

**AGREEMENT BY AND BETWEEN**

**TRI-VALLEY BOARD OF EDUCATION  
COMMUNITY UNIT SCHOOL DISTRICT #3  
DOWNS ILLINOIS**

**AND**

**TRI-VALLEY EDUCATIONAL ASSOCIATION  
DOWNS, ILLINOIS  
ILLINOIS**

**2015-2017**

## TABLE OF CONTENTS

<b>ARTICLE I</b>	<b>RECOGNITION</b>	1
<b>ARTICLE II</b>	<b>FAIR SHARE</b>	2
<b>ARTICLE III</b>	<b>RESPONSIBILITIES AND RIGHTS</b>	3
<b>ARTICLE IV</b>	<b>EMPLOYEE EVALUATION</b>	4
<b>ARTICLE V</b>	<b>CONDITIONS OF EMPLOYMENT (All Employees)</b>	5
	1. Sick Leave	5-6
	2. School Calendar	6
	3. Personal Business Leave	6
	4. Bereavement Leave	6
	5. Inclement Weather	6
	6. Court Leave	6
	7. Leave of Absence	6-7
	8. Sick Leave Loan	7-8
	9. Transfers	8
	10. Job Descriptions	8
	11. Physical Assault on an Employee	8-9
	12. Parent Complaints	9
	13. Administration of Medications	9
	14. Military Leave	9
	15. Filling of Co-Curricular Positions	9
	16. Staff Notification of Job Closing Dates	10
	17. Productive Environment	10
	<b>CONDITIONS OF EMPLOYMENT (Teachers)</b>	
	1. Teacher Work Day	10
	2. Lunch Duty	10-11
	3. Preparation Time	11
	4. Visitation Day	11
	5. Conventions	11
	6. Reduction in Force for Tenured Teachers	11-12
	7. Retirement Incentive for Teachers	13-15
	<b>CONDITIONS OF EMPLOYMENT (ESP)</b>	
	1. Discipline and Dismissal of ESPs	15
	2. ESP Voluntary Transfers	16
	3. ESP Vacation Days	16
	4. ESP Work Day	16
	5. Breaks	16
	6. Work Before or After Regularly Scheduled Hours	17
	7. Call Back Work	17
	8. Building/Boiler Checks	17
	9. Provisions Related to Bus Drivers	17-18
	10. Seniority for ESPs	18-20
	11. Reduction in Force for ESPs	20-22
	12. Subcontracting Services	22
	13. Longevity for ESP's	22

<b>ARTICLE VI</b>	<b>INCLUSION</b>	23-24
<b>ARTICLE VII</b>	<b>GRIEVANCE PROCEDURE</b>	25-26
<b>ARTICLE VIII</b>	<b>NEGOTIATION PROCEDURES</b>	27
<b>ARTICLE IX</b>	<b>SALARIES AND RELATED PROVISIONS</b>	28
	1.) Payroll Distribution	28
	2.) Health and Major Medical Insurance/Pro-rated Board Payment HRA Plan	28 28
	3.) Life Insurance	29
	4.) Dental	29
	5.) 403 (b) Co-Payment	29
	<b>TEACHERS</b>	30-32
	<b>ESPs</b>	33-34
<b>ARTICLE X</b>	<b>EFFECT OF AGREEMENT</b>	35
<b>APPENDIX A</b>	<b>TEACHER SALARY GUIDE</b> 2015-2017	36-38
	<b>SALARY GUIDE INDEX</b>	39-40
<b>APPENDIX B</b>	<b>ESP SALARY GUIDE</b> 2015-2017	41-44
<b>APPENDIX C</b>	<b>STIPEND POSITIONS</b>	45-47
<b>APPENDIX D</b>	<b>MISCELLANEOUS</b>	48-49
<b>APPENDIX E</b>	<b>EVALUATION PROCEDURES</b>	50-52
<b>APPENDIX F</b>	<b>PAYROLL DISTRIBUTION</b>	52

## **ARTICLE I RECOGNITION**

The Board of Education of Tri-Valley Community Unit #3, hereinafter referred to as the "Board" recognizes for the term of this contract the Tri-Valley Education Association, hereinafter referred to as the "Association," as the sole and exclusive bargaining agent for all regularly employed, full-time and part-time, certified and non-certified employees. All employees working less than 40 hours per week shall receive pro rata benefits unless specified otherwise. Accrued benefits shall be converted by prorating them based on the employee's new status.

### **Definitions**

#### Employee

The term "employee" includes all persons who are included within the bargaining unit described. Unless the context clearly infers otherwise, the term "Employee" will apply to all bargaining unit personnel in the employ of the Board. The term "teacher" refers to a certified employee in the bargaining unit as described above, but does not include persons who may have, but are not required to have, a teaching certificate by the Board.

#### Educational Support Personnel

The term "educational support personnel" or "ESP" includes all non-certificated employees, including those who may have, but are not required to have, a teaching certificate by the Board.

#### School Year Employee

A "school year employee" is an employee in a position employed to work one hundred eighty (180) days or fewer, and whose employment follows the school calendar for students, rather than a fiscal or twelve month calendar.

#### Twelve Month Employee

A "twelve month employee" is an ESP employed in a position on an annual fiscal or twelve month basis, not related to the school calendar for students.

#### Substitute/Temporary Employee

A "substitute/temporary employee" is an employee who after twenty (20) consecutive work-days shall be placed on the appropriate pay scale and after forty (40) consecutive work days shall receive all contractual benefits.

#### Extended Contracts

Extended contracts are individual contracts with certificated employees, which commence before, or extend beyond the normal school calendar for students.

#### Extended ESP Positions

Extended ESP positions are those, which are expected to be longer than the normal school calendar for students, but not more than two hundred (200) days.

#### Continuous

The word continuous will be defined as no gap in district employment of greater than five years.

#### Bus Driver

A "bus driver" is an employee who is primarily employed for the transportation of students on a daily basis for the entire school year.

#### Substitute Bus Driver

A "substitute bus driver" is an employee who is an appropriately licensed driver who does not transport students on a daily basis for an entire school year.

#### Post-Probationary Employee

a "post-probationary employee" is a teacher who has completed his/her probationary period or an ESP who has completed six (6) months of continuous employment with the District. In the event an ESP receives an unsatisfactory evaluation during the first six (6) months of his/her employment, the probationary period may be extended an additional three (3) months of employment.

## **ARTICLE II FAIR SHARE**

### **SECTION 1**

Each bargaining unit member shall pay to the Association his/her fair share of the costs of services rendered by the local, state and national Association that are chargeable to non-members under state and federal law. The only exception to this is teachers who were employed prior to July 1, 1988 and have not joined the Association. At no time shall an employee pay more than the fair share fee for bargaining or administering a contract.

By August 1st of each school year, the Association membership chairperson shall submit to the District bookkeeper a list of the teachers covered by the agreement who are not members of the Association except those people employed prior to July 1, 1988.

The Board shall deduct the fair share fee from the wages of the non-members.

The obligation to pay a fair share fee to the Association will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of the fair share fee to the Association. In the event that a religious objection is filed by a non-member of the Association with the Association and collection made of the fair share fee, the Association will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization.

### **Section 2**

By August 1st of each year, the Association shall send by first class mail, or hand deliver a notice to each non-member (1) specifying the amount of fair share fee to be deducted, (2) advising that any non-member may object to the amount of the fee, and (3) describing the process for filing objections.

The Association shall post the same fair share notice on all teacher bulletin boards.

The Association shall certify to the Board that said notice has been mailed, or hand delivered to all Association non-members employed since July 1, 1988 in the bargaining unit. The deduction of such fair share fee for such employees shall commence during the first pay period of the school year.

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

In the event that an objection is filed with the IELRB by a non-member, during the term of this agreement, the Board shall continue to deduct the fair share fee from the objecting employee's pay, but shall transmit the portion of said fee objected to, to the IELRB which shall hold the fee in escrow. The IELRB shall investigate and consider the fair share fee objections and determine the amounts to be apportioned to the non-member and to the Association.

### **SECTION 3**

The Association agrees to indemnify and hold the Board, its members, officers, agents and employees harmless from and against any and all claims, demands, actions, suits, orders, judgments or other forms of liability "monetary or otherwise" brought or issued against the Board and for all legal costs that may arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this section or in reliance on any list, notice, certification, affidavit or assignment furnished under such provisions.

**ARTICLE III  
RESPONSIBILITIES AND RIGHTS**

1. Any employee of the district may, by a written request submitted forty-eight (48) hours in advance to the superintendent, during regular working hours or at a mutually acceptable time established by the superintendent examine any record of public interest on file in the unit office except personnel files and other files which by their nature are privileged or confidential.
2. Discipline shall be defined as written warnings, suspensions without pay or discharge. The parties agree that the proper forum for discharge and evaluation of teachers is statutory and not subject to the grievance procedure.
3. When any employee is required to appear before the Board or Board Committee concerning any disciplinary matter which could adversely affect his position of employment the employee shall be given a minimum of five (5) days prior written notice of the reasons for such meeting or interview and shall be entitled to have an Association representative present to advise and or represent him or her during such meeting or interview. The five (5) day minimum may be waived if mutually agreeable to both parties.
4. Each employee shall have the right to review the contents of his/her personal file excluding any material listed as college confidential matter. The time shall be mutually agreed upon between the employee and superintendent and shall be scheduled during school business hours. An officer of the Association may, at the employee's request accompany the employee in this review.
5. All Association business shall be conducted before or after working hours unless prior permission has been obtained from the superintendent or his designee.
6. The Association shall be granted the use of District equipment to aid in the conduct of its business when classes are not in session and without conflicting with scheduled activities in accordance with the Board policy for building usage and pay the stated rates. The Association agrees to pay for all commodities consumed. The Association shall request permission for use of school facilities in advance from the school administrators.
7. In the event that an employee has a complaint regarding an administrator, the employee will schedule a conference with the administrator to discuss the complaint. If the complaint is not resolved during the conference, the employee will follow the typical chain of command involving the Superintendent and the Board of Education. The employee will refrain from discussing such complaints with parents.

## **ARTICLE IV EMPLOYEE EVALUATION**

The Board shall cooperate with the Association by establishing an Evaluation Committee. The committee shall consist of four (4) representatives appointed by the Board and four (4) representatives appointed by the Association. The Evaluation Committee shall consider and develop specific evaluation criteria, procedures and the instruments for recommendation to the Board and Association for approval. In all instances evaluation procedures for certified and non-certified staff shall be conducted in conformance with the District Evaluation Plan jointly developed by the Association and the administration.

A new non-certified evaluation form will be developed and agreed upon by the parties. The form will use the same ratings (Excellent, Proficient, Needs Improvement, and Unsatisfactory) as the teacher evaluation form.

The parties agree that the primary objective of employee evaluations is to improve the quality of the employee's work. Employees will be informed of the evaluation process and the evaluation instrument prior to the administration conducting evaluations under the District Evaluation Plan.

The evaluation procedures are to be attached to and made part of this contract as Appendix E.

### **Coaches Evaluations**

The Athletic Director, with input from the building principal or assistant Athletic Director, will be responsible for a yearly formal evaluation of each Head Coach. The Athletic Director will use the approved form developed jointly by the Association and the Board. The Athletic Director will be responsible for a yearly formal evaluation of each Assistant Coach with input from the Head Coach for that sport.

