowed to leave the building once students are gone and there is no concern for the welfare of any student as determined by the Superintendent or designee.

**7.8 Notification of Assignments.**

Teachers shall be given written notice of their tentative assignments for the forthcoming school year no later than the last day of school. In the event that a change in such Teacher assignment becomes necessary after the notice, the teacher will be notified as soon as practical.

**7.9 Noon Supervision.**

Teachers can volunteer to supervise noontime activities. If there are no volunteers, Teachers may be assigned noontime supervision. A good faith effort shall be made to distribute assigned supervision within the applicable building, subject to the needs of the District. Itinerant Teachers will not be assigned supervisory duties in more than one building.

**7.10 Unsafe or Hazardous Working Conditions.**

A Teacher shall not be required to enter the building during a bomb threat or other possible life threatening situations.

**7.11 Teacher Equipment.**

Each Teacher will have access to a desk, a computer, and a file cabinet.

**7.12 Solicitation by Staff Members.**

No Teacher shall use his or her position in the district or any district resources to influence parents, students or staff of the district to purchase merchandise, or to perform a service which would accrue to the Teacher's financial benefit.

## **ARTICLE 8 - SALARY AND FRINGE BENEFITS**

### **8.1 Teacher Retirement.**

If a Teacher meets all of the eligibility requirements contained in Paragraph A of this Section, the Teacher shall be paid a retirement benefit in accordance with Paragraph B of this Section.

#### **A. Retirement Incentives.**

To be eligible for retirement incentives, a Teacher

1. Must retire from the District pursuant to the Teacher Retirement System (TRS) rules;
2. Must have at least ten (10) years of full-time, consecutive service as a licensed Teacher in the District. Approved, unpaid leaves and periods of time during which a Teacher is on the District's recall list for purposes of a reduction-in-force shall not count towards accrued service in the District. However, such time shall not constitute an interruption in years of consecutive service in the District;
3. Must submit an irrevocable notice of retirement within ten (10) days after the date this contract is ratified to received benefits beginning with the 2017-2018 school year;
4. Must not cause the Board to pay a penalty imposed by TRS due to the Teacher's salary exceeding the TRS cap if the Teacher retires anytime after he/she begins to receive the benefits under this option;
5. May not be receiving retirement benefits from previous contracts; and
6. May retire before reaching full retirement, if there are no additional costs to the District.

#### **B. Retirement Benefits.**

1. Provided the Teacher meets all the eligibility requirements herein, the Teacher shall remain "off-schedule" and receive a 3% salary increase over the prior year's creditable earnings exclusive of summer school for a maximum of two (2) years for any eligible Teacher submitting irrevocable notice during the 2017-2018, 2018-2019, or 2019-2020 school year in lieu of annual salary increase.
2. Such increases shall be 3% of the Teacher's creditable earnings, exclusive of summer school, of the prior year's total TRS creditable earnings, and such increases shall be in lieu of any other salary increases provided for in the contract. The increases shall be a part of the Teacher's regular pay and shall be paid with the regular paychecks, the last of which will be paid in June of the last school year the Teacher is employed.



3. The Teacher shall perform all extra duties that are used in determining creditable earnings in the years in which benefits under this option are received. A Teacher who does not perform such extra duties shall have his/her compensation reduced accordingly.
4. A Teacher who chooses this retirement option will not be able to earn more than 3% of the previous year's creditable earnings, exclusive of summer school, regardless of assignment, or possible movement on either the salary schedule or extra duty schedule.
5. To the extent that the benefits described under this option shall cause the Board to pay additional penalties to TRS, the Board shall have the right to reduce the payment of these benefits so that the Board will not incur any penalties.

**C. Request to Retire Final.**

The Teacher acknowledges that the District's retirement incentives are based on expressed reliance on the Teacher's declaration to retire. The Teacher acknowledges the retirement is final and irrevocable unless both the Teacher and the Board agree to withdraw and cancel request for retirement. The Teacher acknowledges that the terms and definitions of the contract in force stipulated in the notice of retirement shall govern the benefits due the teacher.

