

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION OF LE ROY COMMUNITY UNIT SCHOOL DISTRICT NO. 2

AND THE

LE ROY EDUCATION ASSOCIATION

FOR YEARS

SY2018-19, SY2019-20, SY2020-21 & SY2021-22

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**ARTICLE I
RECOGNITION AND DEFINITIONS
(All Members)**

1.1 Recognition.

The LeRoy Board of Education of District #2, McLean County, Illinois, (hereinafter referred to as the "employer" or the "board") recognizes the LeRoy Education Association, IEA-NEA (hereinafter referred to as the "association" or the "union") as the sole and exclusive bargaining representative as defined by the Illinois Educational Labor Relations Act for all positions as set forth in Case #2000-RC-0004-S of the Illinois Educational Labor Relations Board. INCLUDED are all regularly employed certified teaching personnel, all regularly employed full-time and part-time non-certified employees including but not limited to aides, bus/van drivers, cooks, custodians, maintenance employees, nurses, secretaries, supervisor of fleet and grounds, director of property services and all other positions which do not require a teaching and/or administrative certificate employed by the employer. EXCLUDED are the superintendent, principals, assistant principal, director of student services, curriculum director, superintendent's secretary, bookkeeper, technology coordinator and all other supervisory, managerial, confidential employees; and short-term employees as defined by the Act.

1.2 Definitions.

- A. Supervisor.
"Supervisor" means any individual having authority in the interests of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, reward or discipline other employees within the appropriate bargaining unit and adjust their grievances, or to effectively recommend such action if the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The term "supervisor" includes only those individuals who devote a preponderance of their employment time to such exercising authority.

- B. Employee.
The term "employee" includes any person holding a position as included in 1.1 of the Recognition Clause.

- C. Probationary ESP.
The term "probationary ESP" is a non-certified employee in their first 12 months of employment who has an "at-will" employment status during that period of time and within the first 12 months of employment may be discharged at any time without due process, notice and with or without cause.

- C. Temporary Employee.
The term "temporary employee" is an employee with no assumption or implication of permanent employment.

- D. Employer/Board.
The term "employer" or "board" includes the collective body or any person holding a position as the employer or authorized agent thereof.
- E. Association/Union.
The term "association" or "union" includes the collective body or any person holding a position as the association or its authorized agent thereof.
- F. Benefit Eligible Employee.
Only employees working thirty (30) or more hours per week shall be eligible to receive board paid medical-health, life insurance premiums, sick days, personal days, bereavement days, wellness benefit, or 125 plan benefits, and vacation (ESPs only) as defined herein. (Note: see work year addendum for paid sick time for non-benefit eligible employees)
- G. Work Year.
See attached "work year" addendum.

**ARTICLE II
NEGOTIATIONS PROCEDURE
(All Members)**

2.1 Negotiating Committee.

The board or designated representatives of the board and the LEA or designated representatives of the LEA shall constitute the negotiating committee.

2.2 Beginning of Negotiations.

Negotiations on successor agreements shall begin no earlier than February 1, and no later than March 1, preceding the expiration of the contract unless both parties agree to an alternate beginning date.

2.3 Meetings.

Regular meetings shall be held as agreed by both parties. Meetings may be called by written or verbal agreement.

2.4 Good Faith.

The board and LEA agree that negotiations will be in good faith.

2.5 Caucus Allowance.

Upon request, either party, board or LEA, may recess to permit the parties to caucus. Maximum duration of any caucus shall be limited to fifteen (15) minutes.

2.6 Initialing Tentative Agreements.

The board and the LEA shall initial each section when tentatively agreed upon.

2.7 Tentative Agreement on Contract.

When the participants reach a tentative agreement on all matters being negotiated, it will be reduced to writing and submitted to the LEA and the board for ratification.

ARTICLE III NO STRIKE PROVISION (All Members)

The LEA agrees there shall be no strike, withholding of services, slow-down, mass absenteeism or other refusals to render complete service to LeRoy Community Unit School District No. 2 by any employee covered by this agreement during the duration of this agreement. The employer agrees that it will not lock out any employees during the term of this agreement.

ARTICLE IV EMPLOYEE RIGHTS

4.1 Personnel File.

A. Placement Of Materials In File.

Only one official file shall be maintained. No evaluative materials shall be placed in the file unless the employee has had an opportunity to read such material. The employee shall acknowledge that he/she has read any evaluative materials by signing the copy to be filed. The employee's signature shall mean only that he/she has received and read the contents therein. Any evaluative material not reduced to writing within thirty (30) calendar days following the event or 30 calendar days after the employer's knowledge of the event may not be added to the file. Any materials not contained in the employee's personnel file may not be used to evaluate or discipline the employee in any manner. Upon request, the employer will reproduce any materials in his/her personnel file.

B. Right To Respond.

The employee shall have the right to respond to any material in, or to be placed in, his/her file and have that response attached to the file copy of the document. The immediate administrator will sign the response acknowledging that he/she received and read the material.

C. Right To Examine File.

An employee shall have the right to examine his/her personnel file within twenty-four (24) hours of request and to have a representative of the union accompany them in such review. The employer shall have the right to have a representative present during the review.

4.2 No Reprisal (All Members).

No reprisals shall be given by the board or the administration against any employee for said employee's participation in the LEA.

4.3 Representation (All Members).

Whenever an employee is required to appear before any administrator, supervisor or member(s) of the board of education concerning any matter which is evaluative, disciplinary in nature, could adversely affect terms and conditions of employment, or could lead to dismissal the employee shall: be provided at least forty-eight (48) hours prior written notice of the reasons for such meeting and be entitled to have a representative of the association present to advise and represent him/her during the meeting or interview. The notice period may be reduced when reason for possible disciplinary action involves conduct which may present a threat to the person or students or employees or the property of the district; or where the administration has knowledge of a potential charge against the employee involving a criminal or serious traffic violation.

4.4 Teacher Work Day (Teachers Only).

A. Length.

The regular teacher work day shall be from 8:00 a.m. until 3:30 p.m. Teachers shall be entitled to a duty free lunch period. The administration shall have the right to assign duties to teachers beyond the school day such as, but not limited to, detention duty and faculty meetings. At the discretion of the administration, approval for delayed opening or early dismissal may be granted for weather/emergency related circumstances or other appropriate reasons.

B. Hourly Compensation for Committee Meetings, Staffings.

An employee required by administration to participate in a scheduled meeting outside of the regular school day, as defined in A above, will be compensated at \$12.50 per half hour or \$25.00 per hour. The most common examples of these meetings would include work related to curriculum, data, and professional development.

C. Professional Duties.

Professional duties, such as any class for which a student received credit, may be assigned high school teachers in lieu of homeroom provided a time equivalent non-preparatory assignment is scheduled during the employee's day. High school teacher shall be defined as a teacher whose assignment is four (4) or more high school periods daily.

D. Preparation Periods.

Full time teachers shall have preparation periods as set forth below:

1. All teachers in the district shall have a minimum of 250 minutes weekly to be pro-rated for weeks with less than five days of student attendance.

4.5 ESP Work Day (ESPs Only).

A. Work Day.

The standard work day for all ESPs shall include at least one fifteen (15) minute paid break every four (4) hours and a duty free lunch and/or dinner break of no less than thirty (30) consecutive minutes. A night shift employee should not leave the building unless the building is fully secured prior to the employee leaving.

During days when students are not in attendance the night shift custodians may change their hours to day shift hours, subject to approval of the immediate supervisor.

An employee shall be given written notice of any change of his/her assignments for the forthcoming school year no later than thirty (30) calendar days preceding the commencement of the next school term unless an emergency situation or retirement occurs after the thirty (30) day notice dates. Such notice shall include location(s), work schedule, name of supervisor(s) and job description. In no event shall changes in the employee's assignments be made later than thirty (30) calendar days preceding the commencement of the next school term unless an emergency situation or retirement occurs after the 30 day notice date requires the same.

The designation of the time of employment each day will not vary more than thirty (30) minutes is agreed to. The total time required each day shall not vary unless additional hours are required to meet an unexpected work situation or to service a school activity.

It is understood that the work schedule may vary to accommodate a summer work schedule.

B. Part-Time Employees.

Part-time employees are employees who work less than the standard work week but shall include one fifteen (15) minute break for every four (4) consecutive hours worked and a duty free lunch and/or dinner break of no less than thirty (30) consecutive minutes for every five (5) consecutive hours worked. Employees shall be permitted to leave the school property during lunch and the building during any break period.

C. Work Week Requirements.

Paid leaves, holidays, vacation days and emergency days shall all count towards meeting the above work week requirements. If the school day is cancelled because of an emergency, i.e. snow day, mechanical problem, the employee will not be paid. The district will make every reasonable effort to provide work for employees that would not be able to make up the lost day or lost hours. If school is dismissed early and the district is able to claim full student aid reimbursement, the employee who has timely reported to work will be paid for a full day of employment.

The employee who has not timely reported will be paid only for the hours worked for the remainder of the workday (recognizing a possible early dismissal).

4.6 Assignments, Vacancies, Transfers (All Members).

The employer shall post in all school buildings and shall mail to the association a written notice of any vacancy, anticipated vacancy, or new position covered by the agreement. The association shall be notified prior to the posting of the position. No vacancy shall be filled until such vacancy is posted ten (10) normal workdays unless an exceptional situation occurs. When the vacancy develops during the summer when school is not in session, such notices shall be mailed to the president of the association. Such notice shall include a job description and the salary range.

A. Assignments, Vacancies, and Transfers.

1. Notification of Tentative Assignment.

Employees shall be notified of their tentative assignment for the following school year by July 1. Employees will be notified of changes due to enrollment shifts, vacancies or similar situations as they occur and if possible at least one week prior to the opening of school.