The evaluation procedures are to be attached to and made a part of this contract as Appendix E.

**ARTICLE V  
CONDITIONS OF EMPLOYMENT**

**ALL EMPLOYEES**

1. Sick Leave

a. Allotment

The normal allotment of sick leave for employees shall be based on the number of years of continuous employment in the District as follows:

Years of Service	Allotment
0-5	12
6-19	13
20-29	25
30 + years	30

Unused sick leave may accumulate to a maximum of three hundred fifty (350) days. Part-time employees shall acquire sick leave on a pro-rata basis.

b. Definition

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The Board may require a certificate from a physician licensed in Illinois to practice medicine in all its branches or other qualified medical provider as defined in Section 24-6 of the Illinois School Code, as a basis for pay during leave after an absence of three (3) days for personal illness or thirty (30) days for birth or as the Board may deem necessary in other cases. If the Board requires a certificate as a basis for pay of less than three (3) days of personal illness, the Board may pay the expenses incurred by the employee in obtaining a certificate. For paid leave for adoption or placement for adoption, the Board may require that the employee provide evidence that the formal adoption process is underway, and such leave is limited to no more than thirty (30) days.

c. Post Termination Payment

An employee who terminates employment for any reason after a minimum of four (4) but less than ten (10) full years of employment in the District shall be paid a lump sum payment, after receipt of the employee's final regular paycheck and the last day of work, whichever is later, equal to Sixteen Dollars (\$16.00) for each unused accumulated sick leave day. An employee who terminates employment for any reason after a minimum of ten (10) full years of employment in the District shall be paid a lump sum payment, after receipt of the employee's final regular paycheck and the last day of work, whichever is later, equal to Twenty-Four Dollars (\$24.00) for each unused accumulated sick leave day. The maximum number of unused accumulated sick leave days for which an employee may receive payment under this provision is one hundred (100) days. The amount of any such payment for part-time employees shall be pro-rated dependent upon the fraction of time which they are employed.

Notwithstanding the foregoing, an employee may elect not to receive payment as provided in this provision and instead submit to the Teacher's Retirement System ("TRS") or the Illinois



Municipal Retirement Fund (“IMRF”), as applicable, up to the maximum allowable number of days of unused uncompensated accumulated sick leave days upon retirement. An employee electing such option must notify the District in writing at least thirty (30) days prior to the employee’s last day of employment. An employee may receive payment for any additional unused accumulated sick days which are not reported to TRS or IMRF as provided herein.

2. School Calendar

The employment year for a full-time teacher shall not exceed 176 pupil attendance days and 4 institute days, The salary schedule (Appendix A) shall be based on the maximum calendar of 180 days. Prior to the adoption of the calendar by the Board, the Board shall receive advisory input from the Association. This item does not restrict the Board in any way when it adopts the school calendar.

3. Personal Business Leave

All employees are entitled up to two (2) personal business leave days per year. Part-time employees shall acquire personal business leave days on a pro-rate basis. Unused personal business leave days may accumulate to a maximum of four (4) days. Additional personal business leave days may accumulate as sick days. Upon termination of employment after a minimum of four (4) full years of employment in the District, unused personal business leave days shall convert to sick days. No personal leave days may be used on a Teacher’s Institute Day, School improvement Day, the first or last day of student attendance during the school year, or on the day before or after a school holiday or vacation unless the employee has submitted to the Superintendent a written request, including reasons, for such use at least forty-eight (48) hours in advance. The Superintendent’s decision to approve or deny such request is final and not subject to the grievance procedure set forth in Article VII of this Agreement.

4. Bereavement Leave

An employee may use two (2) sick leave days to attend a funeral of a close friend.

5. Inclement Weather

Employees who are unable to get to work because of severe weather conditions may use personal business days, if available, with less than twenty-four (24) hours notice.

6. Court Leave

The Board shall pay the regular salary of employees called to serve as members of a jury for a limit of ten (10) days unless otherwise approved by the Board. The same procedure shall be placed on employee subpoenaed to appear before legal review panels unless such appearance is as plaintiff or defendant, and in such instance personal leave days shall be used. In the case of court pay, the employee agrees to surrender court pay, but shall retain any mileage payment made by the jurisdictional body.

7. Leave of Absence

Leaves of Absence may be granted without pay to post-probationary employees. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave.

Leaves of absence without pay for not more than one (1) year may be granted to post-probationary employees according to the following conditions:

- a. Written requests for leaves of absence without pay should be made at least sixty (60) days in advance, except in cases of emergency.
- b. Dates of departure and return must be acceptable to the administration and applicant and determined prior to initiating the request.
- c. Leave of less than six (6) weeks, if acceptable to and approved by the administration, will not require Board approval or sixty (60) days notice.
- d. Leave may be granted for:
  - 1. Advanced study leading to a degree in an approved university;
  - 2. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
  - 3. Temporary relocation of spouse;
  - 4. Other reasons acceptable to the Board which will improve the educational program in the District; and
  - 5. Family medical/health emergency not covered by the Family and Medical Leave Act.
- e. Employees on leave will retain seniority and all accrued leave benefits. A year's seniority will be granted if the employee works at least ninety (90) full-time equivalent days during the school year.
- f. Employees on such leave may continue insurance benefits if they reimburse the District for any pro rata costs of benefits for which they apply.
- g. Maternity leave requests of a semester or less which begin when the employee's physician determines disability and end at a semester or year will not be denied to any employee who has begun her third year of service with the District.
- h. Employees will not advance on the salary schedule unless working at least one hundred twenty (120) full-time equivalent days in any give school year in which the leave is effective.
- i. The employee shall inform the Superintendent of his/her intent to return for the following year by December 1 or April 1 for leaves scheduled to end with the following semester. The employee shall be returned to his/her former position, if the position still exists, or to a comparable position. An eligible employee (as defined in the Family and Medical Leave Act of 1993) shall be entitled to the leave provisions and benefits as set forth in the Act. The Board is entitled to exercise any of the employer's discretionary rights as contained in the Act.

8. Voluntary Sick Leave Bank

An employee may receive sick leave days at full pay and benefits from other bargaining unit members with the written consent of the donating employee and after executing and filing an appropriate form with the Superintendent, provided:

- a. The receiving employee has begun his/her third year of service with the District;

- b. The receiving employee has used all his/her personal accumulated sick leave days, including the current year's allotment;
- c. The receiving employee may receive no more than a total of forty (40) sick leave days in any given school year. Days must be used in the school year they are received;
- d. The receiving employee has donated to the sick leave bank in previous years.
- e. An employee-donator may donate no more than a total of three (3) sick leave days in any given school year.

9. Transfers

a. Vacancy

A vacancy in the bargaining unit is created upon the retirement, dismissal, transfer, resignation or death of an employee or upon action by the Board to create a new position in the bargaining unit.

b. Posting

The Superintendent or his/her designee shall post, on bulletin boards used by employees and in the Unit Office, a list of all known vacancies in the bargaining unit as they occur. During the summer, a list of all known vacancies in the bargaining unit shall be e-mailed to the staff as they occur.

c. Application

All employees who desire to apply for a vacancy shall file a written statement of such desire with the Superintendent. The Superintendent or his/her designee shall attempt to respond to all employees who file written statements.

d. Involuntary Transfer

When it is necessary to involuntarily transfer or reassign employees within a building(s), between buildings, or a classification, to the extent possible, all qualified volunteers acceptable to the administration shall be first considered.

10. Job Descriptions

Official job descriptions for each position within the bargaining unit shall be maintained at the Unit Office. Bargaining unit members shall be given a copy of their job descriptions when employed or when the job description is changed.

11. Physical Assault on an Employee

An employee shall promptly report to his/her building principal, or other person designated by the Superintendent, in case of physical assault on such employee while performing his/her

assigned duties. If the State's Attorney decides to prosecute said person, the employee shall be released from his/her assigned duties while testifying without loss of salary or benefits.

12. Parent Complaints

In the event of a parent complaint to an administrator about an employee, the administrator will encourage that parent to contact and discuss the matter with said employee. Prior to any action by the administrator resulting from this complaint, the administrator will also contact and discuss the matter with the employee.

At the discretion of the administrator, an effort shall be made to schedule a conference between the involved employee and the parent.

13. Administration of Medications

Under no circumstances shall an employee be required to maintain and/or administer medications to any students unless it is a part of his or her job description. The employer may seek volunteers to maintain and/or administer medications.

14. Military Leave

Provided that the employee makes a formal request for a military leave to the Board of Education in writing two weeks prior to the leave, employees may:

1. take a leave of up to 5 school days with no loss of salary or personal days.
2. take an extended leave that exceeds 5 school days during which the District would match the difference in pay between their regular District salary and benefits and their military pay for days after the 5 allowed school days- (The employee should incur no loss of pay for their military service, but should not profit from same service. In order to receive regular teaching compensation, the employee will either write a check to the district for such service or sign the deployment check over to the district).

15. Filling of Co-Curricular Positions

The Board agrees that a procedure should be created to allow any qualified staff member to express their interest in any open or currently-filled position. To that end, the evaluation tool should be modified to allow for discussion between the evaluated employee and supervisor about positions that would interest the employee. The result of that discussion will be documented along with the supervisor's recommendation concerning the qualifications of the employee. No guarantee is being made or implied that the employee's interests will be satisfied. Effective with the 2009-2010 school year, any newly opened extra-curricular position filled with a non-staff member shall be re-opened and posted prior to the next school year. This will allow any teaching staff member to apply for said position.

16. Staff Notification of Job Closing Dates

The Board agrees to include a job posting closing date on each job posting. The date will be listed on the job posting. The length of time that the posting is available will be at the sole discretion of the Board or its designee. A message will be added indicating that the Board reserves the right to repost any position or to leave the job posting open after the closing date if, in their sole determination, a suitable and qualified candidate has not applied.

17. Productive Environment

The Board will strive to provide a positive and productive learning and working environment. They understand that appropriate communication is imperative to providing this productive environment. Hazing, harassment, intimidation, menacing, bullying, or retaliation by district employees is strictly prohibited and shall not be tolerated.

## **CONDITIONS OF EMPLOYMENT – TEACHERS**

1. Teacher Work Day

Teachers shall be in their assigned instructional areas prior to the first bell, and may leave a reasonable time after students have left on any Friday, the last day prior to a school holiday, or on a day or mutually agreed upon day a teacher has used a planning period to substitute for another teacher at the request of the administration, unless there is a student, parent, or administrative meeting involving that teacher. The Superintendent and/or his designee shall determine arrival and departure time. The administration may consider individual or staff deviations for the determined times.

Each teacher shall establish, with their assigned administrator, a basic eight (8) hour schedule with arrival and departure times and which shall include the lunch period.

The establishment of these schedules does not exempt the teacher from other responsibilities which may not fall within the schedule they have selected. Such as: participation in scheduled staff meetings and curriculum development activities; conferences with parents, students or administrators; working with students; and, supervision of students and student activities including extra-curricular assignments.

Teachers may deviate from their selected schedule, for exceptions which arise from their professional responsibilities listed above or a personal emergency, by giving prior written notice of deviation to the Principal's Office on a form to be provided.