**D. Prior Retirement Agreements.**

Those Employees who submitted their irrevocable intent to retire pursuant to a previous collective bargaining agreement shall retire under the benefits in place when the intent to retire was submitted to the board of education.

**E. ESP Retirement.**

Any ESP who retires after spending a minimum of ten (10) consecutive years of service in the school district shall receive a retirement stipend of \$50.00 for each year of service to the district.

**8.2 Salary.**

**A. Teacher Salary Table.**

The Teacher salary table for 2017-2018, 2018-2019, and 2019-2020 school years is set forth in Appendix A.

**B. ESP Salaries.**

The ESP minimum starting salaries for 2017-2018, 2018-2019, and 2019-2020 school years are set forth in Appendix B.

**C. Teacher Experience.**

Newly hired Teachers may receive credit for each year of Illinois Public School experience they bring into the District.

**D. Teacher Post-Degree Hours.**

All hour credits considered for purposes of salary increase refer to hours earned after the Teacher's receipt of the applicable degree.

Course credit for purposes of additional education block shall be in accordance with the following stipulations:

1. All courses must be (1) at graduate level or be included in a master's degree program or higher at an accredited institution of higher learning; and (2) directly relevant to the Teacher's current instructional area or another area of endorsement, or part of a master's degree program or higher that is directly relevant to the Teacher's current instructional area, directly relevant to the school improvement plan, or in educational administration.
2. Each course must be approved by the Superintendent or designee in writing prior to the beginning of the course and must be submitted to the Superintendent or designee for approval no later than fourteen (14) days prior to the beginning of the course or program. The Superintendent may waive the fourteen (14) day requirement due to special circumstances, provided the request is submitted prior to the beginning of the course.
3. The degree program must be approved by the Superintendent or designee in writing prior to the beginning of the program and must be submitted to the Superintendent or designee no later than fourteen (14) days prior to the beginning of the program. The Superintendent may waive the fourteen (14) day requirement due to special circumstances, provided the request is submitted prior to the beginning of the program.
4. Evidence of successful completion of the course in the form of an official transcript from the university or college shall be submitted to the Superintendent or designee prior to September 1.
5. Staff members may take a maximum of eight (8) graduate hours for purposes of salary increase each fiscal year.
6. An additional stipend of \$910 will be added to the previous year salary, providing all conditions of 8.2.ID.1-5 have been met, at each of the following increments:

BA + 8 graduate hours  
BA + 16 graduate hours  
BA + 24 graduate hours  
MA Awarded  
MA + 8 graduate hours  
MA + 16 graduate hours  
MA + 24 graduate hours  
MA + 32 graduate hours

**8.3 Extra Duty Pay.**

Schedules for extra duty and coaching stipends are attached as Appendix C.

**8.4 Insurance.**

**A. Premiums.**

During the 2017-2018, 2018-2019, and 2019-2020 school years, the Board will pay the equivalent of the combined premiums of basic plan single health insurance, single dental insurance, and single vision insurance, not to exceed \$580 per month cap with 50/50 split up to \$640 per month for each eligible Employee. Family coverage is available to Employees. The Employee shall be responsible for all costs for insurance premiums above the amount paid by the Board.

In the event that spouse are both Employees, they will have the option to have their allowed insurance premium amounts combined and applied to the cost of the family premium amount. The difference for the family premium will be deducted from the salary of the family Employee of their choice.

**B. Health Insurance Eligibility.**

For insurance purposes only, Employees who work a minimum of 30 hours per week and are contracted for a minimum of a semester will be considered eligible for coverage under Article 8.4. These bargaining unit members may elect to decline coverage. Eligible Employees who elect coverage shall have coverage pursuant to the insurance policy elected by the Board.

**C. Term Life Insurance.**

The Board shall purchase term life insurance in the amount of fifteen thousand dollars (\$15,000) for each Employee.