2. Application for Transfer.

Any employee qualified for a vacancy may apply for transfer to another grade level/building where a vacancy exists. Such application shall be made in writing on the included form to the building principal and superintendent.

3. Consideration of Transfer Request. (Certified Only)

The Board shall fill any vacant position based upon the consideration of factors that include without limitation: certifications, qualifications, merit and ability (including performance evaluations, if available), and relevant experience, provided that the length of continuing service with the school district will not be considered as a factor, unless all other factors are determined by the Board to be equal. The Board's decision to select a particular candidate to fill a vacant position shall not be subject to review under the grievance procedure contained herein; provided that in making such a decision, the Board does not fail to adhere to procedural requirements contained herein.

Consideration of Transfer Request. (ESP Only)

In evaluating such request, the employer shall consider the respective applicant's professional qualifications, experience, length of service with the employer, opportunity for professional growth, the interest and aspirations of the individual employee, and the best interests of all students.

4. Hold on Final Assignment.

No assignment of new employees to a specific position in the school district shall be made until all pending requests for reassignment or transfer to the position have been given due consideration.

5. Denial of Transfer Request.

If such request for transfer to a different position is denied, the reason for the denial shall be given within five (5) normal workdays after filling the position.

6. No transfer shall result in a loss of wages (ESP: hourly wage; Certified: salary).

4.7 Assault Upon An Employee (All Members).

Any case of assault upon an employee shall be promptly reported to the employer. At the request of the employee the board shall permit the employee to consult with the board's legal counsel to advise the employee with respect to such assault. The district is not obligated to provide legal counsel beyond giving "initial" direction to respond to the assault. The Employer shall assist the employee in working with law enforcement and judicial authorities.

4.8 Board Assistance For Permissible Actions (All Members).

The board shall render all reasonable assistance to the employee in his/her defense as a result of any permissible action taken by the employee during his/her employment.

4.9 Rules and Regulations Governing Employees (All Members).

Rules and regulations which govern employee work and which are not set forth herein shall be reasonable. Enforcement of employee discipline shall be fair and exercised for just cause. All existing Board policies and administrative regulations governing employee work are available for review. Notice of any changes in the board policy or administrative regulations shall be given to the union president. Any changes in present administrative regulations or individual building rules affecting the employee work shall be posted and shall be given to the union president. Change in existing board policies, administrative regulations, or individual-building rules shall be given as indicated herein prior to enforcement.

**ARTICLE V
BOARD RIGHTS
(All Members)**

The employer retains its statutory rights to manage the school district. Implementation of those rights shall be consistent with this agreement and with the Illinois Educational Labor Relations Act. The employer agrees not to exercise these rights in any arbitrary or capricious manner.

**ARTICLE VI
ASSOCIATION RIGHTS**

6.1 Board of Education Meetings (All Members).

Notice of meeting agenda the Board of Education shall be posted to the district website at least 24 hours prior to the meeting. Official meeting minutes of the Board of Education shall be posted to the district website within 24 hours of being approved and made official. The association

president shall receive an electronic packet at the same time as the board of education. The board shall place on the agenda of each regular board meeting any matters brought to the board's attention for consideration by the association and the association shall be given reasonable time to address these matters.

6.2 New Employees (All Members).

The Board will agree to union orientation for one-half hour during the work day for those employees who are full-time employees and who work a full work week, such as secretaries and custodians. However, this orientation shall not interfere in any way with the employee fulfilling a current work assignment with a time deadline. The orientation for other employees shall take place outside the assigned work hours.

6.3 Subcontracting (ESPs Only).

A. Loss of Duties to Non-Bargaining Unit Members.

During the term of this agreement the duties of any employee or the responsibilities of any bargaining unit position shall not be increased, decreased, or transferred to persons not covered by this agreement without the prior written agreement of the association. During the term of this agreement the employer will not sub-contract, transfer or assign, in whole or in part, any work or services unless the skills needed to perform this work or services are unavailable or cannot be obtained in a reasonable time by employees. The district may employ or utilize persons outside the bargaining unit on a temporary basis as long as no current employee's job status is altered in any way by such employment.

B. Emergency Situations.

Emergency situations can be met with persons outside the bargaining unit after a reasonable attempt, under the circumstances, is made to reach an appropriate unit member to perform the emergency service.

6.4 Use Of Facilities And Equipment (All Members).

A. Facilities.

The association may use district facilities for meetings upon reasonable advance notice to the superintendent. If the facility is unavailable, another facility will be made available. Association members will be allowed to store association materials in their rooms in a place unavailable to students. If the use of the facilities require the presence of a custodian, school employee, or security and a cost is incurred by the district in providing the service, the Association shall reimburse the district for said cost.

B. Equipment.

The association shall have the right to use equipment including, but not limited to, telephones, typewriters, duplicating or printing equipment, binding equipment, calculators, audio-visual equipment, and computers at reasonable times when such equipment is not in use. The association will reimburse the employer for the actual cost of any consumable supplies used by the association.

C. Mailboxes and Bulletin Boards.

The association shall have the right to distribute printed materials in each district facility and use the employer's mail service as well as employee's mailboxes for communication to employees without interference, censorship, or examination of such communications by the employer. The association shall have a bulletin board in either the employee lounge, dining room, work area, or main office at each building, subject to the same conditions as mailboxes.

D. Mail.

The Association shall have the right to use the districts e-mail system.

6.5 Dues Deduction (All Members).

Proper authorization for payroll deduction of membership dues shall be the signature of the Employee on an authorization form prepared by the Association and submitted to the Employer. Authorization shall remain effective from year to year unless the Employee cancels such authorization in writing to the Superintendent and Association prior to September 1, effective for such school year. Authorizations submitted to Employer by the 15th of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods of the school year and remitted to the Association within ten (10) working days following each pay period.

6.6 Fair Share.

A. Fair Share Fee.

Each employee, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues. This provision excludes any teacher on probationary status (non-tenured) and any teacher who is currently a non-association member and has, by the effective beginning date of this contract, given written notice of intent to retire.

B. Deduction of Fair Share Fee by Board.

In the event that the Employees does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

C. Payment of Fair Share Fee to Association.

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

D. Association's Legal Defense Obligation.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided: (1) the Employer gives

immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and, (2) the Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

E. Employer "Hold Harmless".

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

F. Fair Share Objections.

The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

**ARTICLE VII
DISCIPLINE OR DISMISSAL
(All Members)**

No employee shall be disciplined or dismissed without just cause. Disciplinary action shall be progressive when appropriate and shall afford an employee substantive and procedural due process and shall be in accordance with board policies.

**ARTICLE VIII
EMPLOYEE EVALUATION**

The Performance Evaluation Reform Act (PERA) (Senate Bill 315; Public Act 96-0861) was passed by the Illinois General Assembly and signed by the Governor in January 2010. For further information see <http://www.isbe.state.il.us/PERA/default.htm>.

8.1 Certified Employee Evaluations

Right to Representation.

All employees shall have the right to have association representation present at any evaluation conference.

Certified employees shall be evaluated by an administrator qualified under 105 ILCS 5/24A-3.

The qualified evaluator is responsible for written evaluations of all certified employees assigned to him/her. The qualified evaluator's responsibilities include:

- A. Orienting each employee to the evaluative procedures and instruments. Procedures and instruments will be made available electronically and be discussed during the pre-conference and new teacher orientations. A pre-conference will be held within ten (10) working days but not less than two (2) working days prior to the observation date.

- B. The evaluation cycle (March 1-February 28) will consist of the following:
 1. **a. Tenured Employees** (at least once every two evaluation cycles).
 - At least one (1) formal observation consisting of:
 - Pre-conference.
 - Classroom observation (lasting at least 20 minutes) within ten (10) working days of the pre-conference.
 - Post-observation conference within ten (10) working days of the observation.
 - A written Summative Evaluation at least once every two (2) evaluation cycles.
 - b. Non-Tenured Employees** (at least once each evaluation cycle).
 - At least two (2) formal observations consisting of:
 - Pre-conference.
 - Classroom observation (lasting at least 20 minutes each) within ten (10) working days of the pre-conference.
 - Post-observation conference within ten (10) working days of the observation.
 - A written Summative Evaluation at least once each evaluation cycle.

2. At least one (1) informal observation followed by shared written remarks with the employee within ten (10) working days. While not required, the evaluator or employee may request a conference to discuss the informal observation report within ten (10) school days from the date he/she received the informal observation written remarks.

3. A summative conference will be held by February 28 at the end of the evaluation cycle. The written summative evaluation document, which will include the overall performance rating, will be presented to the employee at this conference. The employee shall sign the summative evaluation and be given a copy by the qualified evaluator. In no case shall the employee's signature be construed to mean that he/she agrees with the contents of the evaluation but only that the evaluation has been discussed.
- C. Appeal to Another Qualified Evaluator.
The employee may request an evaluation by another qualified evaluator only after the Summative Evaluation Conference.
- D. The written summative evaluation document, after being signed by the qualified evaluator and the employee, shall be filed in the employee's personnel file in the district office, and a duplicate of that report shall be made available to the employee. The employee may attach written remarks or a rebuttal to this document within ten (10) days of the post-observation. The immediate administrator will sign the employee's written remarks or rebuttal acknowledging receipt of the material and give the employee a signed copy. All written evaluations and the attached employee's comments are to be placed in the employee's electronic evaluation file.
- E. In the event that a tenured employee receives a performance rating of "Needs Improvement," the employee shall be subject to a professional development plan. The evaluator, in consultation with the employee, and taking into account the employee's ongoing professional responsibilities, including his or her regular teaching assignments, shall create the professional development plan. The professional growth plan shall be developed within 30 school days of the receipt of the "Needs Improvement" rating by the teacher and shall include:
1. An initial meeting to discuss the employee's performance issues as indicated from deficiencies noted in his/her evaluation.
 2. A second meeting to finalize the professional growth plan.
- The teacher receiving a "Needs Improvement" rating shall remain with that rating until the teacher attain a higher rating. If the teacher has corrected the performance areas and receives a subsequent rating of "Proficient" or "Excellent", he or she is returned to the regular evaluation cycle.
- F. In the event that a tenured employee receives a performance rating of "Unsatisfactory," the employee shall be subject to a remediation plan in accordance with 105 ILCS 5/24A-(2)(i).
- G. The evaluation plan may be changed in accordance with the Illinois School Code 105 ILCS 5/24A-4 and state regulations. Such changes, if any, shall be developed in cooperation with the Association. The Association will appoint a committee of five (5) members to meet with

five (5) District administrators to cooperate in the development of any changes to the District's evaluation plan. The parties will mutually agree on the date/time for committee meetings. Until such time, the certified employee evaluation instrument in effect during the current Agreement shall continue to be used.