Any teacher who, in their work schedule, is required to move to another building shall be schedule 15-20 minutes per move as mutually agreed upon by the teacher and the administrator.

2. Lunch Duty

Every teacher working four (4) hours or more shall be allowed a duty free lunch period as required by Section 24-9 of the Illinois School Code. An effort will be made to schedule this time to start no earlier than a regularly scheduled lunch period for that building.

All elementary teachers will be released from all supervisory duties that involve cafeteria, lunch, and recess or playground supervision during the noon hour for the term of the agreement.

3. Preparation Time

All full-time Middle School and High School teachers shall be allowed at least one preparation period per day each commensurate with the length of a normal teaching period.

An elementary teacher may use for preparation all time during which his or her classes are receiving instruction from teaching specialists in the areas of music, library, and physical education. For the duration of this agreement, the preparation time for full-time teachers shall be no less than two hundred ten (210) minutes per week. All part-time teachers employed for a minimum of fifty percent (50%) time shall be allowed preparation time at the fraction of two hundred ten (210) minutes per week prorated.

Planning periods are personally guaranteed free, except in emergency(s) as defined by the dictionary. If in a teacher's professional judgment an emergency situation does not exist, refusal will not be reprimanded. Any teacher who is required by the administration to take any part of another class for any reason, due to the inability to find a substitute teacher, will be paid according to Appendix D if the teacher loses his or her regular planning time. Part-time Middle School and High School teachers employed for four (4) periods or more shall be paid for one half (1/2) a period.

4. Visitation Day

The Board may allow one (1) day each year for visitation day. The arrangements must be made with the Principal at least ten (10) days in advance of the expected visitation date. Teachers should be professional in making their contact with the school involved. The teacher may be asked to make a report, either written or oral to their building at the next faculty meeting.

5. Conventions

Each teacher may be permitted one (1) school day per year to attend a convention or workshop pertaining to the teaching area of the teacher. A teacher chosen to attend union training may be permitted up to two (2) days per year to attend such training. The Superintendent has authority to approve conventions requiring the missing of any days based upon budgetary limitations. The missing of a longer period of time would require approval of the Board. Mileage, registration fees, banquet meals, and hotel bills (if overnight) shall be paid in accordance with the Board policies from district funds.

6. Reduction in Force for Teachers

a. Consultation With Association

When the Board decides it is necessary to reduce the number of employees in the District because of decreased enrollment, lack of funds, or other reasons, the Association will be notified on such reduction in staff in advance of any public announcement. The Association has the legal right to bargain the decision and impact of proposed reductions as long as the law requires same.

b. Seniority Defined

Seniority shall be defined as continuous service in the district as a full-time teacher. Teachers who have been reduced to part-time status will accrue seniority prorata.

c. Notice to Employees

If the number of positions must be reduced, the employees who are subject to removal shall receive notice by certified mail as required by the School Code, together with a statement of honorable dismissal and the reason therefore. They shall be dismissed as provided in the School Code.

d. Sequence of Dismissal List

A sequence of honorable dismissal list shall be prepared as required by law.

e. Rights of Dismissed Employees

An employee who is dismissed due to reduction in force and who becomes certified or qualified for additional position(s) shall retain his/her district recall rights for positions available the second succeeding year (school year following the year laid off) over any other RIF'd employee who is in the same grouping has less district seniority and who is qualified in the same area(s) pursuant to relevant State Board of Education Regulations.

f. Re-employment Procedure After Lay-Off

If the Board increases the number of employees or has an employee resign after lay-off(s), creating an available position the Board shall offer re-employment to qualified employees as provided in the School Code.

g. Employee's Obligation to Respond to Recall

An employee's failure to respond affirmatively within fifteen (15) calendar days after receipt of the Board's letter sent by certified mail to the employee's address on file with the Board recalling such employee, shall result in the termination of the employee's rights of recall hereafter.

h. Reinstatement of RIF'd Employee

If an employee is removed or dismissed from employment with the district because of a decrease in the number of employees employed by the District, or because of the discontinuance of a particular type of service, and if the Board within one calendar year thereafter increases the number of the employees, reinstates the positions discontinued or vacancies occur, the positions thereby becoming available shall be tendered to qualified employees as provided in the School Code and so far as they are legally qualified pursuant to relevant State Board of Education Regulations and job descriptions developed by the district to fill the available position. One (1) calendar year thereafter shall mean one (1) school year plus one (1) day of the next school year immediately commencing after the date of the Boards action in removing or dismissing the employee.

## 7. Retirement Incentive for Teachers

### Certified Staff Eligibility

To be eligible for any of the following Plans, an employee must meet the following requirements:

1. Full-time teaching personnel who have at least twenty (20) years of full-time experience in the Tri Valley C.U.S.D. #3 and will be at least sixty (60) years of age by the last day of service in the District; or
2. Full-time teaching personnel who have at least twenty (20) years of full-time experience in the Tri Valley C.U.S.D. #3 and will be at least fifty-five (55) years of age with thirty-five (35) years of creditable service as defined by the Illinois Teacher Retirement System by the last day of service in the District.

The District may require proof of eligibility.

### Definitions

For purposes of this Article, TRS creditable compensation (earnings) includes (but is not limited to):

- Salary for regular contractual teaching duties
- Wages for substitute teaching
- Wages for homebound teaching or tutoring
- Earnings for extra duties performed that relate to teaching or supervision of students, and other assignments related to the academic program
- Earnings for summer school
- Bonuses
- Contributions to qualified plans eligible for tax-deferral under the Internal Revenue Code, Sections 401(a), 403(b), and 457(b)
- Contributions to flexible benefit plans
- Salary or back wage payments resulting from contract buy-outs, labor litigation, and settlement agreements



## Plans

### One Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to February 1 stating that he/she shall retire at the end of the next school year, the employee will be removed from the salary schedule and for the final year of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior year of employment.

Example: The employee's prior year TRS creditable earnings were \$40,000.00. The employee's final year TRS creditable earnings will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ).

### Two Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to February 1 two (2) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final two (2) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to February 1, 2010, stating he/she will retire on June 30, 2012.

The employee's TRS creditable earnings for the 2009-2010 school year were \$40,000.00. The employee's TRS creditable earnings for the 2010-2011 school year will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ). The employee's TRS creditable earnings for the 2011-2012 school year will be \$44,944.00 (i.e.,  $\$42,400 \times 1.06 = \$44,944.00$ ).

### Three Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to February 1 three (3) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final three (3) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to February 1, 2010, stating he/she will retire on June 30, 2013.

The employee's TRS creditable earnings for the 2009-2010 school year were \$40,000.00. The employee's TRS creditable earnings for the 2010-2011 school year will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ). The employee's TRS creditable earnings for the 2011-2012 school year will be \$44,944.00 (i.e.,  $\$42,400 \times 1.06 = \$44,944.00$ ). The employee's TRS creditable earnings for the 2012-2013 school year will be \$47,640.64 (i.e.,  $\$44,944.00 \times 1.06 = \$47,640.64$ ).

## Miscellaneous

Once an irrevocable letter of retirement is submitted, the employee will not be assigned any additional extra-duties or TRS reportable duties not currently being performed without the consent of the employee.

If, after submitting an irrevocable letter of retirement, the employee resigns from or is removed from duties for which the employee was compensated the previous year (i.e., Schedule B, extended contract and/or stipends), the employee's TRS creditable earnings will be adjusted accordingly.

Example: The employee's TRS creditable earnings from the 2009-2010 school year were \$43,000.00, of which \$3,000.00 was compensation for coaching basketball in 2009-2010. Under the employee's retirement plan, he/she would be scheduled to receive \$45,580.00 TRS creditable earnings for the 2010-2011 school year (i.e.,  $\$43,000.00 \times 1.06 = \$45,580.00$ ). However, the employee resigns from his/her coaching position before the start of the 2010-2011 school year. The employee's TRS creditable earnings for the 2010-2011 school year will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 - \$42,400.00$ ) rather than \$45,580.00.

TRS Earnings Limitation - When a teacher is ten (10) or less years from eligibility for a TRS annuity, and regardless of the teacher's actual age, the teacher's nonexempt creditable TRS earnings from employment in the District, irrespective of form and no matter how arising, and whether or not arising under this collective bargaining agreement, shall not exceed the amount specified hereinafter: No teacher's nonexempt creditable TRS earnings shall increase from one school year to the next by more than six percent (6%) or otherwise increase so as to create liability on the part of the District for any portion of a teacher's retirement annuity, or result in any District paid penalty or fee to TRS.

If legislation is enacted and/or administrative rules are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, the provisions relating to such benefits shall be null and void.

3. Upon occurrence of a life-changing event; e.g. death of spouse, divorce, grave illness of a child, etc., the prospective retiree may petition the Board to be released from his/her retirement resignation.

## **CONDITIONS OF EMPLOYMENT - EDUCATIONAL SUPPORT PERSONNEL**

### 1. Discipline and Dismissal of ESPs

The Board shall not discipline or discharge any post-probationary, educational support personnel without just cause.

Each newly hired educational support personnel employee becomes a probationary employee upon starting work and remains so until completion of the probationary period. During the probationary period, employment may be terminated at the discretion of the Board and such termination shall not be subject to grievance arbitration.

2. ESP Voluntary Transfers

ESPs who request a transfer from one category of position to another shall serve a thirty (30) day probationary period in the new position.

3. ESP Vacation Days

Twelve month employees shall receive paid vacation time. Vacations shall generally be scheduled during non-student attendance days. The Superintendent may approve vacations to be taken during other periods. Vacation requests shall be made to the Superintendent or his/her designee and such requests shall not be unreasonably denied. Denials shall be based upon situations where more than one employee requests the same vacation date(s), or situations where work scheduling reasonably prohibits the scheduling of vacations during the requested period. In case of conflicting vacation requests, the employee who first made the request will be given the priority. This policy shall also be applied to vacation days granted to twelve month employees during student attendance days.

Vacation days will be computed in accordance with the following schedule. July 1 of any year will be the employment anniversary date used to calculate earned vacation.

- a. New employees, with less than one (1) full year of service, shall accrue one day's vacation for each full month employed, not to exceed five (5) working day earned vacation. These vacation days become available for use as of July 1.
- b. Employees with one (1) full year of service, but less than eight (8) years, shall receive ten (10) working days of earned vacation.
- c. Employees with eight (8) full years of service, but less than twenty (20) years, shall receive fifteen (15) working days of earned vacation.
- d. Employees with twenty (20) or more full years of service shall receive twenty (20) working days or earned vacation.

4. ESP Work Day

The work days shall consist of not more than eight (8) hours, exclusive of a thirty (30) minute duty-free, non-paid lunch period to be scheduled at the discretion of the employee's immediate supervisor. This paragraph does not apply to part-time employees.

5. Breaks

Employees who are regularly scheduled to work six (6) hours or more per day shall be entitled to two (2) fifteen (15) minute breaks, one (1) in the morning and one (1) in the afternoon. Employees who are regularly scheduled to work four (4) hours, but less than six (6) hours, shall be entitled to one (1) fifteen (15) minute break. Breaks will be scheduled with the approval of the employee's immediate supervisor and may be modified as building conditions or events occur. This paragraph does not apply to bus drivers.