**D. Insurance Committee.**

The Board shall establish an insurance committee comprised of five members – two NMEA members, two Board members, and the Superintendent. The purpose of the committee is to investigate major medical plans, prescription drug, dental, vision care, accidental death and dismemberment, long-term disability, life, and long-term care insurance. The committee shall have the authority to seek proposals from insurance carriers and to interview carriers and shall report their findings to the parties and make recommendations to the Board. It is understood by the parties that the Board may choose to accept or reject the committee's recommendation.

**8.5 Pension Contributions.**

**A. TRS & THIS Contributions.**

In addition to the compensation stated in Appendix A, the Board shall make a contribution on behalf of each Teacher to the State of Illinois Teachers' Retirement System (TRS) equal to 9.0% in 2017-2018, 2018-2019, and 2019-2020 and the Teacher Health Insurance Security Fund (THIS) equal to .88% in 2017-2018, 2018-2019, and 2019-2020 in lieu and in satisfaction of the Teacher's required contribution to TRS and THIS. No Teacher will have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of the Teacher's required contributions is a condition of employment made in order to secure the Teacher's future services, knowledge, and experience.

**B. IMRF Contributions.**

In addition to the minimum starting salaries stated in Appendix B, the Board shall make a contribution on behalf of each ESP to the Illinois IMRF equal to 4.5% in lieu and in satisfaction of the Employee's required contribution to IMRF. No Employee will have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of the ESP's required contributions is a condition of employment made in order to secure the Employee's future services, knowledge, and experience.

**8.6 Travel Expense Allowance.**

The Board shall reimburse the Employee who drives for his/her mileage to and from conferences/workshops. Mileage shall be paid at IRS rate per mile and the Board shall pay up to \$28 per diem for meal expenses. In the case of more than one Teacher attending a workshop, the District shall be responsible for the mileage cost of only the number of automobiles authorized by the Superintendent.

**8.7 School Activities Pass.**

An employee shall receive a yearly pass to admit the employee and spouse/guest to school activities. Passes will be available at the school offices at the beginning of the school year. Each employee shall sign to acknowledge receipt of the yearly pass.

**8.8 Flexible Benefits Program.**

The flexible benefit plan shall be limited to the following Employee expenses eligible for reimbursement: child care expenses, medical expenses, dental expenses, optical expenses, health insurance, and life insurance, to the extent permitted by law. Each participating Employee shall pay any required ongoing administrative participation fee.

## **ARTICLE 9 – ESP WORKING CONDITIONS**

### **9.1 ESP Evaluation.**

#### **A. Frequency of Evaluation.**

Each ESP will be formally evaluated, the evaluation reduced to writing, and an evaluation results conference scheduled at a minimum of once during their normal work year.

#### **B. Notification to Employee.**

The Superintendent/Designee shall be responsible for acquainting the ESP with the formal evaluation instrument and employee job description within ten (10) work days of the start of each employment year or beginning of employment with the district.

#### **C. Procedure.**

1. Formal evaluations shall be conducted by building level administrators/supervisors, using the forms provided by the District.
2. At the conclusion of the evaluations results conference, the ESP shall sign the evaluation, indicating only that he/she has read and discussed the evaluation.
3. The Employee may submit a written response which shall be attached to the file copy of said evaluation. The response from the ESP shall be submitted within ten (10) work days of the conference. The response shall be signed by both the ESP and administrator/supervisor, filed in the ESP personnel file, and a copy given to the ESP.

#### **D. Review Committee.**

A committee made up of three (3) ESP's in each category of position and their immediate supervisor shall meet annually to review the evaluation instrument(s). The evaluation instrument and procedures can be changed only by their mutual consent.

### **9.2 Notice of Employment and Assignment.**

All full-time regularly employed ESP's shall receive an initial individual statement upon employment setting forth their category of position, job description, ordinary work day, regular work week, title (if any), and any regularly allotted extended assignments and, except in the case of an emergency, the ESP shall receive a fourteen (14) calendar days written notice of change in such assignment (as per Board Policy 5:35 *et. al*).