H. Exclusive Evaluation Instrument.

Only those instruments and procedures which have been negotiated to the satisfaction of the LeRoy Education Association and the Board of Education will be used in the evaluation or remediation of Employees in this school district.

8.2 Non-Certified Employees.

Right to Representation.

All employees shall have the right to have association representation present at any evaluation conference.

A. Each employee shall be given a copy of procedures and instruments to be used in evaluations and be advised as to whom will observe and evaluate the employee during a pre-conference within ten (10) working days but not less than two (2) working days prior to the observation date.

B. Conducting Evaluations.

1. Non-Probationary ESP's shall be given a minimum of one written evaluation to be conducted biannually.

2. Probationary ESP's shall be given a minimum of one written evaluation per work year. The probationary period is defined as one working year.

3. Post-Evaluation Conference.

All evaluations shall be written and given to the employee within ten (10) workdays after the final observation. The employee and administrator shall meet to discuss the evaluation within ten (10) workdays thereafter. The employee shall sign the evaluation and be given a copy by the evaluator. In no case shall the employee's signature be construed to mean that he/she agrees with the contents of the evaluation but only that the evaluation has been discussed.

4. Right to Respond.

An employee may submit a written response to his/her evaluation and have that response attached to the file copy of the evaluation. All written evaluations and the attached employee's comments are to be placed in the employee's personnel file. The immediate administrator will sign the employee's response acknowledging receipt of the material and give the employee a signed copy.

5. Appeal to Superintendent.

The employee may request an evaluation by the superintendent only after an

evaluation has been completed by his or her immediate administrator.

6. Recommendations.

If an administrator believes an employee is doing unsatisfactory work, the administrator shall state the reason(s) in specific terms, specific steps the employee must undertake to improve, and will outline guidelines, if needed.

C. Copy of Evaluation.

The employee shall be given a copy of the evaluation after the follow-up conference.

D. Exclusive Evaluation Instrument.

Only those instruments and procedures which have been negotiated to the satisfaction of the LeRoy Education Association and the Board of Education will be used in the evaluation or remediation of Employees in this school district.

**ARTICLE IX
COMPENSATION AND FRINGE BENEFITS**

9.1-T Teacher Salary Schedule (Teachers Only).

A. Salary Schedule.

The salary schedule shall be set forth under Appendix A. Salaries and benefits shall be adjusted to reflect the percentage of time employed. This section is for certified teaching personnel who are employed less than full time.

B. Teaching Credit.

Credit for all teaching experience outside the LeRoy Unit District No. 2 shall be given on the salary schedule up to six (6) years. Credit for years experience and placement on the salary schedule for teaching experience beyond six (6) years shall be determined by the board of education. In determining the amount of teaching experience, either within or outside the district, less than 1/2 year of experience will be given no credit while 1/2 year or more will be considered a full year.

Anyone employed prior to ratification of the 1991-1992 contract will receive full credit for years of experience.

C. Pay Days.

The salary pay dates shall be the 30th of the preceding month and the 15th of the current month. When the pay dates fall on a weekend or legal school holiday, the salary pay date shall be the nearest district office workday prior to the 30th or the 15th days of the month. Payroll shall be received through direct deposit/electronic transfer

D. Military Service.

Full salary schedule credit for military service shall be awarded any teacher whose teaching career is interrupted by said service.

E. College Credit.

1. A committee consisting of equal representation from the Board and LEA will be formed to allow continued discussion of policies and procedures associated with the new salary language and tuition credit dispersal.
 - a. It is understood that the total money, multipliers and percentages designed within the salary schedule cannot be altered. The process of distributing credits, shall be reviewed in order to most appropriately serve the interest of our district.
 - b. Meetings will be held at the discretion of the committee. In the event there is a significant concern, the LEA and Board reserve the right to request additional meetings to review the process.
 - c. Each party will establish their representation for this purpose.
2. The committee will disperse tuition credits in the form of a lottery.
3. In order to be entered into the appropriate tuition credit lottery, teachers must follow the application deadlines for approval.
 - a. Fall and summer semester credit requests must be submitted using the electronic form provided by the district office. The district office must receive the electronic submission no later than April 1st.
 - b. Spring semester credit requests must be submitted using the electronic form provided by the district office. The district office must receive the electronic submission no later than November 1st.
 - c. Request deadlines can be extended per individual basis as approved by the Superintendent.
4. If a teacher is pursuing a master's degree, the total number of intended credits to be used during the next contract year (fall, spring, summer) must be electronically submitted to the to the district office no later than April 1st of the current contract year. Only credits that allow a lane change will be counted against the credit allotment.
 - a. If a teacher starts a master's degree in the middle of a year, they will submit for their initial credits following the deadlines in number 3. Once enrolled, they will follow the deadline set forth by number 4.
5. Tuition Dispersion:
 - a. Lottery #1: Teachers enrolled in an approved first master's program. (Note:

This includes individuals on both the left-side traditional salary schedule and those on the right-side salary schedule).

- b. Lottery #2: Teachers on the left-side traditional salary schedule enrolled in an approved non-degree seeking graduate class. This lottery will be held on a per class basis.
 - c. Lottery #3: Teachers on the right-side salary schedule enrolled in an approved graduate class. This lottery will be held on a per class basis.
6. Teachers in lotteries 2 and 3 will only be awarded one class at a time. Those who wish to take more than one approved class per semester will have the opportunity to be selected for additional classes once each teacher in lottery 2 and 3 have had their first opportunity. This is only valid if there are credits left over after all teachers in lotteries 2 and 3 have been granted the opportunity to take one approved course.
7. The lotteries will be held on the 15th of April (fall and summer tuition credits), and November (spring tuition credits). When the lottery falls on a school non-attendance day, the lottery shall be held on the nearest school day to the 15th.
8. The lottery will always start with group one (as described in 5a) and work down to group three (as described in 5c).
9. Tuition credits that are given to teachers who are making a lane change (ex: BS to BS+8) will count as four credits used against the bank.
10. Tuition Waiting List:
 - a. Teachers who are in the tuition credit lottery for an approved graduate course, but are denied due to insufficient funds/credits will automatically be placed at the top of the lottery category for which they qualify.
11. Unused credits can be carried over year-to-year, with the bank of credits to never exceed a total of 80.
12. Any employee granted tuition credits must successfully complete the course for which the credits were given. Failure to do so will result in exclusion from the lottery the following year.
 - a. A grade of at least a "B" must be earned.
 - b. All credits must be approved graduate level courses.
 - c. An official transcript must be submitted before salary credit will be given.

- d. The Superintendent may approve exceptions to the procedures as long as the intent of the policy has been followed.
13. The following courses/programs are approved by the Board:
 - a. Courses taught on LeRoy's campus
 - b. Online Degrees:
 - Illinois Benedictine's Literacy Program
 - Concordia University's Literacy Program
 - c. On-Campus MS Degrees:
 - Teacher Leadership
 - Content Area
 - Curriculum and Instruction
 - Curriculum and Technology
 - Special Education
 - Reading
 - Principalship
 - d. All other programs must be presented to the Board for approval at a regularly scheduled board meeting.
14. Teachers who are on the traditional side of the salary schedule and earn their first master's degree will receive a bump to their salary. This will be calculated as a bump of $10\% \times$ the total number of credits earned, not to exceed 5%.
 - a. If the master's degree is awarded in January, the bump will be from the base salary of that contract year. A degree awarded in May, will be the base salary of the next contract year.
 - b. Example 1: A teacher in the BS + 0 column in a 32 credit hour master's program, will receive $10\% \times 32$ credit hours. The teacher would receive a 3.2% of the base salary bump to their salary.
 - c. Example 2: A teacher in the BS + 16 column in a 32 credit hour master's program, will receive $10\% \times 48$ credit hours (16 non-degree seeking credits + 32 master's degree credits). The teacher would receive a 4.8% of the base salary bump to their salary.
 - d. Example 3: A teacher in the BS + 24 column in a 32 credit hour master's program, will receive $10\% \times 56$ (24 non-degree seeking credits + 32 master's degree credits). This results in 5.6%. However, the teacher would only get a 5% of the base salary bump to their salary per number 14 of the MOU.

15. For those advancing on the schedule as a result of additional college training, credit will be given for September payroll if successfully completed and transcripts are received in the district office by September 1st. Credit will be given for March payroll if successfully completed and transcripts are received in the district office by February 1st.
16. Reimbursement for teaching a course:
 - a. For teachers asked to teach a course offered within the district, there are two options for reimbursement.
 1. Receive a stipend
 2. Receive the tuition credits
 - b. If they choose to take the tuition credits, those credits will count against the yearly tuition credit allotment. They will not be entered into the lottery. These dollars will be added to salary in the same manner as the staff enrolled in the course.
17. No employee shall, through advance coursework, exceed the 6% gap (or the cap determined by the legislature within the term of this contract in their final 4 years.