6. Work Before or After Regularly Scheduled Hours

If work needs to be done before or after regularly scheduled hours, the administration may assign workers from among those who are qualified. If possible, volunteers will first be considered. All work before or after regularly scheduled hours up to forty (40) shall be paid at the rates specified in this contract.

7. Call Back Work

All call back work shall be paid at a minimum of one (1) hour. This provision does not apply to building checks or bus driving extra duty trips.

8. Building/Boiler Checks

Building and boiler checks performed when school is not in session and outside the employee's normal shift shall be paid at a minimum of one (1) hour.

9. Provisions Related to Bus Drivers

a. Bus Driver Hours

Morning and afternoon shifts will be completed when the runs and other post-trip duties are completed.

b. Extra Trips

Bus drivers will have the first opportunity to take all trips scheduled during the normal school day. This paragraph applies only if a bus is required for the trip. The administration will attempt to rotate trips scheduled during the normal school day among all interested bus drivers. Only in cases where no regular bus driver bids on a trip scheduled during the school day will sub drivers be given an opportunity to take the trip.

c. After School Trips

The administration shall develop a list of all after school trips for which buses are needed. All bus drivers and substitute bus drivers shall be given an equal opportunity to sign up for these trips, as long as the trip does not interfere with the normal hours of the driver, unless administrative approval is granted. All after school trips shall be apportioned as equally as administratively possible among all bus drivers and substitute drivers.

d. Standing Time

Extra-duty trip pay shall include standing time. If an overnight stay is required by a trip, hourly pay begins one-half (1/2) hour before driving for pre-trip check and refueling. Hourly pay end when the overnight destination is reached.

e. Meals and Lodging

The cost of meals will be reimbursed in instances when driving time takes over two (2) hours one way. Reimbursement will be consistent with District policy. The bus driver will be required to present receipts prior to reimbursement.

Lodging will be paid by the District if an overnight stay is required by the trip.

f. Physicals and Drug Tests

The District will pay the costs of physicals and drug tests required by the District or law. The District may specify the physician or other health professional.

g. Refresher Courses

The District will reimburse bus drivers and substitute drivers at the rate paid for extra-duty trips for attendance at refresher courses required by the District or law.

h. Bus Permits and Renewal of Commercial Drivers License (CDL)

The District will pay for bus permits and renewal of CDLs.

10. Seniority for ESPs

a. Seniority Applicability

Seniority shall accrue in categories of position for ESPs. Substitute and temporary employees shall not accrue seniority. No seniority shall accrue to a person employed as a substitute for an ESP on leave of absence for one year or less, unless that person continues employment after the return of the ESP on leave. ESPs may accrue seniority in more than one category of position at the same time.

b. Posting of Seniority List

A seniority list shall be posted by February 1, current through that school year. The seniority list shall set forth the seniority of each ESP. The Association shall be given a copy of the list. By March 1 of each year, any ESP who believes his/her seniority is incorrectly shown shall submit to the Superintendent, in writing, an explanation of an claimed error, and shall have the right to meet with the administration to correct errors. If agreement cannot be reached as to seniority, the grievance procedure shall apply, but shall be limited to seniority for that year. Unless such claim is made by March 1, seniority shall be deemed accurate through the end of that year.

c. Loss of Seniority

Once attained, seniority is not lost, except as set forth herein. Seniority is lost upon the following:

1. Resignation;
2. Dismissal in accordance with this Agreement; or
3. Retirement

Seniority is not lost due to leaves approved by the Board, or as allowed under this agreement.

d. Transfer - Effect on Seniority

When an ESP is transferred from one category of position to another, either by employee request, or administrative or Board action, the employee shall retain any accrued seniority in that category of position.

An ESP subject to layoff shall have the right to bump another ESP who has less seniority in any category of position than the ESP subject to layoff.

EXAMPLE: ESP "A" has worked five (5) years as cafeteria staff and four (4) years as an aide. The Board determines to RIF one aide and "A" is the least senior aide. "A" has the right to "bump" into a cafeteria staff position if a person in that category has less than five (5) years of seniority at the time of the layoff.

e. Categories of Position

The Board may add ESP position as an as-needed basis. The categories of position include, but are not limited to:

- Teacher Aide
- Media Center Aide
- Computer Lab Aide
- Secretary
- Cafeteria Manager/Cook
- Assistant Cafeteria Manager/Cook
- Cook's Helper
- Lunchroom Supervisor
- Clerk
- Maintenance Helper
- Custodian
- Custodian Helper
- School Crossing Guard
- Bus Driver and Special Education Bus Driver
- Response to Intervention Coordinator
- Maintenance Mechanic

f. Seniority Measurement

Seniority shall be measured in terms of years. ESPs employed after the start of a school year, upon completion of thirty (30) consecutive working days, shall receive pro-rata credit for one (1) year's service based on the actual days worked. For school year employees, one year's service shall be measured from the first day of school for employee in that category. For twelve month employees, one (9) year's service shall be measured from the beginning of the fiscal year (July 1 through June 30).

EXAMPLE: An aide is hired with twenty-five (25) work days left in the school year. The aide shall not receive seniority that year, because the aide did not have thirty (30) days of consecutive employment. The next year, however, the aide shall be deemed to have one and 25/174 years seniority (for this example only it is assumed that the work year is 174 days).

g. Accruing Seniority

Employee regularly scheduled to work over four (4) hours per day shall gain one (1) full year of seniority for each 174 days worked in a fiscal year. Employees regularly scheduled to work less than four (4) hours per day shall gain one-half (1/2) year of seniority for each 174 days worked in a fiscal year.

Bus drivers regularly scheduled to work a full route or two (2) runs per day shall gain one (1) full year of seniority for each 174 days worked in a fiscal year. A route for bus drivers is a regularly scheduled morning and afternoon pick-up and delivery of students. A run is one-half (1/2) of a route. For example, the kindergarten run pick up children and delivers them to school. Bus drivers regularly scheduled to work one-half (1/2) of a route or one (1) run per day shall gain one-half (1/2) year of seniority for each 174 days worked in a fiscal year.

No employee shall accrue more than one (1) year of seniority in any year.

11. Reduction in Force for ESPs

a. Notification to Association

Should the Board of Education tentatively determine to reduce the total numbers of employees or discontinue a particular educational support service, the Board or the Superintendent shall notify the Association at least sixty (60) days before the end of the school term, unless the reduction is due to an unforeseen reduction in the student population, in which case the Board or the Superintendent shall notify the Association prior to the reduction.

b. Sequence of Dismissal List

In addition to the Seniority List described above, the Board shall, in consultation with the Association, each year establish a sequence of honorable dismissal list categorized by positions and the groupings described below. Copies of the list must be distributed to the Association at least 75 days before the end of the school year.

c. Groupings

Grouping 1 shall consist of each probationary employee who has not received an evaluation rating and each part-time employee regularly working fewer than eight (8) hours in a regular workweek. Grouping 2 shall consist of each employee with a Needs Improvement or Unsatisfactory evaluation rating in either of the employee's last 2 evaluation ratings. Grouping 3 shall consist of each employee with a rating of at least Proficient on both of the employee's last 2 performance ratings, if 2 ratings are available, or on the employee's last performance rating, if only one rating is available, unless the employee qualifies for placement in grouping 4. Grouping 4 shall consist of each employee with a rating of Excellent on both of the employee's last 2 performance ratings, if 2 ratings are available, or on the employee's last performance rating, if only one rating is available.

d. Prior Evaluations

Prior to the 2014-2015 school year, ESPs were evaluated using the following ratings:

- 1 = Above Average
- 2 = Average
- 3 = Below Average
- 4 = Unsatisfactory

Prior to the 2014-2015 school year, no method existed to calculate the overall performance rating for employees, based on their rating on each of the 7 work performance factors. For purposes of determining the overall performance rating, the following procedure will be utilized to calculate the overall performance rating from all prior evaluations:

- Each check in Above Average = 4 points
- Each check in Average = 3 points
- Each check in Below Average = 2 point
- Each check in Unsatisfactory = 1 points

Total checks in column 1 \_\_\_ x 4 =  
Total checks in column 2 \_\_\_ x 3 =  
Total checks in column 3 \_\_\_ x 2 =  
Total checks in column 4 \_\_\_ x 1 = \_\_\_\_\_ Total Score

26-28 = Above Average; 23-25 = Average; 20-22 = Below Average;  
0-19 = Unsatisfactory

For purposes of placing employees in Groupings and preparing the Sequence of Dismissal List, the ratings under the previous system will be converted to ratings under the new system, using the following conversion table:

<b>2013-2014 and Prior Years</b>		<b>2014-2015 and Subsequent Years</b>
Above Average = 1	=	4 = Excellent
Average = 2	=	3 = Proficient
Below Average = 3	=	2 = Needs Improvement
Unsatisfactory = 4	=	1 = Unsatisfactory

Starting with the 2014-2015 school year, all non-certified employees will be evaluated using the "Tri-Valley CUSD #3 Employee Performance Evaluation Form".

e. Notice to Employees

ESPs shall be dismissed or have hours reduced in the order of their groupings within categories of position. An ESP subject to layoff shall have the right to bump another ESP who is in a lower grouping in a category of position or who has less seniority within a grouping in a category of position than the ESP subject to layoff. Among employees qualified to hold a position, employees in grouping 1 must be dismissed first and employees in grouping 4 dismissed last. Within grouping 1, the sequence of dismissal shall be at the discretion of the Board. Within grouping 2, the sequence of dismissal shall be based upon average evaluation ratings, with the employee with the lowest average evaluation rating dismissed first. As between or among employees in grouping 2 with the same average evaluation rating and within each of grouping 3 and 4, the employee with the shorter length of continuing service with the School District shall



be dismissed first. No layoff or reduction in hours shall be deemed to occur if there is no reduction in pay.

f. Recall

Employees within groupings 3 and 4 who are dismissed shall have recall rights for a period of one (1) year, measured from the first day of the school term following a reduction in force. Employees in grouping 2 shall have recall rights for a period from the beginning of the following school term through February 1 of the following school term, if the position(s) has or have not been filled as provided above and if such employee was in Grouping 2 due to one "Needs Improvement" rating on either of the employee's last two performance evaluation ratings, if the other performance evaluation rating is either "Proficient" or "Excellent."

An employee subject to recall shall be notified in writing of the vacant position. Should an employee refuse to accept a vacant position, which is of equal to or greater pay than his/her previous position, within fifteen (15) calendar days of receipt of notice, that employee's recall rights shall be terminated and the position offered to the next employee with recall rights who is qualified to fill the position. Employees on layoff are obligated to advise the administration office of their current address and telephone number so as to facilitate notice of recall. Recalled employees shall have the accumulated sick leave, salary schedule position, and seniority they had when honorably dismissed.

12. Subcontracting Services

During the term of this agreement, the employer will not subcontract if it has the effect of denying current employees the number of hours of work available to the employees at the time of the execution of the agreement. The ½ time Grounds and Fields position will be excluded from this language. All subcontracting must meet current State and Federal statutes.