### **9.3 Vacations.**

All full-time regularly employed ESP's scheduled to work for twelve (12) months in a calendar year shall receive paid vacation as follows: ESP's in their first year shall receive five (5) days of vacation; following their first year of employment, ESP's shall earn an additional day of vacation per year of service until ten (10) days of vacation have accumulated (i.e. 1 year – 5 days; 2 years – 6 days; 3 years – 7 days; 4 years – 8 days; 5

years – 9 days; 6 years – 10 days); thereafter, ESP's vacations shall increase after sixteen (16) years of service to twenty (20) days.

All such vacation time shall be taken in the year in which it was earned, or upon approval of the District, within 60 days thereafter. Requests for vacation time shall be presented to the Superintendent or to the Superintendent's designee. The Superintendent or Superintendent's designee shall endeavor to coordinate such vacation time allotted in accordance with the convenience of the Employees, the seniority of the Employees making the requests, and the needs of the District.

ESP's who previously earned more days of vacation in one of the underlying school districts will be entitled to retain those additional days.

#### **9.4 Holidays.**

ESP's working 260 days or more per year will be paid for, but not work on the following holidays if they occur during their normal work year:

Labor Day

Columbus Day

Veteran's Day\*\*\* (if on a week day)

Thanksgiving Day

Friday after Thanksgiving

Christmas Day and the day before Christmas (if either day or both fall on a weekend, either the preceding Friday or the following Monday shall be the paid holiday)

New Year's Day (if it falls on a weekend, either the preceding Friday or the following Monday shall be the paid holiday)

Martin Luther King Day\*\*\*

Abraham Lincoln's Birthday or President's Day\*\*\*

Casimir Pulaski Day\*\*\*

Friday before Easter\*\*\*

Monday after Easter\*\*\*

Memorial Day

July 4 (if it falls on a weekend, either the preceding Friday or the following Monday shall be the paid holiday)

\*\*\*These holidays shall be paid only if they are not student attendance days. In the event any such day ceases to be designated as a legal school holiday by the legislature of the State of Illinois, such day shall cease to be a holiday for the district and all personnel shall be assigned to work on such day without additional compensation as provided by this section.

Unless there is work of an emergency nature that must be completed during the holidays, custodians shall only work half the days of the holiday, but will be paid for all of the normal work days during the holiday vacation.

**9.5 Compensatory Time.**

At the discretion of an ESP's immediate supervisor, an ESP may be allowed to schedule compensatory time off in lieu of overtime pay so long as the compensatory time is scheduled within the pay period following the one in which the extra time was worked.

**9.6 Emergency School Closing.**

In the event of inclement weather or other emergency which results in the closing of school for all or part of an attendance day, the Superintendent, at his/her discretion, may shift the hours of work for ESP's during the same work week.

Any ESP who reports to work when school is cancelled due to inclement weather shall be compensated for a minimum of four (4) hours.

**9.7 Unsafe or Hazardous Working Conditions.**

An ESP shall not be required to enter the building during a bomb threat or other possible life threatening situations.

**9.8 Duty Free Lunch.**

All ESP's who work more than six and one half (6 ½) hours per day shall be entitled to a thirty (30) minute, unpaid, duty-free lunch period.

**9.9 Paid Breaks.**

ESP's who work eight (8) hours per day (an eight-hour shift) shall receive one scheduled paid fifteen (15) minute break during each four (4) hours of scheduled work. The clock times of these breaks shall be determined by the Employee's immediate supervisor, and may not coincide with the beginning or ending of the Employee's shift. The breaks may not be taken concurrently, during the same four hour period, accumulated, or extended.

**9.10 Dismissal Other than Reduction in Force.**

After one year of service, if an ESP is dismissed for a reason other than a reduction in force, the ESP will be given a reason for such dismissal in writing and an opportunity to meet with the Board of Education before dismissal to discuss the reason given.

## **ARTICLE 10- BUS DRIVER TRIP ROTATION**

### **10.1 Seniority List Rotation.**

The seniority list will determine the order of rotation of assigned trips. Activity rotations will be assigned in descending order of seniority. Each new school year, the list will be developed. Additions and deletions to the list shall be made as needed throughout the year.

### **10.2 Assignment.**

Trips are assigned on a monthly basis. Trips added during the month will be assigned to the next driver on the seniority list rotation.