Sample Calculations:
Awarding of MS

Example of Mid-Year Award

- SY16-17 Salary \$50,000
- 30 hours MS
- 30 X 10% x SY16-17 Base (\$36,000)
- MS Bump \$1,080
- MS Off Base = \$51,080
- For SY17-18 \$51,080 X 103% = \$52,612.40

Example of Mid-Year Award

- SY16-17 Salary \$50,000
- SY17-18 Step \$51,150
- 30 hours MS
- 30 x 10% x SY17-18 Base (\$36,750)
- MS Bump \$1,102.50
- MS Off Base = \$52,250.50 for SY17-18

End of year correction for allotment of hours

Allotted Hours for Fiscal Year 16: 67 hours at \$176.00 per hour for \$11,792
 Carry over of unused hours from Fiscal Year 15: 12
Total Available Hours for FY16: 79 at \$176 per hour for \$13,904
 Actual Award for FY16: \$17,578 (calculated in September 2016)

Actual Award – Total Award = \$3,674 or 20.875 (hours as excess hours)
Total Available Hours – Excess Hours = 58.125 hours, if this number is less than the number of hours allotted for the given fiscal year, then there are no hours to carry over to the next fiscal year. If this number is greater than the number of hours allotted for the given fiscal year, then that is the number of hours available to carry over to the next fiscal year (not to exceed 80 as listed in #11 above).

- Allotted Hours: The hours allowed for continuing education as a part of the CBA.
- Excess Hours: The balance of allotted hours that were not used from the previous years.
- Available Hours: The balance of total hours (allotted plus excess) less the cost of MS awards on a per hour basis. Available Hours can't be less than Allotted Hours.

F. Pre-Determined Number of Payments.

Each year, each individual shall have the right to choose eighteen (18) payments (September through May) or twenty-four (24) payments (September through August) salary distribution. The annual insurance premium, if it applies, shall be divided by eighteen (18) or twenty-four (24) respectively based upon the individual's choice of salary payment. The teachers' share of their retirement monies shall be made in eighteen (18) or twenty (20) payroll deductions respectively. Credit union and annuity deductions will be determined by the employee on a form filed with the unit office. The unit office shall issue a form for employees to indicate their options for the above which must be returned no later than ten (10) days after issued. The union dues shall be divided by sixteen (16) or twenty (20) withholdings respectively based upon the individual's choice of salary payments.

G. Non-Voluntary Positions.

Non-voluntary positions outside of the regular school year, as set forth under Appendix C., shall be paid when the position is deemed necessary by the board.

H. Internal Substitution.

Any teacher requested to substitute for another teacher during their preparation period shall be paid at the rate of \$15.00 per period.

9.2-T Teacher Extra Duty Pay (Teachers Only).

A. Extra Duty Schedule.

The extra duty pay schedule shall be set forth in Appendix B. When two or more sponsors share an extra curricular position the two sponsors will meet with the appropriate building principal and the superintendent in order to discuss and agree to a fair dividing of the pay.

B. Method of Payment for Extra Duty.

Each year at the discretion of the teacher, pay for all of their extra-curricular activities shall be:

1. Integrated into Regular Salary.
Added to the teacher's regular salary and shall be included as part of the teacher's total regular salary or

2. Distributed 50-50.
Shall be distributed per activity with the 50% payment when the activity is 50% completed and the remaining 50% when the activity has been fully completed or 100% when fully completed. Commencement of the activity shall be the first day of school for non-athletic activities and the first day of practice for athletic activities. The ending day for non-athletic activities will be when those duties have been completed but no later than the last day of school. The ending day for athletic activities will be when the final contest has been completed. These disbursements will be made included in the employee's regular paycheck. Individuals accepting extra curricular positions after September 15 of each year shall for that year be paid under option 2. These separate payments will be made on the regular payroll date that succeed the 50% completion or full completion of the activity. All individuals choosing option 2 will be paid in full no later than the May payroll date upon which all activities will be deemed completed for payment purposes. The Unit Office shall issue a form for employees to indicate their choice which must be returned no later than ten (10) days after issued. This form shall list the pay dates for the 50/50 payments.

Pay for ticket sellers and chaperoning a bus shall be included in the employee's regular paycheck in January and April.

- C. Extra-Duty Positions – Board Option.
The existence of any extra duty position is at the option of the board at any time.

- D. Bus Chaperoning.
Extra duty pay for chaperoning a bus shall be \$25.00 per event. When volunteers for ticket sellers are not available, the Board shall pay certificated personnel \$15.00 per event.

- E. Independent Study.
No teacher shall be required to accept independent study.

- F. Saturday Detention.
Extra Duty pay for Jr.-Sr. High Saturday morning detention hall shall be twenty (\$20) dollars per hour (\$60 per 3 hour session) for the duration of this contract.

9.3-T Teacher Retirement Incentives (Teachers Only).

- A. Option A. 2018 LEGISLATIVE CHANGE TO A CAP OF 3%. THIS MUST BE A SUBJECT OF BARGAINING AT THE CONCLUSION OF THIS CONTRACT.
1. Incentive.
A teacher, upon informing the board of education of his/her intention to retire, shall receive one thousand (\$1,000.00) dollars per year, above the salary schedule for a period not to exceed four (4) years.
 2. Eligibility.
To be eligible the teacher must:
 - a. Years. Have taught at least fifteen (15) years in the LeRoy School District, prior to submitting a letter of resignation to the Board of Education;
 - b. Letter. Send a letter of resignation to the Board of Education by June 1st of the first year of the four year cycle;*
 - c. TRS. Be eligible for Teacher Retirement System benefits upon the date of retirement.
 - d. TRS. A teacher who participates in the Early Retirement Option offered by the TRS is not eligible for option A.
- B. Option B.
1. Incentive.
A teacher, who upon informing the board of education of his/her intention to retire, shall receive two thousand (\$2,000.00) dollars per year, above the salary schedule for a period not to exceed two (2) years.
 2. Eligibility.
To be eligible the teacher must:
 - a. Years. Have taught at least (18) eighteen years in the LeRoy School District, prior to submitting a letter of resignation to the Board of Education;
 - b. Letter. Send a letter of resignation to the Board of Education by June 1st of the first year of the two year cycle;*
 - c. TRS. Be eligible for Teacher Retirement System benefits upon the date of retirement.
 - d. TRS. A teacher who participates in the Early Retirement Option offered by the TRS is not eligible for Option B.
- C. Board Right to Other Retirement Incentives.
Regardless of the option chosen, the Board of Education retains the right to offer other retirement incentives at any attained age.
- D. Six (6) Percent Limitation.

Once the employee submits an irrevocable notice of retirement, in no case will the employee's TRS creditable earnings increase, exceed six (6) percent of the previous year.

9.4-T Teacher Professional Development for Certificate Renewal (Teachers Only).

The district is willing to maximize the ability for certificated staff to earn continuing Professional Development Units (CPDU) through in-service and professional development activities to minimize employee expense.

9.5-T Teacher Tuition Waivers (Teachers Only).

A. Procedures.

The following procedures shall apply when Illinois State University (ISU) allocates graduate tuition waivers as a means of rewarding teachers and supervisors who work with ISU students in educational clinical experience other than student teaching.

1. Enrollment Requirement.

The individual utilizing the tuition waiver must be accepted into Illinois State University as a graduate level student or enrolled as a "student-at-large".

2. Pre-Enrollment Request.

All requests for tuition waivers for classes that receive compensation on salary schedule must be made to the superintendent and include the following information:

- a. Course. Course title and description
- b. Hours. Number of hours of each course
- c. Time Frame. Semester you plan to enroll in course

3. Non-Salary Schedule Course.

No approval will be necessary if the teacher who has earned the waiver(s) is not applying the course toward advancement on the salary schedule. Verification of registration/enrollment must be provided by the end of the semester.

4. Waiver Per Student Teacher.

Teachers who request waivers that are included on the ISU roster of supervisors for the previous school year, shall receive one (1) semester credit hour waiver for each ISU student assigned to said teacher.

5. Time Limit.

All tuition waivers must be utilized by the teacher who was provided the tuition waiver within twelve (12) months of when they are earned.. All unused tuition waivers will be returned to the superintendent.

- B. Assignment of Waivers.
The decision of the superintendent on assigning tuition waivers shall be final.
- C. Other Universities.
If any other university offers same, the above procedures will apply.

9.6-E ESP Pay Periods (ESP Only).

- A. Pay Periods.
The employee shall be paid twice a month on the 15th and 30th day of each month. If a regular pay date falls on a day when the schools are not open for business, then the Employee shall receive pay on the last workday preceding the scheduled pay date. Employees will choose to be paid all wages during their regular work year or over twelve months (July 1 through June 30). Payroll shall be received through direct deposit/electronic transfer.
- B. Time Sheet Periods.
Time sheets are due on the 5th and 20th of each month. Paycheck of the 15th will cover work completed from 21st thru 5th. Paycheck of the 30th will cover work completed from the 6th thru the 20th.

9.7-E ESP Wages (ESPs Only).

- A. Salary Schedule.
Credit for all related experience outside the LeRoy Unit District No. 2 shall be given on the salary schedule up to six (6) years. A maximum of five (5) year's credit for military service will be allowed for salary schedule placement. Credit for years of experience and placement on the salary schedule for related experience beyond six (6) years shall be determined by the board of education. In determining the amount of related experience, either within or outside the district, less than 1/2 year of experience will be given no credit while 1/2 year or more will be considered a full year. Full salary schedule credit for military service shall be awarded for any employee whose career is interrupted by said service.
- B. Temporary Duties.
Any employee who temporarily assumes the duties of another employee will be paid the regular rate for those duties, but in no event will an employee's pay rate be reduced as the result of any temporary change in duties. Temporary for the purpose of this section shall mean more than one-half of employee's daily shift. After 30 consecutive work days, the employee shall receive all contractual benefits afforded the employee temporarily off-duty, for as long as he or she works in the temporary work assignment.
- C. Special Trip Pay for Coaches/Sponsors of School Activities.
Any coach or sponsor driving for the activity shall be paid for drive time at the special trip hourly rate with a minimum of one (1) hour (any trip less than one (1) hour will still be paid at the one (1) hour rate)) to a maximum of four (4) hours.