13. Longevity for ESPs

At the beginning of the tenth (10<sup>th</sup>) year of continuous service to the district and every year after shall receive an experience bonus of 2% of their yearly gross wages at straight time.

## **ARTICLE VI INCLUSION**

### 1. Advisory Committee

The district shall establish a Least Restrictive Environment (LRE) committee. The committee shall meet at least once each school year, and other times as requested by bargaining unit members or administrators to discuss and recommend the district's policy regarding the least restrictive environment mandate.

The committee shall be composed of two (2) administrators selected by the district and two (2) teacher representatives. The committee shall address concerns regarding the LRE program of the district. The committee is advisory in nature and shall submit reports to the district superintendent and the association president.

In addition, a teacher who has already sought the assistance of his or her building principal in resolving problems that are related to including students with disabilities in the regular education classroom may also request a special meeting of the committee.

This may include but not be limited to times when the regular education teacher is faced with a teaching situation that requires a disproportionate amount of time to be spent in preparing educational lessons or materials for the student with special needs who has been included in his or her classroom.

The LRE committee will make recommendations to provide appropriate assistance to the bargaining unit member(s) for the benefit of the students. This assistance may include, but is not limited to:

- a. providing specialized instructional assistance by special education staff to the student or teacher as delineated in the IEP;
- b. requesting the reconvening of the MDC to discuss appropriate placement of a particular student;
- c. counseling/social services provided to the bargaining unit member and/or student as delineated in the IEP;
- d. arranging for consultative services for the bargaining unit member and/or student as delineated in the IEP;
- e. recommending to the building administrator class size and structure mutually agreed upon by the classroom teachers involved;
- f. recommending to the building administrator staff development training for bargaining unit members involved with the education of special need students included in all classroom settings; and
- g. any other assistance or support services that are needed by the bargaining unit member(s) in order to meet the requirements of the IEP. The assistance provided to bargaining unit member(s) must be with the concurrence of the member(s) affected and with the agreement of the association.

2. Attendance at MDC/IEP Meetings

Any teacher who will be providing instructional or other services to a student with disabilities in a regular education classroom setting shall be invited, in writing, to participate in the IEP meeting. At the discretion of the administration, other members of the bargaining unit may be invited. Unless directed to attend by the employer, the employee may choose not to attend.

## ARTICLE VII GRIEVANCE PROCEDURE

1. Definition

A grievance is a claim by an employee that there has been an alleged violation, misapplication, or misinterpretation of this agreement by the employer.

2. Procedures

Grievances shall be processed as rapidly as possible. The number of days stated in each step shall be maximum. All time limits shall consist of employee workdays. A grievance shall be handled as follows:

Step 1

An attempt shall be made to resolve any grievance by informal discussion between the grievant involved and his building principal. Such discussion shall be held at a time agreeable to the grievant and the principal.

Step 2

If the grievance cannot be solved with Step 1 the grievant may file a grievance in writing with the building principal. Such grievance shall be filed within ten (10) days after the date of occurrence of the fact(s) upon which the grievance is based, or within ten (10) days of knowledge of the occurrence of the fact(s) upon which the grievance is based. The written grievance shall state the nature of the grievance, the provision(s) of the agreement the employer has allegedly violated, and the relief sought. Within five (5) days after such written grievance is filed, the aggrieved and the principal or their administrators who have the authority to make a decision on the grievance shall meet to resolve the grievance. Within five (5) days after such a meeting, the grievant shall receive a written answer to the grievance which shall explain the reason for the decision on the grievance.

Step 3

In the event the grievance has not been satisfactorily resolved in Step 2 or if the Step 2 time limits expire without the issuance of a reply, the aggrieved may file a written appeal of such grievance with the superintendent of the district by giving written notice of such appeal within five (5) days of Step 2 answer or expiration of the time limit for the Step 2 answer. A copy of such appeal shall also be filed with the administrator who prepared the Step 2 answer. Within ten (10) days after such appeal is filed, the aggrieved and an Association representative, and the superintendent or his/her designee shall meet to resolve the grievance. Within five (5) days after such meeting, the superintendent or his/her designee shall give the aggrieved written answer to the grievance.

Step 4

If the Association is not satisfied with the disposition of the Grievance at Step 3 or ten (10) days pass without the issuance of the Superintendent's decision, the Association may submit the grievance to final and binding arbitration. The Federal Mediation and Conciliation Service will be requested to provide a list of possible arbitrators. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 3 decision, then grievance shall be deemed withdrawn.

a. Cost of Arbitration

The fees and expenses of the arbitrator shall be shared equally by the parties. The parties shall each be responsible for the costs of their own representation. If only one (1) party requests a transcript, that party shall bear the costs of the transcript. If both parties request a copy of the

transcript, the cost of the transcripts shall be equally divided by the parties. If only one (1) party requests the postponement of an arbitration hearing, that party shall bear the costs of such postponement. If both parties request postponement they shall share equally any per diem costs, if any, assessed by the arbitrator.

b. Power of Arbitration

The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. The arbitrator's decision shall be based on the interpretation or application of the express relevant language of the agreement. The arbitrator shall be empowered, however, to include financial awards, excluding punitive damages for items contained in this agreement.

c. Association Participation

The Board acknowledges the right of a representative to be in Step 3 of the formal grievance procedure. No employee shall be required to discuss any grievance if the Association representative is not present.

d. Failure to Act

Failure of an employee or the Association to act on any grievance within the prescribed time limits will bar any further appeal. Also, if the Board or its designee or Superintendent or Principal or Supervisor fails to respond to a grievance within the prescribed time limit, the grievance will proceed to the next step.

e. Grievance Withdrawal

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

f. Class Grievance

Class grievances involving one or more employees of one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step 2 of the grievance procedure.

3. Other Provisions

All grievances involving an administrator above the building principal level may be initially filed at Step 3, providing the superintendent receives a copy of the charge.

**ARTICLE VIII  
NEGOTIATION PROCEDURES**

1. Negotiations with respect to wages, hours, and other terms and conditions of employment concerning the next school term shall commence not later than March 15th of the year the contract expires unless both parties agree to an alternate date. Meetings shall be held at reasonable times and places agreed to by both parties.
2. The date, time, place, and topic of the next meetings shall be established before adjournment of any meeting.
3. It is the mutual responsibility of the Board and the Association that their representative negotiating agents be clothed with the necessary power and authority to make and consider temporary proposals, counter proposals and tentative agreements.
4. All tentative agreements shall be written and initialed by the spokesman of their respective teams at the meetings the tentative agreement is reached. Signed copies shall be given to each negotiation team.
5. All tentative agreements may then be submitted to the Association membership for its consideration and to the Board for its deliberation and consideration.
6. Agreed upon material may then be submitted to the Association membership for ratification and to the Board for official approval. Upon ratification by both parties, such material shall become an appendix to this agreement, or the agreement may be completely rewritten to include all agreed upon materials.
7. Discussions on other items which both parties may mutually agree to discuss may take place at any time during the year.

**ARTICLE IX  
SALARIES AND RELATED PROVISIONS**

**ALL EMPLOYEES**

1. Payroll Distribution

The Board shall pay employees according to Appendix F – Payroll Distribution.

2. Health and Major Medical Insurance/Pro-Rated Board Payment

a. Hospitalization Plan

The Board shall participate in a hospitalization plan for full-time employees and part-time employees employed for fifty percent (50%) or more time per day. The employee-paid portion of the group health insurance premium shall be converted under a Premium Only Conversion Plan pursuant to Section 125 of the Internal Revenue Code.

b. Teacher Resignation

An eligible teacher who resigns his/her employment with the employer after performing completely his/her individual employment contract with the employer shall continue to have his/her insurance coverage paid by the employer, to the extent provided herein.

c. Board Contribution

**HRA Plan**

The Board shall pay ninety-five percent (95%) of a single premium policy for all employees. If an employee enrolls in a family plan provided by the District, The Board shall pay one hundred forty-five percent (145%) of a single premium toward the employee plus children tier, one hundred twenty-five percent (125%) of a single premium toward the employee plus spouse tier, and two hundred percent (200%) of a single premium toward the employee plus family tier.

d. Horace Mann Medical Flex Plan

The District will allow employees to participate in a Medical Spending Account which is tax sheltered. The annual limit on this benefit is \$2,000.

e. A joint committee will be formed, comprised of equal representation of Board members, administration, certified staff and ESP's in order to assess and provide feedback on the quality and performance of the current health benefits provided by the Tri-Valley School District.

3. Life Insurance

The Board shall provide, at no cost to any employee working 15 hours per week, a \$10,000 term life insurance policy. This is according to the terms of the provider.

4. Dental Insurance

Dental Insurance shall be covered by the same guidelines as the Health and Major Medical Plan.

5. 403(b) Co-Payment

a. Eligibility

Employees who are employed for fifty percent (50%) or more time per day and are enrolled in a qualified 403(b) plan by August 1 of any calendar year will be eligible for the co-payment plan as set forth below. It is the responsibility of the employee to inform the District of their desire for payroll deduction into the above mentioned qualified plan by the date mentioned.

Employees enrolled in a non-qualifying plan prior to June 30, 1998 shall not be required to sign the District-approved salary reduction agreement. These employees will be required to sign a document stating that they will not exceed the payroll deduction limits as determined by the Internal Revenue Service. These employees, however, will be required to sign the District-approved salary reduction agreement should they elect to change 403(b) plans.

b. Qualified Plan

In order to qualify for payroll deduction, the company offering the annuity plan must be willing to sign an agreement indemnifying the District from any penalties resulting in errors made by the company or the employee.

c. Co-Payment Amount

The District will contribute \$1.00 for every \$1.00 contributed by eligible employees up to a maximum District payment of \$450 per year. Additionally, any eligible employee who enters into this program, but did not participate in the past, will have the District contribute \$2.00 for every \$1.00 contributed by eligible employees up to a maximum District payment of \$600 per year during their first year of the program. The District's contribution will be pro rated for part-time employees who are employed at least fifty percent (50%) time per day.

d. Federal Tax Information

The administration of this provision will be consistent with regulations covered under Section 403(b) of the IRS Code.



## **SALARIES AND RELATED PROVISIONS – TEACHERS**

### 1. Salary Guide

The salary guide, Appendix A, for contract year stated, will be used as the salary and longevity guide. Appendix A is not an automatic guarantee of future increases, but is a schedule of increases which may be given after a teacher's work has been evaluated by the Board and the administration. The Board retains the prerogative of denying any increases should they be faced with an economic crisis, or should the work of the teacher be deemed unsatisfactory. The Board also retains the right to place a new employee at any step on the salary guide, Appendix A, if in the judgment of the Board that this will be in the best interests of the District.

### 2. Educational Advancement

Only the following courses or programs are approved for advancement on the salary schedule:

- a. Graduate level courses taught on the Tri-Valley campus as part of an agreement with and accredited college or university and approved by the Board of Education.
- b. Courses which are a part of an approved Master's Degree Program at an accredited college or university in an area of content directly related to the teachers current assignment(s) and in one of the following programs: Teacher Leadership, Curriculum and Instruction, Curriculum and Technology, Special Education, Reading, Literacy or Principalship.
- c. Online Master's Degree programs which are pre-approved by the Superintendent. Online programs must be in one of the areas specified in b above.
- d. Non-degree or Post-Master's Degree graduate level courses, which are in the category curriculum, instruction, or assessment.
- e. Other courses or programs that are approved by the Superintendent following a review of a written application submitted by the teacher.