### **10.3 Trading of Trips.**

Drivers may trade an assigned trip with another driver if 1) the trade does not conflict with any other trip(s) or regular route(s); 2) the trade does not conflict with 10.4; and, 3) the Transportation Director has approved the trade.

### **10.4 Passing of Assignment.**

If the driver declines an assignment, he/she forfeits that turn.

### **10.5 Canceled Assignments.**

The assigned driver of any canceled trip will be offered the first trip of the next month. If more than one trip is cancelled, the trips will be assigned in order of cancellation. The assigned driver will also maintain his/her position in the seniority list rotation. In the event a bus driver is not notified within thirty (30) minutes before scheduled departure time, he/she will receive two (2) hours activity pay.

### **10.6 Overtime.**

The district is not obliged under this Section to offer any extra-duty assignments to any driver when the district determines that acceptance of such extra-duty driving may reasonably cause that driver to work more than forty (40) hours in any one week.



## **ARTICLE 11 – SALARY INCREASES**

The parties mutually agree to the following:

1. Annual base salary increases for licensed staff shall be 3% for 2017-2018 over the licensed staff member's 2016-2017 base salary, 3% for 2018-2019 over the licensed staff member's 2017-2018 base salary, and 3% for 2019-2020 over the licensed staff member's 2018-2019 base salary.
2. Appendix A shall be the salary table for the 2017-2018, 2018-2019, 2019-2020 years of the Agreement and will be used only for the placement of new hires.
3. Annual base salary increases for educational support personnel staff shall be 3% for 2017-2018 over the staff member's 2016-2017 hourly salary, 3% for 2018-2019 over the staff member's 2017-2018 hourly salary, and 3% for 2019-2020 over the staff member's 2018-2019 hourly salary.
4. Appendix B salaries shall be the minimum starting salaries for the 2017-2018, 2018-2019, 2019-2020 years of the Agreement and will be used only for new hires.
5. Appendix C and Appendix D stipend tables will remain at the salary levels for the 2017-2018, 2018-2019, and 2019-2020 years of the Agreement.

## **ARTICLE 12 – EFFECT OF AGREEMENT**

### **12.1 Complete Understanding.**

The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

### **12.2 Individual Contracts.**

The terms and conditions of individual contracts shall be consistent with this agreement.

### **12.3 Savings Clause.**

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

### **12.4 No Strike.**

The Association and each Employee agree that they will not, during the period of this Agreement or any extension, directly or indirectly, authorize, engage in or assist in a strike, work stoppage, or slow down; or engage in any other refusal to render full and complete services to the Board.

### **12.5 Management Rights.**

The Board retains all functions, rights, and powers or authority of the Board which are not specifically limited by the express language of this Agreement.

### **ARTICLE 13 – SIGNATURES AND DURATION OF AGREEMENT**

This Agreement will be effective on the date of its execution and will continue in effect until June 30, 2020. This Agreement will expire at such expiration date.

This Agreement is signed this 27th day of September, 2017.

#### **IN WITNESS THEREOF:**

**For The North Mac Education  
Association/IEA/NEA**

**For The Board Of Education  
North Mac Community Unit  
School District #34**

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President

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President

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Chair, Bargaining Committee

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Secretary

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made between the Board of Education of North Mac Community Unit School District No. 34 ("Board"), and the North Mac Education Association ("Association") concerning the compensation of Kevin Patrick, and employee of the Board and member of the Association. The parties mutually agree to the following:

1. Mr. Patrick's salary and benefits are subject to the limitations of the social security disability benefits he receives. Therefore, the salary and benefits set forth in the collective bargaining agreement do not apply to Mr. Patrick.
2. On an annual basis, the Association and/or Mr. Patrick shall provide the Board with the information necessary to determine his hourly rate or pay.

Reviewed and agreed to this 27th day of September, 2017, as a complete statement of the parties' understanding with respect to the terms and conditions of this mutual agreement.