9.8-E ESP Employee Retirement (ESPs Only).

To recognize the contributions and service of employees, the board shall pay eligible employee the sums designated herein. The sums to be paid and the eligibility requirements are as follows:

A. Option A.

If an employee has been employed for a total of fifteen (15) years, and worked at least twenty-five (25) hours per week for eleven (11) months or more during the fiscal year, he or she shall be paid the sum of \$450.00 in the last year of employment in addition to the regular rate of pay.

B. Option B.

An employee who has been employed a total of twenty (20) years in the district with the same requirements stated in A above shall be paid an additional \$400.00 per year in each of the last two (2) year of employment.

C. Option C.

An employee who has been employed a total of fifteen (15) years in the district and worked nine (9) or ten (10) months in the fiscal year for fifteen (15) hours or more per work week shall be paid \$300.00 in the last year of employment in addition to the regular rate of pay. A nine (9) to ten (10) month employee with the same work requirement who has twenty (20) years of service in the district shall be paid an additional \$250.00 in each of the last two years of employment

In each instance the employee must give to the board a letter of resignation to be effective on the last date of employment, and thus letter must be submitted by June 1 of the year in which the employee expects the retirement stipend to be in his or her pay. The stipend shall be paid over the remaining period of employment as part of the regular paycheck. The June letter of resignation requirement will be extended to 90 days following ratification and distribution of the contract.

D. Regardless of the option chosen, the Board of Education retains the right to offer other retirement incentives at any attained age.

9.9-E ESP Paid Holidays (ESPs Only).

No reduction has been made to time or compensation of any school employee on account of any legal or special holiday. See attached "work year" addendum.

9.10-EESP Overtime (ESPs Only).

A. Regular Overtime.

All work over and above forty (40) hours work week shall be compensated at the rate of one and one-half (1½) times the normal rate of pay. Employees working overtime will be entitled to an additional fifteen (15) minute paid relief time for every two (2) hours

worked. All paid time shall apply in the accounting for overtime hours. An employee may elect to accrue and subsequently use compensatory time in lieu of overtime. If the employee chooses to use compensatory time in lieu of overtime, he/she will give the supervisor five (5) days prior written notice of the date of intended comp time. The compensatory time may be denied for the time period designated by the employee if a substitute cannot be retained. The comp time may be taken at a different date under the guideline outlined herein. In the event an ESP works in more than one position with different rates of pay, overtime will be calculated as per the following example (weighted average method):

Example

An ESP works 25 hours at \$8.00 per hour, and 20 hours at \$11.50 per hour.

$$\begin{array}{rcl}
 25 \times \$8.00 & = & \$200.00 \\
 20 \times \$11.50 & = & \underline{\$230.00} \\
 45 \text{ hours} & = & \$430.00
 \end{array}$$

The rate at which overtime will be paid at time and one half would be \$430.00 divided by 45 hours equals \$9.56 per hour. The premium portion (overtime) for the five (5) hours above forty (40) hours would be 5 hours x \$9.56 x .5 equals \$23.90. Total pay for the 45 hours would be:

$$\begin{array}{rcl}
 45 \text{ hours at straight time} & = & \$430.00 \\
 5 \text{ hours at premium} & = & \underline{\$ 23.90} \\
 & & \$453.90
 \end{array}$$

B. Holidays And Weekend Work & Overtime Procedures.

When an employee is required to work on weekends (not part of the standard work week), or hours outside the normal work week, including holidays, because of (by example and not limited to) a school event, an emergency, or an outside group event, the assignment shall be offered on the basis of seniority starting with the most senior. During the work year beginning July 1, these work assignments shall be offered initially on a seniority basis within the category of employees who are the appropriate persons to perform this work assignment. Once the assignment is accepted, or assigned to the least senior member (if the more senior members of the group turn down the assignment), the rotation is established within the group for the remainder of the school or fiscal year. After the initial acceptance or assignment, the extra work assignments will then be offered (or assigned) on the rotation as established. If the more senior member has declined the assignment, he or she shall not then be offered (or assigned) a work assignment until his or her name comes up again in the rotation. Persons in the established rotation may continue to decline work until all of the other persons in the rotation have declined the assignment; and, at this point, he or she can be assigned the work regardless of his or her seniority. In this manner all of the persons in the rotation will have worked an assignment before the rotation begins anew.

C. Call-Back Work.

Call-back work will be compensated at the employee's normal rate of pay unless such call-back exceeds overtime requirements in which case the employee shall be compensated at the overtime rate of pay. All call-back work will be credited at the minimum of two (2) hours.

D. Day/Night Shift Assignment.

An employee shall not be assigned a contiguous night shift and a day shift as part of a regular work week except when a work assignment is accepted or assigned pursuant to procedure established under Section 9.11-E.B above.

E. Bus Drivers Hours and Overtime.

1. Runs-to-Hours Equivalency.

Drivers who make two runs a day will be paid and credited at the scheduled rate of pay for 3 hours a day. Drivers who make one run a day will be paid and credited at the scheduled rate of pay for 1.5 hours a day. A run is defined as a pick-up of students at their residence (or agreed pick-up point) and delivering them to school or delivering the students back to their residence (or pick-up point). Drivers are to make their safety checks, reports and related duties within the time allotted.

2. Rate of Pay, Other Assigned Duties Interrupted.

When driving a bus, persons performing other duties for the district will be paid the bus driver's hourly rate of pay as reflected by the driver's salary schedule (Appendix D). If a 40-hour employee is required to take an extra-duty trip during his/her regular working hours, he/she will be paid the higher wage of the two assigned duties. If a driver works over more than 40 hours per week, their rate of pay for the overtime shall be calculated as described in Section 9.11-E.A herein.

3. Extra Trips.

For extra trips (athletic contests, concerts, field trips, etc.), the drivers shall be paid at the rate in the ESP schedule (Appendix D) for driving and all layover time. Drivers will be paid minimally one (1) hours pay at the extra trip rate for each extra trip, even if the trip is cancelled. To receive the cancellation pay, the driver must report to work. Extra trip drivers will be paid for 30 minutes in addition to the trip time for pre-trip inspection and clean up. If an overnight stay is required, the hourly pay begins when pre-trip inspection starts and stops when the post-trip inspection has been completed. Lodging will be paid if an overnight stay is required. A meal expense of \$7.00 per meal shall be allowed upon submission of a receipt for meals.

4. Extra Trip Assignment Procedure.

Assignments for extra trips shall be set up on a rotational basis as described in Section 9.11-E.B herein, except the property services director and supervisor of fleet and grounds shall not be considered in the rotation for extra trips. If overtime hours are accrued by driving an extra trip, the overtime pay shall be calculated as provided in Section 9.11-E.A herein.

9.11-EESP Compensation and Fringe Benefits – Other (ESPs Only).

- A. Workday for Crossing Guards, Student Safety Supervisor.
The workday shall consist of minimally forty-five (45) minutes for each shift unless it is incorporated with another work assignment.
- B. Calling Substitutes.
Employees, except for the Supervisor of Fleet and Grounds and Property Services Director shall not be required to call substitute employees except during regular work hours, or when the immediate Supervisor is unavailable.
- C. Medications.
Under no circumstances shall employees, except trained nurses, be required to administer medication to students.
- D. Tuition.
The Board shall pay the cost of:
 - 1. Training Courses at Employers Request.
Training courses or seminars the Board/Administration request the Employee to attend. The Board shall also pay for training courses or classes if said courses or classes will assist the Employee in his/her category of employment with the District (e.g. Health Department Certification for cooks and are approved in advance by the Superintendent; and
 - 2. Mileage.
Mileage will be paid at the rate specified herein.
- E. Tools, Equipment, Supplies.
The District will supply such tools, equipment and supplies that are necessary to perform duties assigned.

9.12-A Payroll Deductions (All Members).

- A. Deductions – Authorization.
Dues for membership in an organization may be handled by payroll deduction. Only those deductions authorized by the individual employee prior to October 1st of each year are applicable. The association shall hold harmless the board for any liability arising out of this provision.
- B. Credit Unit Participation, Limits to Change.
Employees will be allowed to utilize payroll deductions to participate in a Credit Union. Payroll deductions may be changed only on the first of the following months: October, January, March, and June. Payroll deductions shall be set in uniform monthly deductions.

C. Annuities.

Employees will be allowed to utilize payroll deduction to participate in board approved annuity programs.

9.13-A Physical Examination (All Members).

The board shall pay for the cost of a physical exam, and/or drug test, over and above any amount that is paid by the insurance carrier for those employees where the physical exam is required by his/her job description, by statute, or is requested or required by the employer.

9.14-A Health/Hospitalization Insurance (All Members).

A. Board Participation.

The board shall participate in a health/hospitalization plan for full-time personnel (for insurance purposes "full-time" is thirty (30) hours per week or more). For a qualifying employee who chooses to participate in the district's group health insurance program the board will pay up to ***(see insurance attachment)** toward health/ hospitalization insurance. In the event of a premium increase/decrease, the board/employee will share any increase/decrease on a 50-50 basis, regardless of the plan selected (ex. If the current single premium of \$2,352 increases to \$2,500, the difference is \$148. The board will contribute \$74 and the employee, \$74).