Teachers must request approval by the Superintendent of any of the courses described above for advancement on the salary schedule by using the electronic form provided by the District Office. Requests for Fall and Summer Semester courses must be submitted no later than April 1<sup>st</sup>, and requests for Spring Semester must be submitted no later than November 1<sup>st</sup>. The Superintendent in his or her sole discretion, may extend the deadline for submission of the form.

Teachers must provide proof of completed coursework no later than September 15<sup>th</sup> for credit on the salary schedule in that school year.

### 3. Longevity Steps

- a. At the beginning of the 10<sup>th</sup> year of continuous in-district experience, stipend 1, as set forth in Appendix A, will be added to the individual's salary, above and beyond any scheduled salary, and will remain there throughout his/her stay in the district.
- b. At the beginning of the 15<sup>th</sup> year of continuous in-district experience, stipend 2, as set forth in Appendix A (or a total of stipends 1 and 2), will be added to the individual's salary, above and beyond any scheduled salary, and will remain there throughout his/her stay in the district.

- f. At the beginning of the 20<sup>th</sup> year of continuous in-district experience, stipend 3, as set forth in Appendix A (or a total of stipends 1, 2, and 3), will be added to the individual's salary, above and beyond any scheduled salary, and will remain there throughout his/her stay in the district.

4. Certification in a Special Area

If the Board requires a teacher to return to school to obtain certification in a special area, the Board shall pay the cost of tuition and university fees. Board request must be in writing to the teacher from the superintendent or the Board's designee.

5. Payment for Supervision

The supervision of co-curricular activities of the District occurring within the District shall be distributed and assigned as equally as administratively possible through the certificated personnel within each building. Middle School and High School supervision of after school activities in the District shall be paid according to Appendix D. Teachers, spouse and school age children or younger shall be allowed free admittance to the Tri-Valley sponsored school activities involving Tri-Valley students, excluding parent or student fund-raising projects.

The supervision of co-curricular activities of the District occurring outside the District shall be apportioned on a voluntary basis and/or assigned as equally as administratively possible among six (6) to twelve (12) certificated personnel with compensation paid according to Appendix D., payable monthly following submission of request. Administrative assignments shall be scheduled with reasonable advance notice.

Supervisors of detentions shall be paid according to Appendix D.

6. Excludable Income

The Board will consider as excludable income for tax purposes that dollar amount not to exceed the amount required by law of the gross salary contributed to the Illinois Teacher Retirement System. Excludable income will not be reported as taxable earning to the Internal Revenue Service subject to provisions outlined below.

The Board will apply the procedures specified above to all employees currently contributing to the Illinois Teacher Retirement System.

The Association agrees that should any of the above be declared improper by an Internal Revenue Service ruling or opinion, that clause or portion thereof shall be deleted from this agreement to the extent that it violates the ruling or opinion.

7. Co-Curricular

- a. For those co-curricular positions with percentages ranges:

- 1. The individual currently holding a co-curricular position within the district will be placed at a % equal to the minimum % for the position plus 1/2% for each completed year in that position.

2. The individual in that position will receive a 1/2% increase each subsequent year of sponsorship/coaching not to exceed the maximum % for that position.

- b. The co-curricular salary will be calculated as a percentage of the base salary on Appendix A.
- c. Any co-curricular sponsor/coach that moves to a new position within the same sport/event will retain years of district experience in that activity as though the coach/sponsor remained in the same position.
- d. When a person assigned to a co-curricular position resigns that position, the Board will make every effort to find a replacement. When a person assigned to a co-curricular position resigns that position two consecutive years, that person will be relieved of that co-curricular position.
- e. Any co-curricular position may be split between teachers with mutual agreement by the building principal and the teachers involved.
- f. The Board shall have the right to reward meritorious co-curricular supervisory activities with compensation which may exceed "Appendix C" minimums.
- g. In the event the Board decides to add a co-curricular position, the Board and the Association representatives shall mutually agree to the co-curricular salary.
- h. Appendix C determines the salary ranges for co-curricular positions, however, the Board reserves the right to determine whether or not the positions will be filled.

8. Stipend for Extra High School Class

The normal teaching assignment at the high school shall be six classes. Should the building principal require a teacher to teach seven classes, the teacher will receive a stipend amounting to 5% of the base salary per semester.

9. Extended Contracts

At the discretion of the Board of Education, certified staff may be offered an extended contract and paid at a fraction of the 9-month school year salary based on the extended work schedule. Positions will be listed on Appendix D of the Collective Bargaining Agreement.

10. National Board Certification

Teachers who achieve National Board Certification shall receive an annual stipend as stated in Appendix A the year following completion until that certification has expired.

## **SALARIES AND RELATED PROVISIONS EDUCATIONAL SUPPORT PERSONNEL**

1. Salary Guide

Wages and related payments shall be set forth in Appendix B which is attached hereto and incorporated into the Agreement.

2. Rounding Hours of Work

Hours of work shall be rounded up to the nearest one-quarter (1/4) hour for pay purposes.

3. ESP Paid Holidays

Twelve month employees shall be paid for thirteen (13) holidays each year. If the number of holidays observed by the District is less than thirteen (13), the remaining days shall be considered as floating holidays. Observance of floating holidays shall be determined by the Superintendent with input from the Association.

4. Sunday and Holiday Pay

Employees will be assigned to work Sundays and holidays only in emergencies. Such work will be paid at twice the regular hourly rate of pay. This paragraph does not apply to bus drivers or for building checks.

If offered by the administration, employees may voluntarily work on Sundays or holidays. (i.e. Sunday Church Services). In these cases, employees shall be paid according to the regular pay provisions. (See next section.)

5. Overtime

a. Regular Overtime

Monday shall be the beginning of each work week for the purpose of calculating overtime. All work over and above forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the regular hourly rate of pay. In addition, the following will apply toward the computation of overtime: attendance at refresher courses, holiday(s), sick day(s), in-service day(s), and jury duty.

The administration shall first assign overtime to qualified volunteers to the extent they are available. In the event an employee works in more than one position with different rates of pay, overtime will be calculated as per the weighted average method.

b. Relief Time and Overtime

Employees working overtime will be entitled to an additional fifteen (15) minute break for every two (2) hours worked which are consecutive to the employee's work day. Overtime which is not consecutive to the normal work day shall entitle the employees to an additional fifteen (15)

minute break for each four (4) hours of overtime worked. This paragraph shall not apply to bus drivers.

c. Overtime Procedures

No overtime shall be allowed or incurred without the approval, in advance, of the Superintendent or his/her designee. Exceptions may be made in the case of emergencies. There is no guarantee to overtime work for any employee. The administration shall endeavor to offer overtime equally among qualified employees over the course of the school year (school year employees) or calendar year (twelve month employees). Overtime opportunities will generally be rotated among employees who perform work of that type in that building. However, this provision shall not require the administration to assign overtime to another employee when work had already been commenced by a particular employee. Nor does this provision require the administration to assign work which would be overtime to one employee who regularly performs work of that type.

**ARTICLE X  
EFFECT OF AGREEMENT**

1. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto which may be altered, changed, added to, deleted from, or modified only through mutual consent of the parties. The Association agrees that all negotiable items have been discussed during the bargaining leading to this Agreement, and agrees that negotiations will not be re-opened on the effect of any item contained in this Agreement during the life of this Agreement. The operating of schools and the direction of staff are vested exclusively in the Board of Education.
2. This agreement shall be effective immediately upon mutual acceptance and shall continue in effect until June 30, 2017.
3. During the terms of the Agreement, employees represented by the Association agree not to strike, or engage in or support or encourage any concerted refusal to render full and complete services in the school district or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the schools.
4. Any individual contract between the Employer and an individual Bargaining Unit Member heretofore executed shall be subject and consistent with the terms and conditions of this Agreement.
5. Within sixty (60) days after the Agreement is signed, copies shall be provided by the employer and printed by the Association for all teachers. The employer will make available district equipment and materials without cost to the Association.

**Salaries and Provisions**

The parties agree to a three (3) year Agreement with step and \$150 added to the base of the teacher salary schedule for 2015, and step and \$350 added to the base salary for 2016, and step and \$550 added to the base salary for 2016. The ESP schedule will be increased by .5% for 2015 and by 1.0% in 2016, and by 1% in 2017.

1 Year 3% bump for ESP announced retirement given one year in advance.

This agreement is signed and adopted this 17th day of June, 2014.

In Witness Whereof:  
FOR THE ASSOCIATION

FOR THE BOARD

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Appendix A  
2015-2017 Salary Guide

Salary Guide Index  
**2014-2015**

Step	BS	BS+8	BS+16	BS+24	BS+32 MS1	MS2 MS1+8	MS+8 MS1+16	MS2+16 MS1+24	MS2+24 MS1+32
1	35,475	36,660	37,845	39,030	40,214	41,400	42,585	43,769	44,954
2	36,705	37,889	39,075	40,260	41,444	42,630	43,815	44,999	46,185
3	37,979	39,163	40,349	41,534	42,718	43,904	45,089	46,273	47,459
4	39,298	40,483	41,667	42,853	44,038	45,222	46,406	47,593	48,777
5	40,663	41,847	43,032	44,218	45,402	46,587	47,773	48,957	50,142
6	42,077	43,261	44,445	45,631	46,815	48,000	49,186	50,371	51,555
7	43,539	44,725	45,909	47,094	48,280	49,464	50,649	51,833	53,019
8	45,055	46,239	47,423	48,610	49,794	50,978	52,165	53,349	54,534
9	47,088	47,809	48,993	50,178	51,362	52,548	53,733	55,271	56,103
10		49,474	50,658	51,843	53,029	54,213	55,398	56,582	57,768
11		51,198	52,382	53,568	54,753	55,937	57,122	58,308	59,492
12		53,512	54,168	55,352	56,538	57,723	58,907	60,092	61,278
13			56,618	57,242	58,428	59,613	60,797	61,983	63,167
14				59,844	60,426	61,611	62,797	63,981	65,166
15					63,163	64,401	64,950	66,134	67,319
16							67,891	69,130	69,632
17									72,788

Salary Guide Index

**2015-2016**

Step	BS	BS+8	BS+16	BS+24	BS+32 MS1	MS2 MS1+8	MS+8 MS1+16	MS2+16 MS1+24	MS2+24 MS1+32
1	35,825	37,021	38,219	39,415	40,611	41,809	43,005	44,201	45,397
2	37,067	38,263	39,461	40,657	41,853	43,051	44,247	45,443	46,641
3	38,354	39,550	40,747	41,944	43,140	44,337	45,534	46,730	47,927
4	39,686	40,882	42,078	43,276	44,472	45,668	46,864	48,062	49,258
5	41,064	42,260	43,456	44,654	45,850	47,046	48,244	49,440	50,636
6	42,492	43,688	44,884	46,082	47,278	48,474	49,672	50,868	52,064
7	43,968	44,166	46,362	47,558	48,756	49,952	51,148	52,345	53,542
8	44,499	46,695	47,891	49,089	50,285	51,481	52,679	53,875	55,072
9	47,553	48,280	49,476	50,673	51,869	53,066	54,263	55,817	56,657
10		49,962	51,158	52,354	53,552	54,748	55,944	57,141	58,338
11		51,703	52,899	54,097	55,293	56,489	57,685	58,883	60,079
12		54,040	54,702	55,898	57,096	58,292	59,488	60,685	61,882
13			57,177	57,807	59,004	60,201	61,397	62,595	63,791
14				60,434	61,023	62,219	63,416	64,613	65,809
15					63,786	65,036	65,591	66,787	67,983
16							68,561	69,813	70,319
17									73,506