For the Board:

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For the Association:

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President

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Chair, Bargaining Committee

**APPENDIX A**  
**LICENSED TEACHER SALARY TABLE**  
**2017-2018, 2018-2019, 2019-2020**

YEAR	BA	BA8	BA16	BA24	M	M8	M16	M24	M32
1	32,167.93	33,077.93	33,987.93	34,897.93	35,807.93	36,717.93	37,627.93	38,537.93	39,447.93
2	32,167.93	33,077.93	33,987.93	34,897.93	35,807.93	36,717.93	37,627.93	38,537.93	39,447.93
3	33,132.97	34,042.97	34,952.97	35,862.97	36,772.97	37,682.97	38,592.97	39,502.97	40,412.97
4	34,126.96	35,036.96	35,946.96	36,856.96	37,766.96	38,676.96	39,586.96	40,496.96	41,406.96
5	35,150.77	36,060.77	36,970.77	37,880.77	38,790.77	39,700.77	40,610.77	41,520.77	42,430.77
6	36,205.29	37,115.29	38,025.29	38,935.29	39,845.29	40,755.29	41,665.29	42,575.29	43,485.29
7	37,291.45	38,201.45	39,111.45	40,021.45	40,931.45	41,841.45	42,751.45	43,661.45	44,571.45
8	38,410.19	39,320.19	40,230.19	41,140.19	42,050.19	42,960.19	43,870.19	44,780.19	45,690.19
9	39,562.50	40,472.50	41,382.50	42,292.50	43,202.50	44,112.50	45,022.50	45,932.50	46,842.50
10	40,749.37	41,659.37	42,569.37	43,479.37	44,389.37	45,299.37	46,209.37	47,119.37	48,029.37
11					45,721.05	46,631.05	47,541.05	48,451.05	49,361.05
12						48,029.98	48,939.98	49,849.98	50,759.98
13							50,408.18	51,318.18	52,228.18
14								52,857.73	53,767.73
15									55,380.76
LONGEVITY	41,971.85	42,721.85	43,471.85	44,221.85	47,092.68	49,470.88	51,920.43	54,443.46	57,042.18

**APPENDIX B**  
**ESP SALARIES**

<u>Position</u>	<u>Hourly Rate</u>
Aides, Academic	
Classroom Aide	\$10.00
Classroom Aide (IL Teaching Cert.)	\$11.00
Building Employees	
Custodian	\$10.00
Maintenance	\$17.50
Cafeteria Employees	
Cook	\$10.00
Head	
Cook	\$12.00
Crossing Guard	
	\$20.00
Health	
LPN	\$16.50
Registered Nurse	\$20.50
(Nurses and cooks will be reimbursed \$40.00 maximum every 2 years for licensing fee)	
Mechanic	
	\$12.50
Secretarial	
Secretary	\$12.50
Library/Clerical Aide	\$9.00
Technology Coordinator	
	\$13.50
Transportation Employees	
Bus Driver Route Pay	\$22.47
Bus Monitor	\$9.00
CACC/SASED Route (while driving)	\$22.47
CACC/SASED Route (while waiting)	\$11.24
Extra Trip Activity	
Pay	\$13.00
(Bus Drivers will be reimbursed \$4.00 for license, \$180.00 maximum for physicals with drug test/alcohol testing, \$60.00 for CDL license, and \$45.00 for Refresher Course.)	