Wellness Benefit.

The board shall provide benefit eligible employees and their immediate family members, the opportunity to participate in the District's corporate membership at the local health club, Replex, at no cost to the employee, with the hope and intent of improving the health and wellness of our employees. Participating employees are responsible for complying with all rules and regulations of Replex and will assure that family members who participate shall also comply therewith.

The employee agrees to following the rules and regulations of the Internal Revenue Code and shall be solely responsible for any income tax, penalty or financial contribution due by reason of the receipt of the wellness benefit provided above.

The board shall not be responsible for the failure of the above plan to meet the writing, enforceability, etc., as determined by the Internal Revenue Code. Should any of the above be declared improper by the Internal Revenue Code ruling or opinion, that clause or portion thereof shall be deleted from this agreement to the extent it violates the ruling or opinion. Should Replex cease doing business, this paragraph shall be deleted from this agreement.

B. Life Insurance.

The Board shall provide ten thousand dollars (\$10,000) term life insurance for all employees who qualify for health insurance.

- C. Personal Property Insurance.
To the extent the employee is using his or her personal property with the permission of the supervisor to carry out his or her job responsibilities, the board shall provide insurance coverage for theft or casualty loss to the same extent coverage is afforded for theft or casualty loss for district personal property.
- D. Insurance after Retirement.
Employees with eight (8) years of service to the district, shall be eligible to remain a member of the district insurance program after retirement. The employee must assume the cost for any coverage retained at the time of retirement. Payment must be paid by the first of each month. Employees who become eligible for Medicare shall only be eligible for supplemental Medicare if it is available through the district plan.
- E. Insurance Committee.
A committee of certified staff and non-certified staff, administrators, and board members mutually selected by the superintendent and LEA president shall recommend to the board of education the carrier, terms and specifications of coverages, and how often the carrier may be changed. The carrier shall be subject to board approval. This committee will begin meeting during the month of February.
- F. Eligibility – Employees on Leave.
Any employee on leave of absence shall be accorded the same insurance benefits to which the employee would be entitled were the employee regularly employed. However, the employee would pay the total cost of such coverage while on leave, except a six (6) week maternity leave.
- G. Section 125 Plan.
The board shall provide at no cost to employees, a Section 125 plan according to the authority granted under Section 125 of the Internal Revenue Code. Employees who elect to shelter monies may do so by completing the appropriate election form provided by the district.

The employee agrees to follow the rules and regulations of the Internal Revenue Code regarding the sheltering of such contributions. The board shall not be responsible for the failure of the above plan to meet the writing, enforceability, etc., as determined by the Internal Revenue Code. Should any of the above be declared improper by the Internal Revenue Code ruling or opinion, that clause or portion thereof shall be deleted from this agreement to the extent it violates the ruling or opinion. Any employee's financial liability because of any of the above shall be borne by the individual employee.
- H. Legislation.
Should legislation affecting health care be instituted during the duration of this agreement which impacts on this Article, either party may request this section be re-opened for negotiation.

I. Insurance Re-Opener.

During the course of the existing school year, the Association may file a demand to bargain for the purpose of changing the insurance carrier, insurance plan, or other related changes to employee insurance.

The Board is not obligated in any way to contribute more money towards employee insurance than it is currently paying in that year of the contract.

9.15 Payroll and Related Information.

The board shall provide, no less than once per month, contract-related information for each employee which includes, but is not limited to, overtime hours and pay (separated from regular pay), hours and pay for meetings outside the school day (e.g. LEEP and LIFT meetings), dock time accumulated, compensatory time accumulated, and extra-duty pay; and the number of personal, professional, and sick days used and remaining.

9.16 Docked Days

Definition:

A docked day is an unpaid absence by an employee, after the employee has exhausted all personal leave and no other leave applies (including, but not limited to, Unpaid Leave [per 11.10 of the Collective Bargaining Agreement], Vacation, FMLA, Bereavement Leave, and Sick Leave Bank). A docked day may be granted to an employee at the discretion of the administration. If a docked day is denied, the administration will provide written documentation listing the reasons for denial, and the decision shall not be subject to the grievance procedure. An employee seeking to use a docked day shall make a written request to the administration at least 3 work days prior to the docked day(s); unless an emergency prevents such notice.

In the event of a special circumstance (example: destination wedding, special trip/vacation, once in a lifetime events) the request for the use of a docked day must be made at least 30 days prior to the anticipated absence and must be made in writing on the approved form. The first docked day granted hereunder per work year shall result in the loss of pay to the employee based upon a fraction of the employee's regular hourly rate of pay or per diem rate of pay. Employees may substitute sick days for the balance of the other docked days if they have them available. Docked days resulting from special circumstances where sick days are substituted will also require the employee to reimburse the district of the cost of a substitute if one is hired.

Use of docked days that are not approved by the administration will result in discipline, which may include termination.

**ARTICLE X
WORKING CONDITIONS, EMERGENCY SCHOOL CLOSINGS,
AND JOB DESCRIPTIONS**

10.1 Working Conditions.

A. Safety (All Members).

1. Unsafe Conditions.

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety. If the employee becomes aware of a potentially unsafe or hazardous condition, the employee should report this situation to his/her immediately involved supervisor who shall promptly investigate. If the administration determines that an unsafe or hazardous condition exists, the employee exposed to a condition that reasonably does or could endanger life, safety or welfare, shall not be required to work. The district will make every reasonable effort to assign the employee work in a safe environment if time is lost due to the above.

2. Out of Doors.

Every effort will be made to make certain that employees will not be required to work when extreme temperatures are present unless specifically necessary to maintain the safety of the students and/or the schools.

3. First Aid.

The employer shall provide each building and vehicle with first aid kits and accessories appropriate to the work place.

4. Hepatitis B.

The employer or its medical plan shall provide, with no co-pay or deductible, hepatitis B vaccine injections and flu injections for all employees, at the direction of the employer.

5. Insecticides or Poisons.

If insecticides or poisons are used, the employer shall notify employees of the names of the chemicals that will be used at least one week in advance of their use. The employer shall apply them only at times when employees and students are not present, allowing for sufficient time for toxic effects to wear off before humans re-enter the affected area(s).

6. Equipment and Supplies.

The employer shall provide all equipment and supplies necessary for an employee to safely perform his/her job and what equipment and supplies will be supplied will be in the sole discretion of the employer.

7. MSDS.
The employer shall maintain the Material Safety Data Sheet (MSDS) for each product used in the district and keep them readily available to all employees. The employer shall notify all employees at least annually of the location of the MSDS reports. The MSDS reports shall be kept up to date and include a report on all suspected health hazards and toxic substances.
8. Training.
The employer shall provide training on the safe use of all products, procedures, and equipment used & implemented during work hours to all employees expected to use such. All non-certified employees will be required to participate in two training sessions per year related to state mandated training, CPR/AED, or general safety. These trainings will coincide with certified staff professional development days or institute days. Sessions should not exceed 3 hours.

B. Control And Discipline Of Students (All Members).

1. Employer Support.
The employer shall support employees with respect to the control and discipline of students in the employees' assigned work area. The employee shall immediately report any student misconduct to his/her supervisor. The employer shall reasonably enforce the discipline code contained in the Student Handbook to support employees. "Employees may," as indicated in Article 24-24 of *The School Code of Illinois*, "use reasonable force as needed to maintain safety for the other students, school personnel or persons, or for the purpose of self-defense or for the defense of property. . . ."
2. Attendance at Student Disciplinary Proceedings.
Any employee whose presence is necessary to attend a student hearing shall cooperate with the administration with respect to student discipline, and if the employee's presence is required in the discipline process during the work day, he/she be released from duty with no loss of pay or benefits. If the employee's presence is required in the discipline process during non-work hours the employee shall receive his/her regular rate of pay.

C. Travel Expense Reimbursements (All Members).

The board agrees to reimburse employees for mileage when using his or her personal vehicle, with permission of the supervisor, at the IRS rate in effect at the beginning of the fiscal year.

D. ESP Bus/Car/Van Drivers Associated Expenses (ESPs Only).

The board shall pay the following expenses for drivers:

1. Physicals.
Bus physicals and drug testing.

2. Refresher Courses.
Attendance at the eight (8) and two (2) hour schooling, refresher courses and all other courses required by the District or law shall be paid at the regular rate of pay.
 3. CDL, Bus Permits.
The fee for a commercial drivers license, bus permit and renewals.
 4. Mileage Reimbursement.
Mileage reimbursement if a privately owned vehicle is used to attend training or in-service.
 5. Rate of Pay for Training and Travel.
Training and travel time shall be paid at the regular rate.
 6. Meal Reimbursement.
Meals will be paid for by the district on trips of four (4) hours or more. Meal expense will not exceed \$7.00.
 7. Bus Care.
Drivers are to clean the interior of the bus following all extra trips. The pay for this cleaning shall be at the extra trip rate.
 8. Reimbursement for Expenses.
If an expense is turned in less than five (5) work days prior to the next pay period, the reimbursement shall be made on the same date as the payment is made for the following employment period.
- E. ESP Building/Boiler Checks (ESPs Only).
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.
- F. ESP Mileage Rate (ESPs Only).
The board agrees to reimburse employees for mileage when using his or her personal vehicle, with permission of the supervisor, at the IRS rate in effect at the beginning of the fiscal year.
- G. ESP Food Service Sanitation Certification (ESPs Only).
1. Certification Acquisition Reimbursement.
Cooks and cafeteria workers required to possess food sanitation certificates shall be reimbursed the cost of the registration fee and any required textbooks costs. Time in attendance at training will be paid at the employee's regular hourly rate.
 2. Reimbursement Return.
If the employee voluntarily leaves the district within twelve (12) months of the reimbursement date, the employee shall pay back to the employer seventy-five per

cent (75%) of the reimbursement payment, and fifty per cent (50%) of the payment if the employee voluntarily leaves within twenty-four (24) months of the resignation date.