Salary Guide Index

2016-2017

Step	BS	BS+8	BS+16	BS+24	BS+32 MS1	MS2 MS1+8	MS+8 MS1+16	MS2+16 MS1+24	MS2+24 MS1+32
1	36,375	37,590	38,806	40,020	41,235	42,451	43,665	44,880	46,094
2	37,636	38,851	40,067	41,281	42,496	43,712	44,926	46,141	47,357
3	38,942	40,157	41,373	42,587	43,802	45,018	46,233	47,447	48,663
4	40,295	41,510	42,724	43,940	45,155	46,369	47,584	48,800	50,015
5	41,694	42,909	44,124	45,340	46,554	47,769	48,985	50,199	51,414
6	43,144	44,358	45,573	46,789	48,003	49,218	50,434	51,649	52,863
7	44,643	45,859	47,074	48,289	49,505	50,719	51,934	53,148	54,364
8	46,198	47,412	48,626	49,843	51,057	52,272	53,488	54,703	55,917
9	48,283	49,021	50,236	51,451	52,665	53,881	55,096	56,674	57,526
10		50,729	51,944	53,158	54,374	55,589	56,803	58,018	59,234
11		52,497	53,711	54,927	56,142	57,356	58,571	59,787	61,002
12		54,870	55,542	56,757	57,973	59,187	60,402	61,616	62,832
13			58,055	58,694	59,910	61,125	62,339	63,555	64,770
14				61,362	61,959	63,174	64,390	65,604	66,819
15					64,765	66,035	66,598	67,812	69,027
16							69,614	70,884	71,399
17									74,635

Salary Guide Index

2014-2015

Longevity	10-14		1,064		.030Xbase			
	15-19		2,040		.0575xbase			
	>19		3,991		.1125Xbase			
Extra Class			3,548		.10 x base			
National Board Certified		Annual	2,661		.075Xbase			
Master's Degree		One-time	1,242		.035Xbase			
PHD		One-time	2,483		.070Xbase			

2015-2016

Longevity	10-14		1,075		.030Xbase			
	15-19		2,060		.0575xbase			
	>19		4,030		.1125Xbase			
Extra Class			3,583		.10 x base			
National Board Certified		Annual	2,687		.075Xbase			
Master's Degree		One-time	1,254		.035Xbase			
PHD		One-time	2,508		.070Xbase			

2016-2017

Longevity	10-14		1,091		.030Xbase			
	15-19		2,092		.0575xbase			
	>19		4,092		.1125Xbase			
Extra Class			3,638		.10 x base			
National Board Certified		Annual	2,728		.075Xbase			
Master's Degree		One-time	1,273		.035Xbase			
PHD		One-time	2,546		.070Xbase			

Teachers who achieve National Board Certification shall receive an annual stipend as stated in Appendix A the year following completion until that certification has expired. If proof of certification is unable to be obtained at the start of the school year, pay shall be retroactive.

**MS2 Language:** Master's Programs requiring 48 or more hours of course work to complete the degrees as defined at ISU or EIU qualify for the Master's 2 designation.

**TRI VALLEY UNIT SCHOOL DISTRICT NO. 3  
APPENDIX A  
TEACHER SALARY GUIDE INDEX**

TRI VALLEY UNIT SCHOOL DISTRICT NO. 3									
APPENDIX A									
TEACHER SALARY GUIDE INDEX									
Step	BS	BS+8	BS+16	BS+24	BS+32/MS <sub>1</sub>	MS <sub>2</sub> MS <sub>1</sub> +8	MS <sub>2</sub> +8 MS <sub>1</sub> +16	MS <sub>2</sub> +16 MS <sub>1</sub> +24	MS <sub>2</sub> +24 MS <sub>1</sub> +32
1	1.00000	1.03339	1.06682	1.10021	1.13360	1.16703	1.20042	1.23381	1.26720
2	1.03467	1.06806	1.10149	1.13488	1.16827	1.20170	1.23509	1.26848	1.30191
3	1.07058	1.10397	1.13740	1.17079	1.20418	1.23761	1.27100	1.30439	1.33782
4	1.10777	1.14116	1.17454	1.20798	1.24137	1.27475	1.30814	1.34158	1.37497
5	1.14624	1.17963	1.21302	1.24645	1.27984	1.31323	1.34666	1.38005	1.41344
6	1.18609	1.21947	1.25286	1.28630	1.31968	1.35307	1.38651	1.41990	1.45328
7	1.22731	1.26074	1.29413	1.32752	1.36095	1.39434	1.42773	1.46112	1.49455
8	1.27004	1.30343	1.33681	1.37025	1.40364	1.43702	1.47046	1.50385	1.53724
9	1.32737	1.34767	1.38106	1.41445	1.44783	1.48127	1.51466	1.55804	1.58148
10		1.39461	1.42800	1.46139	1.49482	1.52821	1.56160	1.59499	1.62842
11		1.44321	1.47660	1.51003	1.54342	1.57681	1.61020	1.64363	1.67702
12		1.50845	1.52693	1.56032	1.59375	1.62714	1.66053	1.69392	1.72735
13			1.59600	1.61358	1.64702	1.68041	1.71379	1.74723	1.78062
14				1.68693	1.70335	1.73674	1.77017	1.80356	1.83695
15					1.78049	1.81539	1.83086	1.86425	1.89764
16							1.91378	1.94871	1.96286
17									2.05181

**APPENDIX B - ESP SALARY GUIDE  
2014-2015**

ESP Salaries			
<u>Position</u>	<u>0-1 Yr</u>	<u>2-5 Yr</u>	<u>6+ Yr</u>
Teacher Aide	\$14.71	\$16.54	\$18.78
Media Center Aide	\$15.96	\$17.99	\$20.33
Computer Lab Aide	\$14.71	\$16.89	\$18.81
Computer Lab Manager	\$17.95	\$20.23	\$23.84
RTI Building Coordinator	\$17.95	\$20.65	\$23.84
Nurse	\$18.40	\$20.68	\$23.46
Secretary	\$15.96	\$17.99	\$20.33
Clerk	\$12.86	\$14.78	\$16.36
Cafeteria Manager/Cook	\$15.96	\$17.99	\$20.33
Asst. Cafeteria Mgr/Cook	\$14.71	\$16.54	\$18.78
Cook	\$12.86	\$14.47	\$16.36
Lunchroom Supervisor	\$11.84	\$13.30	\$15.09
Crossing Guard	\$11.84	\$13.30	\$15.09
Custodian IIA	\$19.46	\$19.46	\$19.87
Custodian II	\$14.71	\$16.76	\$18.81
Custodian I	\$12.86	\$14.78	\$16.36
Maintenance Custodian II	\$17.15	\$19.31	\$21.90
Maintenance Custodian I	\$12.86	\$15.42	\$16.96
Maintenance Mechanic	\$18.65	\$20.75	\$23.35
Bus Driver A	-	-	\$61.67
Bus Driver (per route)	\$48.29	\$55.70	\$61.67
Bus Driver Hourly (Sp Ed)	\$18.05	\$20.31	\$22.56
Bus Driver Sports Run (per route)	\$21.64	\$21.64	\$21.64
Co-Curricular Trips (per hour, min. 2 hrs.)	\$12.64	\$12.64	\$12.64

**APPENDIX B - ESP SALARY GUIDE  
2015-2016**

ESP Salaries	2013-2014		
<u>Position</u>	<u>0-1 Yr</u>	<u>2-5 Yr</u>	<u>6+ Yr</u>
Teacher Aide	\$14.86	\$16.71	\$18.97
Media Center Aide	\$16.12	\$18.17	\$20.53
Computer Lab Aide	\$14.86	\$17.06	\$19.00
Computer Lab Manager	\$18.13	\$20.43	\$24.08
RTI Building Coordinator	\$18.13	\$20.86	\$24.08
Nurse	\$18.58	\$20.89	\$23.69
Secretary	\$16.12	\$18.17	\$20.53
Clerk	\$12.98	\$14.93	\$16.52
Cafeteria Manager/Cook	\$16.12	\$18.17	\$20.53
Asst. Cafeteria Mgr/Cook	\$14.86	\$16.71	\$18.97
Cook	\$12.99	\$14.61	\$16.52
Lunchroom Supervisor	\$11.96	\$13.43	\$15.24
Crossing Guard	\$11.96	\$13.43	\$15.24
Custodian IIA	\$19.65	\$19.65	\$20.07
Custodian II	\$14.86	\$16.93	\$19.00
Custodian I	\$12.99	\$14.93	\$16.52
Maintenance Custodian II	\$17.32	\$19.50	\$22.12
Maintenance Custodian I	\$12.99	\$15.57	\$17.13
Maintenance Mechanic	\$18.84	\$20.96	\$23.58
Bus Driver A	-	-	\$62.29
Bus Driver (per route)	\$48.77	\$56.26	\$62.29
Bus Driver Hourly (Sp Ed)	\$18.23	\$20.51	\$22.79
Bus Driver Sports Run (per route)	\$21.86	\$21.86	\$21.86
Co-Curricular Trips (per hour, min. 2 hrs.)	\$12.77	\$12.77	\$12.77

**APPENDIX B - ESP SALARY GUIDE  
2016-2017**

ESP Salaries			
<u>Position</u>	<u>0-1 Yr</u>	<u>2-5 Yr</u>	<u>6+ Yr</u>
Teacher Aide	\$15.01	\$16.88	\$19.16
Media Center Aide	\$16.28	\$18.35	\$20.74
Computer Lab Aide	\$15.01	\$17.23	\$19.19
Computer Lab Manager	\$18.31	\$20.63	\$24.32
RTI Building Coordinator	\$18.31	\$21.07	\$24.32
Nurse	\$18.77	\$21.10	\$23.93
Secretary	\$16.28	\$18.35	\$20.74
Clerk	\$13.11	\$15.08	\$16.69
Cafeteria Manager/Cook	\$16.28	\$18.35	\$20.74
Asst. Cafeteria Mgr/Cook	\$15.01	\$16.88	\$19.16
Cook	\$13.12	\$14.76	\$16.69
Lunchroom Supervisor	\$12.08	\$13.56	\$15.39
Crossing Guard	\$12.08	\$13.56	\$15.39
Custodian IIA	\$19.85	\$19.85	\$20.27
Custodian II	\$15.01	\$17.10	\$19.19
Custodian I	\$13.12	\$15.08	\$16.69
Maintenance Custodian II	\$17.49	\$19.70	\$22.34
Maintenance Custodian I	\$13.12	\$15.93	\$17.30
Maintenance Mechanic	\$19.03	\$21.17	\$23.82
Bus Driver A	-	-	\$62.91
Bus Driver (per route)	\$49.26	\$56.82	\$62.91
Bus Driver Hourly (Sp Ed)	\$18.41	\$20.72	\$23.02
Bus Driver Sports Run (per route)	\$22.08	\$22.08	\$22.08
Co-Curricular Trips (per hour, min. 2 hrs.)	\$12.90	\$12.90	\$12.90

#### Non-certified Salary Schedule

Aides are paid according to the days worked and the school calendar. Their schedule follows student attendance.