**APPENDIX C**  
**COACHING STIPENDS**

High School	<u>Position</u>	<u>1 - 5 Years</u>		<u>6 - 10 Years</u>		<u>11 + Years</u>	
		<u>Percent</u>	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>
	Head Volleyball	14.50%	4709.63	16.50%	5359.24	17.50%	5684.04
	Assistant Volleyball	8.70%	2825.78	9.90%	3215.54	10.50%	3410.43
	Head Football	14.50%	4709.63	16.50%	5359.24	17.50%	5684.04
	Assistant Football	8.70%	2825.78	9.90%	3215.54	10.50%	3410.43
	Head Basketball (B/G)	14.50%	4709.63	16.50%	5359.24	17.50%	5684.04
	Assistant Basketball	8.70%	2825.78	9.90%	3215.54	10.50%	3410.43
	Head Track	14.50%	4709.63	16.50%	5359.24	17.50%	5684.04
	Assistant Track	8.70%	2825.78	9.90%	3215.54	10.50%	3410.43
	Baseball	14.50%	4709.63	16.50%	5359.24	17.50%	5684.04
	Assistant Baseball	8.70%	2825.78	9.90%	3215.54	10.50%	3410.43
	Softball	14.50%	4709.63	16.50%	5359.24	17.50%	5684.04
	Assistant Softball	8.70%	2825.78	9.90%	3215.54	10.50%	3410.43
	Golf	7.00%	2273.62	9.00%	2923.22	10.00%	3248.02
	Cheerleading	8.50%	2760.82	10.50%	3410.43	11.50%	3735.23
	Soccer	11.00%	3572.83	13.00%	4222.43	14.00%	4547.23
	Assistant Soccer	6.60%	2143.70	7.80%	2533.46	8.40%	2728.34
	Cross Country (MS/HS)	7.00%	2273.62	8.00%	2598.42	9.00%	2923.22
Middle School		<u>1 - 5 Years</u>		<u>6 - 10 Years</u>		<u>11 + Years</u>	
		<u>Percent</u>	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>
	Head Volleyball	11.00%	3572.83	13.00%	4222.43	14.00%	4547.23
	Assistant Volleyball	6.60%	2143.70	7.80%	2533.46	8.40%	2728.34
	6th Grade Volleyball	3.96%	1286.22	4.68%	1520.08	5.04%	1637.00
	Head Basketball (B/G)	11.00%	3572.83	13.00%	4222.43	14.00%	4547.23
	Assistant Basketball	6.60%	2143.70	7.80%	2533.46	8.40%	2728.34
	6th Grade Basketball	3.96%	1286.22	4.68%	1520.08	5.04%	1637.00
	Head Track	7.00%	2273.62	9.00%	2923.22	10.00%	3248.02
	Assistant Track	4.20%	1364.17	5.40%	1753.93	6.00%	1948.81
	Baseball	6.50%	2111.22	8.00%	2598.42	8.75%	2842.02
	Assistant Baseball	3.90%	1266.73	4.80%	1559.05	5.25%	1705.21
	Softball	6.50%	2111.22	8.00%	2598.42	8.75%	2842.02
	Assistant Softball	3.90%	1266.73	4.80%	1559.05	5.25%	1705.21
	Cheerleading	5.00%	1624.01	6.50%	2111.22	7.00%	2273.62

Stipend = Percentage times BA/Year 1

**APPENDIX D**  
**ACTIVITY STIPEND**

<u>Position</u>	<u>Percent</u>	<u>Amount</u>
<b>High School</b>		
Audio Visual	1.00%	324.80
FCCLA	2.25%	730.81
FFA	4.25%	1380.41
French Club	1.75%	568.40
Key Club	1.75%	568.40
Mentors	2.25%	730.81
National Honor Society	2.25%	730.81
Pep Band	4.00%	1299.21
Play Director	5.25%	1705.21
Asst. Play Director	1.50%	487.20
Scholastic Bowl	4.25%	1380.41
Science Club	1.75%	568.40
Spanish Club	1.75%	568.40
Student Council	4.25%	1380.41
Web Club	1.75%	568.40
Yearbook	4.25%	1380.41
9th Grade (2)	1.00%	324.80
10th Grade (2)	1.00%	324.80
11th Grade (2)	2.00%	649.60
12th Grade (2)	2.00%	649.60
Bass Fishing	Per Diem of Base for a non-school day	
<b>Middle School</b>		
Builders Club	1.75%	568.40
Drama Club	2.00%	649.60
Drama Club Asst.	1.50%	487.20
Pep Band	3.50%	1136.81
Scholastic Bowl	2.75%	893.21
Science Club	1.75%	568.40
Student Council	2.75%	893.21
Web Club	1.75%	568.40
Yearbook	3.25%	1055.61

Stipend – Percentage times BA/Year 1