H. ESP Lunches (ESPs Only).

For the convenience of the employer, employees who are assigned to the cafeteria or account for lunch monies and lunch tickets shall receive school lunches free of charge.

I. ESP Building Use on A Non-Attendance Day (ESPs Only).

1. Compensation for Work on Non-Attendance Days.

When it is determined by the administration that an employee is to be present for a building activity outside normal school hours and at a time not within normal employment hour, the employer shall reimburse the employee as provided in this agreement. Additional work created by not having an employee present will be in addition to the regular schedule of such affected employee(s).

2. Compensation for Work Resulting from Activities Beyond School Day.

If additional work is assigned by a supervisor as the result of building use outside of normal school hours and normal employment hours, the additional work will be in addition to the regular schedule of the affected employee(s).

10.2 Emergency School Closing (All Members).

A. Notification.

When a weather emergency confronts the schools, notifications of the closing of schools will be released for broadcast over WCIA TV, WEEK-TV, WHOI TV, WJBC, WBNQ, and any other appropriate radio and TV stations as soon as possible for the general public, staff will be notified through the "sky-alert" system. When the superintendent officially closes the schools and school offices, no leave days previously arranged by an employee will be deducted for such emergency days.

B. Required Presence During Bomb Threat.

If the administration determines to evacuate all or part of a building because of a bomb threat, no employee shall be asked to return to the building or part of the building evacuated until a search has been completed by law enforcement authorities. No employee shall be required or asked to search for a bomb.

10.3 ESP Job Description and Classification (ESPs Only).

Job descriptions shall be developed jointly by the Employer and the Association. The descriptions shall be distributed to all current Employees and to new Employees. Job descriptions will include job title and description, minimum requirements and qualifications, and a specific statement of required tasks and responsibilities associated with that position. Job descriptions will be in place forty-five (45) days prior to the start of the school year. Job descriptions not currently defined must be completed within ten (10) business days following the posting of the position.

**ARTICLE XI
LEAVES, VACATIONS**

11.1 Sick Leave (All Members).

A. Sick Leave.

See attached "work year" addendum.

The superintendent has the right to request a physician's note for any sick leave exceeding three consecutive working days.

At the beginning of each school year, and once per month, each employee shall be notified as to the number of sick days accumulated.

Employee's receiving Worker's Compensation benefits shall return checks to the District and be maintained on full pay to the extent that paid leave is available. Paid leave will be reduced in proportion to the amount of benefit. For example, if Worker's Compensation benefits pays two-thirds (2/3) of the employees wage, then only one-third (1/3) of their paid leave shall be deducted. The intent of this provision is that the employee will not receive a greater net pay than if the employee was working regularly.

If the employee is absent from work and is not receiving Worker's compensation benefits, he or she shall receive no pay from the district unless entitled to claim the same through sick leave, vacation time, or under some other contractual right. If the employee is no longer receiving Worker's compensation benefits, he/she is to report to work unless another form of leave is requested and recognized by the employer.

1. Included in Sick Day Designation.

Sick leave shall be interpreted to mean illness, medical appointment, quarantine at home; or illness or death in the immediate family or household.

2. Immediate Family Defined.

For the purpose of sick leave, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, son-in-law, daughter-in-law, brothers-in-law, sisters-in-law and legal guardians.

B. Sick Leave Bank.

A Sick Leave Bank will be administered by a committee composed of the Principal of each building and one Association appointed Teacher and ESP from each building (6 members in total).

The LeRoy CUSD Board of Education agrees to maintain a Sick Leave Bank containing a minimum of 120 days for each fiscal year, days will be replenished on July 1 of each year.

Use of days from the Sick Leave Bank shall be for catastrophic illness or injury on the part of the employee or employee's family as defined in Section 11.1 A 2. It shall not apply to an elective procedure on the part of the employee. Employees who draw benefits from the Teacher's Retirement System or Illinois Municipal Retirement Fund; or who draw Workman's Compensation benefits will be ineligible to with from the Sick Leave Bank.

In order for employees to use days from the Sick Leave Bank, a period of two (2) working days connected to the same serious illness or injury, must occur following the exhaustion of the employee's accumulated sick leave per fiscal year. A written request by the employee or employee's designee for withdrawal from the Sick Leave Bank shall be made to the Sick Leave Bank committee. This request shall include a doctor's verification of proof of need. The Sick Leave Bank committee will then make a recommendation to the superintendent who shall have the final decision regarding the request. The employee will be notified of the final decision within 5 working days after receipt of the request.

Any employee may use a maximum of thirty (30) days per calendar year.

Participating employees shall be defined as any employee covered by the terms of this agreement.

Employees may donate sick leave days to the Bank if the 120 days are used up in one year.

11.2 Professional, Training Leave.

A. Teachers (Teachers Only).

Each teacher may be granted one (1) professional day per school year for the teacher's professional development. If a teacher is required to use a professional day at the direction of their building administrator, the teacher will be granted one (1) additional professional day.

The following procedures shall apply to professional days:

1. Request.
Teachers shall request a professional day in writing at least one (1) week prior to the day requested.
2. Approval in Advance.
All professional days must be approved in advance by the building administrator.
3. Limit on Professional Leaves.
The building administrator may limit the number of individuals who would be absent from the building to attend a professional meeting.
4. Administration-Requested Attendance.
The building administrator may for purposes of individual staff growth or development, encourage attendance at an appropriate program.

5. Budget Limitation.
The board will establish an annual budgetary limit for professional days.
6. Per Diem Expenditures.
A guideline for expenditures per day will be established when the budget is created.

B. ESPs (ESPs Only).
The Board will agree that an employee at his or her discretion can take one day per employment year, with pay, for a training leave with notice to be given the employer at least fourteen (14) days in advance, and providing that the training that is being taken will assist the employee in being able to perform his or her employment at the time with the District.

11.3 Personal Leave (All Members).

See attached “work year” addendum. Any unused personal days may be carried over to sick leave for employees. Except in case of emergency, written notice of the necessity for personal business leave shall be required. Personal leave shall be used for situations that cannot be dealt with adequately outside the regular school day. All personal days must be approved in advance by the building principal. A personal leave day may not be taken immediately prior to or immediately after any holiday or holiday season, unless with the permission of the superintendent. The building administrator may limit the number of individuals who would be absent from the building for a personal day.

11.4 Association Leave (All Members).

The association shall be granted four (4) days per contract year without loss of salary for association business, including, but not limited to, association conferences and conventions. An employee who is the complainant involved in an arbitration or unfair labor practice matter shall be granted a day off without deduction of salary when his or her presence is required for the hearing before the arbitrator or governmental agency.

11.5 Bereavement Leave (All Members).

Two (2) days of bereavement leave per contract year will be granted to any member to attend the funeral. There shall be no carryover for bereavement leave days. Sick leave or personal days shall be used for leaves exceeding the two (2) bereavement leave days per contract year. Additional days may be granted at the superintendent’s discretion. See attached “work year” addendum.

11.6 Accident or Injury Leave (All Members).

Absence due to injury or accident incurred in the course of employment shall not be charged against the employee’s sick leave.

11.7 Religious Holiday Leave (All Members).

The board will recognize a religious holiday for a particular employee.

11.8 Jury Service And Related Appearances (Paid Leave) (All Members).

Any employee called for jury duty, subpoenaed to testify, or requested to attend any judicial or administration matter shall suffer no loss of contractual benefits. The employee shall remit to the district the witness fee or jury fee paid to the employee.

11.9 Assault Leave (Paid Leave) (All Members).

Assault leave shall not be charged against any other leave and is in conjunction with rights granted under *The School Code of Illinois* (Article 10-21.7). An employee disabled through a physical assault shall be returned to his/her former position if he/she so desires as long as he/she can perform the essential functions of the position.

11.10 Leave of Absence Without Pay (Unpaid Leave) (All Members).

A leave of absence for up to two (2) years in duration may be granted to an employee upon written request for military service, campaigning for or serving in public office, maternity/paternity/child care parental care. The board may grant a leave for any other reasonable purpose for varying periods. Requests for a leave of absence shall include the reason for said leave and beginning/ending dates. An employee may continue his/her health insurance on an unpaid leave of absence by reimbursing the Employer for the cost of premiums. During leaves, seniority, wage scale placement, and all other accrued benefits and rights shall be maintained at the date the leave commenced and actively restored upon an employee's return. An employee returning from a leave of absence shall be reinstated to the same or a substantially equivalent position and classification.

11.11 FMLA Leave (All Members).

Family medical leave shall be recognized under the parameters set out by the authorizing Family Medical Leave Act and will apply to the employee and the "immediate family" as defined in 11.1.B. above. The annual twelve (12) week period for purposes of family medical leave shall be calculated on a period from September 1 through August 31.

11.12 ESP Vacation (ESPs Only).

- A. Vacation.
See attached "work year" addendum.

The vacation days shall be calculated on a fiscal year basis. The supervisor and superintendent must approve the vacation period. The request for the vacation period shall be made 30 days in advance of the first intended vacation date. If more than one

employee in the same category of employment requests the same or part of the same vacation period, preference shall be given to the most senior employee except when the more senior employee makes his or her request less than 30 days prior to the vacation start date.

If the employer and employee agree, an employee may use vacation days in advance of earning such days. If an employee uses vacation time not yet earned and resigns or is dismissed, the vacation pay will be deducted from the employee's final check. If the denial of a vacation request causes the employee to lose vacation days, the employee will be paid at his/her per diem wage for lost vacation days if the employee makes a claim for payment.