#### Non-certified Salary Schedule

Aides are paid according to the days worked and the school calendar. Their schedule follows student attendance.

Aides will work only the first and last in-service days, unless requested to be present by the building principal. Other specialty positions will be paid according to contract.

The Board retains the right to place a new employee at any step on the salary guide, if, in the judgment of the Board that this will be in the best interests of the District.

July 1 shall be the anniversary date for determining placement on the salary guide. ESPs employed prior to December 31 shall be given credit for one full year of employment on the salary guide.

Involuntary transfer of ESPs from one category of position to another shall not result in a decrease in pay.

**TRI-VALLEY COMMUNITY SCHOOL DISTRICT NO. 3  
APPENDIX C - STIPEND POSITIONS**

Coaching Stipends	
Middle-High School Athletic Director	15-22
Assistant Athletic Director	7-12
Weight room Coordinator	6-8
High School Boys	
Baseball	8-14
Basketball	12-19
Cross Country (COED)	8-14
Track	8-14
Football	12-19
Golf	8-14
Asst. Baseball	6-11
Asst. Basketball	7-12
Asst. Cross Country (COED)	5-10
Asst. Track	5-10
Asst. Football	7-12
High School Girls	
Basketball	12-19
Softball	8-14
Track	8-14
Volleyball	10-15
Asst. Basketball	7-12
Asst. Softball	6-11
Asst. Volleyball	7-12
Basketball Cheerleaders	7-12
Football Cheerleaders	4-6
Middle School Boys	
Baseball	5-10
Basketball	7-12
Cross Country (COED)	6-12
Track	6-12
Asst. Baseball	4-8
Asst. Basketball	6-11
Asst. Cross Country (COED)	4-8
Asst. Track	5-10
6 <sup>th</sup> Grade Basketball	5-10
Middle School Girls	
Basketball	7-12
Track	6-12
Softball	5-10
Volleyball	6-11
Asst. Basketball	6-11
Asst. Track	5-10
Asst. Volleyball	5-10
6 <sup>th</sup> Grade Basketball	5-10
6 <sup>th</sup> Grade Volleyball	4-8
Cheerleaders	5-10



## Non-Athletic Stipends

Teacher Mentor	2-4
Accompanist	3
Technology Curriculum Assistant	8
Shift Coordinator	5

## High School

Musical	7-12
Musical Asst.	5-10
Fall Play	7-12
Play Asst.	5-8
Swing Choir	7-12
Madrigals/Jazz Choir	7-12
Marching Band Director	8-14
Assistant Marching Band	6-11
Pep Band	3-6
Jazz Band	5-10
Yearbook	5-8
Student Council	3-6
Sr. Class Sponsor	2
Jr. Class Sponsor	3
Sophomore Class Sponsor	2
Freshman Class Sponsor	2
Art Club	3
FFA	9-14
Asst. FFA	7-12
FHA.	2
Scholastic Bowl	5-7
Speech	5-7
C.A.P.T.A.I.N.S.	1
SAP Coordinator	5-8
Spanish Club	2
National Honor Society	2
WYSE	1

## Middle School

Play	5-10
Play Assistant	3-6
4-6 Play	5-10
4-6 Play Assistant	3-6
Jazz Band	3-6
Civil War Daze	4
Yearbook	4-7
Student Council	2-5
Math Counts	1-2
History Fair	4
Mini-Course Coordinator	2-5
SAP Coordinator	5-8
Destination Imagination Coordinator	2-3
Chess Club Sponsor	2-3
Middle School Scholastic Bowl	3-6
Art Club	3

Elementary School	
Yearbook	3
SAP Coordinator	5-8

The following stipends are eliminated from the contract. High School Band Stipend 2%, High School Chorus Stipend 2%, Middle School Band Stipend 4%, Middle School Chorus Stipend 4%, and Elementary School Chorus Stipend 1%.

**TRI-VALLEY COMMUNITY UNIT SCHOOL DISTRICT NO. 3  
APPENDIX D - MISCELLANEOUS**

2012-2013

In District Supervision	\$55.28
Out-of-District Supervision	\$59.14
P.M. Detention	\$48.87
A.M. Detention	\$47.55
Saturday Detention	\$83.57
Planning Period Sub	\$41.13/hr
DE Hours/Summer	\$34.70/hr
Technology Systems Coordinator	\$34.70/hr
Designated Principal	\$102.87/day
LPDC	\$30.78/hr
Media Director	10/9
Ag Teacher	10/9
Athletic Director	9.5/9
Staff Bus Driver's License	\$100

2013-2014

In District Supervision	\$55.83
Out-of-District Supervision	\$59.73
P.M. Detention	\$49.36
A.M. Detention	\$48.03
Saturday Detention	\$84.41
Planning Period Sub	\$41.89/hr
DE Hours/Summer	\$35.05/hr
Technology Systems Coordinator	\$35.05/hr
Designated Principal	\$103.90/day
LPDC	\$31.09/hr
Media Director	10/9
Ag Teacher	10/9
Athletic Director	9.5/9
Staff Bus Driver's License	\$100

Clarification of DE Hours / Summer / Planning Period Sub

1. DE Hours / Summer is understood to be compensation for additional hours of work beyond the regular contract and approved by the administration for a driver education teacher or a summer school teacher.
2. Summer or after school programs are exempt from the above hourly rate provision.
3. Staff development activities or other work after the regular school day which are at the option of the teacher are exempt from the above hourly rate provision.

4. Extended contracts for Media Director, Ag Teacher, and Athletic Director were not previously bargained and may be converted to a stipend in the future.
5. Other Board-approved summer work will be paid at the summer rate.
6. The rate of increase for the rates in Appendix D will increase in conjunction with the percent increase of the Appendix A base salary.
7. Planning Period Sub is an hourly rate. For example, a teacher covering a 30-minute class would receive half of the hourly wage, being paid according to the length of the period. Any teacher covering a class for more than five (5) minutes at the request of an administrator will be paid for the entire period.
8. Any staff member who obtains a bus driver's license will receive a one-time stipend of \$100. This is designed to increase the number of drivers and eliminate the pressures during athletic seasons. Regular and substitute drivers will still be given priority in driving assignments that do not interfere with the performance of their regular route.
9. Supervision Clarification:

In the event that a person drives an extra-curricular trip, the driver may claim the driving rate for the time driven. However, the driver who is being paid for seat time may not claim the supervision stipend as well. One fee or the other will be paid, but not both.

**TRI-VALLEY COMMUNITY UNIT SCHOOL DISTRICT NO. 3**  
**APPENDIX E – TEACHER EVALUATION PROCEDURES**

The Tri-Valley Board of Education believes the four major goals of a systematic teacher evaluation process are:

1. to provide and support effective teaching;
2. to provide for the improvement of instruction;
3. to measure adherence to standards; and
4. to provide a basis for employment decisions.

The evaluation process shall include:

1. Tenured teachers shall be formally evaluated at least once every two (2) years unless deemed necessary by the administration.
2. Within a reasonable length of time after the beginning of each school term, the Building Principal or designated administrator shall orient all teachers under his or her supervision as to the formal evaluation procedures. No formal evaluation may take place until such orientation has been completed.
3. Each teacher shall submit a self-evaluation form stating performance goals for the school year and a plan for accomplishing those goals.
4. Each formal, written evaluation of classroom teaching performance shall be preceded by no less than twenty-five (25) minutes of classroom observation.
5. The administrator shall formally evaluate each teacher in writing. All formal evaluations of the teacher shall be conducted with the full knowledge of the teacher.
6. The evaluator and the teacher shall have a post-observation conference within ten (10) school days of the final in-class observation to discuss the formal evaluation unless prevented by extenuating circumstances.
7. The teacher shall have the right to attach his or her comments to any formal evaluation or other materials placed in a teacher's personnel file, exclusive of privileged material.
8. A copy of the evaluation shall be placed in the teacher's personnel file and a copy shall be given to the teacher.
9. Any informal observations which are to be used to evaluate the teacher shall be reduced to writing and discussed with the teacher. If the concern is resolved to the satisfaction of the appropriate administrator, the report will not be included in the formal evaluation.

**TRI-VALLEY COMMUNITY UNIT SCHOOL DISTRICT NO. 3**  
**APPENDIX E – EDUCATIONAL SUPPORT PERSONNEL EVALUATION PROCEDURES**

1. Number of Evaluations – Each probationary, non-certified, newly hired employee shall be formally evaluated within the first six (6) months of employment. Each post-probationary, non-certified employee shall be evaluated no less than one (1) time every other year if work performance warrants.
2. Employees working in more than one job classification will be evaluated separately in each classification area.
3. Evaluations will be completed by an administrative staff member.
4. A copy of each written evaluation of work performance shall be given to the employee within ten (10) school days of the evaluation.
5. The evaluator shall notify the employee prior to the evaluation. Either the evaluator or employee may request a meeting to discuss and answer questions regarding the evaluation results. Observations may be made of the employee's active work or results of work.
6. Completed evaluations will be submitted to the Unit Office not less than 30 days prior to the end of the school term.
7. In the event that the employee feels the evaluation is incomplete or inaccurate, he or she may submit an objection in writing to the Superintendent. The objection shall be attached to the completed evaluation.

**TRI-VALLEY COMMUNITY UNIT SCHOOL DISTRICT NO. 3**  
**APPENDIX E –COACHING STAFF EVALUATION PROCEDURES**

1. The Athletic Director, with input from the building principal or assistant Athletic Director, will be responsible for a yearly formal evaluation of each Head Coach. The Athletic Director will use the approved form developed jointly by the Association and the Board.
2. The Athletic Director will be responsible for a yearly formal evaluation of each Assistant Coach with input from the Head Coach for that sport. The Athletic Director will use the approved form developed jointly by the Association and the Board.
3. Both the evaluation of the head coach and each assistant coach will be completed no later than one (1) month after the end of the team's season state tournament final date. Evaluations that are poor enough to make retention questionable will immediately be forwarded to the Superintendent.
4. The Building Principal shall insure that the coach being evaluated has seen the evaluation. The coach will signify this by signing and dating the evaluation. The signature indicates that the coach is aware of the evaluation, not necessarily that he or she agrees with the evaluation. The Building Principal will discuss the evaluation with the coach being evaluated.

**TRI-VALLEY COMMUNITY UNIT SCHOOL DISTRICT NO. 3**  
**APPENDIX F – PAYROLL DISTRIBUTION DATES**

Payroll distribution dates will be every two weeks beginning with July 4, 2014.

In any year that would normally have 27 bi-weekly pay periods, pay dates will be adjusted during July and December to create 26 pay dates. The final day of each fiscal year, June 30<sup>th</sup>, will mark the date at which all salaries for that school year will become final.