B. Annual and Accumulated Vacation Days.

Employees may request payment for up to 50% of unused vacation days at the end of each fiscal year **or** may request to convert all unused vacation days to an individual sick day bank. No vacation days may carry over from one fiscal year to the next.

**ARTICLE XII
GRIEVANCE PROCEDURE
(All Members)**

12.1 Definition.

Any claim by an employee, group of employees, or the LEA, that there has been an alleged violation of the terms of this agreement shall be deemed a grievance.

12.2 Time Limits.

All time limits shall consist of work days, except when a grievance is submitted less than ten (10) days before the close of the school year when time limits shall double. Time limits shall consist of all weekdays.

12.3 Reprisals.

No reprisal shall be taken by the Board or the administration against an employee because of his/her participation in a grievance.

12.4 Withdrawing a Grievance.

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

12.5 Failure to Act within Prescribed Time Period.

Failure of an employee or the LEA to act on any grievance within the prescribed time limits will bar any further appeal.

12.6 Class Grievance.

Class grievance involving one or more employees or one or more supervisors shall be initially filed at Step 2.

12.7 Procedure.

An attempt shall be made by the grievant to resolve any grievance by means of an informal, verbal discussion between the grievant and his/her immediately involved principal. Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures with or without representation. Nothing contained in this article or elsewhere in this agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted without intervention or representation of organizational representatives. If, however, the informal process fails to satisfy the grievant, a grievance may be processed as follows:

A. Step A.

The employee or LEA shall present in writing within ten (10) days of the alleged contract violation, specifying the article and clause alleged to have been violated and stating the remedy sought to the administrative supervisor immediately involved, who will arrange for a meeting to take place with the grievant within ten (10) days after the receipt of the grievance. The principal shall provide a written decision, substantiated with his/her rationale for such decision, to the grievant and the superintendent within ten (10) days of the meeting with the grievant.

B. Step B.

If the grievant is not satisfied with the disposition of the grievance at Step A, the grievant may refer the grievance in writing to the superintendent within ten (10) days after the receipt of the Step A decision. The superintendent will arrange for a meeting to take place with the grievant and principal involved within ten (10) days after his receipt of the grievance. The superintendent shall provide a written decision, substantiated with his/her rationale for such decision within ten (10) days after the meeting.

C. Step C.

If the grievant is not satisfied with the disposition of the grievance at Step B, the grievant may submit the grievance to the board in writing. The board shall allow the grievant and, at his/her option, an association representative to present his/her case to the board the next regularly scheduled board meeting provided the board has at least ten (10) days notice of the appeal before such regularly scheduled board meetings. If an appeal is made within ten (10) days of a regularly scheduled meeting, the board shall hear the grievance at the next regularly scheduled meeting. The Board of Education shall provide a written decision, substantiated with the Board's rationale for such decision within ten (10) days after the meeting. If an appeal to the board is not filed within ten (10) days of the Step B answer, then the grievance shall be deemed withdrawn.

D. Step D.

If the grievance is not resolved at Step C, then the association may submit the grievance to final and binding arbitration with the American Arbitration Association. The parties may mutually agree to utilize the expedited labor arbitration rules of the American Arbitration Association. This must be filed within fifteen (15) days of Step C.

**ARTICLE XIII
REDUCTION IN FORCE AND SENIORITY**

13.1 Teacher Reduction-in-Force (RIF) (Teachers Only).

A. Definition.

Seniority shall accrue according to the length of the employee's continuing service (within the bargaining unit) starting for the first day on which duties are performed (part-time will be counted prorated).

B. Maintaining and posting of seniority list.

The employer shall prepare, maintain and post the seniority list. The seniority list shall be prepared and posted conspicuously in all buildings of the district by February 1st of each year. The employer will maintain a seniority list for each classification category. Each employee shall have until February 15th or the first school day thereafter to file written objections regarding the seniority list to the administration. A final seniority list will be posted on or before March 1st. Any employee who fails to so notify the administration by February 15th, waives the right to challenge his/her placement on the list.

A copy of the seniority list and subsequent revisions shall be furnished to the Association.

C. Loss of Seniority.

Accrued seniority shall be forfeited upon occurrence of the following events:

a) resignation, b) dismissal for cause, c) retirement, d) expiration of recall period after reduction in force.

D. Breaking of Ties.

In the event district seniority is equal between certified employees, the procedures listed will be used in the following order:

- a. previous accredited experience inside Illinois
- b. approved horizontal placement on salary schedule
- c. random selection

Reduction in Force(Certified Employees Only)

Reduction in force shall be implemented only in the event of financial constraints, reduced enrollment, or staff realignment, or discontinuance of some type of teaching service. Employer will follow *Illinois School Code*, with the following exception; certified staff subject to RIF will only

be allowed to “bump” according to the 7 step procedural process that is listed as a part of this language.

Upon request by either party, a joint committee composed of equal representation selected by the Board and the Association, shall meet within fifteen (15) workdays of the request for the purposes set forth in the School Code. The committee must reach an agreement by the Friday after the Regularly scheduled March Board Meeting of a school year, but not less than 75 calendar days before the end of the school year in order for the agreement of the joint committee to apply to the sequence of dismissal determined during that school year. The procedural process is outlined in the following 7 steps.

- Is the Reduction in force being implemented for financial constraints, reduced enrollment, or staff realignment, or discontinuance of some type of teaching service?
- Question number 1: Are there other staff members within the same department who have a lesser evaluation rating or an equal evaluation rating **and** are less senior? If yes, they may bump within their department.
- Question number 2: Does the staff member possess a license with a Major or Illinois Approved Program that is different from their current teaching position? If yes, they may bump into a position within that department if they have a evaluation rating that is higher than other staff in that department, or have a evaluation rating that is equal to **and** they are more senior.
- Question number 3: Has the staff member held a different teaching position within the district where their primary role was different than the position from which they are being RIF'd? If yes, is their proficiency rating higher than another staff member in that position? If yes, they may bump. If no, is their proficiency rating equal to **and** are they more senior than another staff member in that position? If yes, they may bump.
- Question number 4: Was the most recent evaluation rating of the staff member a “4?” If yes, they may bump outside their department into an eligible area as established by their list of endorsements on their license.
- Question number 5: Was their most recent evaluation rating greater than another staff member in a department where their additional endorsements would allow them to teach. If yes, they can bump into an eligible category.
- If no eligibility to bump is found within these questions, regardless of endorsement or seniority, the certified staff member will not be allowed to bump another staff member.

Recall Rights(Certified Employees Only).

Any employee who has been honorably discharged due to reduction in force shall have recall rights as follows:

1. Recall rights shall be in effect from the date of termination through one calendar year from the beginning of the school term next following his/her dismissal.
2. Recalled employees shall have the accumulated sick leave, salary schedule position, and seniority when they have been honorably discharged.
3. The employer shall offer available positions to the most senior qualified employee within the appropriate area of classification beginning with group 4 followed by group 3.

13.2 ESP Seniority/Reduction-in-Force (RIF) (ESPs Only).

A. Seniority.

Seniority shall be defined as the length of continuous bargaining unit employment (full or part time) with the first employment date to the present for the most recent employment period. If the employee was previously employed full or part-time, the employee will be given credit for the prior employment in breaking a tie with another employee hired on the same date in the most recent employment period. If there is no prior employment of an employee and the employee has the same starting date with another employee, the seniority list position shall be determined by drawing lots. Seniority shall be determined within a job classification as described below, but shall be unaffected by a change of classification. NOTE: An ESP who has worked for the District as an Individual Student Aide prior to the effective date of this Agreement shall retain seniority as a Paraprofessional. An ESP hired by the Board as an Individual Student Aide on or after the effective date of this Agreement shall have seniority only as an Individual Aide for the student the ESP was hired to serve and only for so long as the student requires the services of the ESP. Should the student leave the District or no longer require the services of the ESP, the ESP may be reduced in force in accordance with the School Code and this agreement.

B. Seniority List.

The board shall prepare, maintain and post the seniority list. The initial seniority list shall be posted on the employee bulletin board at all work sites within thirty (30) work days after ratification of this agreement. Revisions shall be prepared and posted annually thereafter by February 1. The initial seniority list and subsequent revisions shall be furnished to the association president. Any employee disagreeing with seniority placement shall notify the superintendent and association president in writing within thirty (30) workdays after the posting.

C. Loss Of Seniority.

Seniority is lost by (a) resignation, (b) dismissal for cause, (c) retirement, (d) after the exhaustion of recall rights, and (e) employment in a position excluded from the bargaining unit.

D. Seniority Classifications In The Bargaining Unit.

For the purposes of this agreement, all employees shall be placed in one of the following seniority classifications based on their current assignments:

1. Secretarial.
2. Custodial/Maintenance.
3. Paraprofessionals.
4. Individual Student Aide.
 - Student "A"
 - Student "B"
 - Student "C"
 - Etc.

5. Cooks.
6. Drivers.
7. Director of Fleet and Grounds.
8. Property Services Director.
9. Trained Nurses (Degree in Nursing).
10. Crossing Guards.

E. ESP Layoff Procedure.

No employees shall be laid off through a reduction in the work force unless said employees shall have been notified at least thirty (30) days prior to the effective date of the layoff as provided in the *School Code*. In the event of a necessary reduction in work force, the employer shall layoff employees by seniority as provided in the *School Code* within the categories of employees as described herein.

A new individual shall not be employed for a vacant position while there is a laid off Employee entitled to recall under the *School Code* and formerly employed in the category in which there is a vacant position.

F. Laid-Off Employees and Recall Rights.

1. Recall.

Laid off employees shall be called back as provided in the *School Code* within his/her category of employment except as defined herein. Laid-off employee will have the right to be recalled on a seniority basis to another category of employment if:

- a. No One Else in Category. There is no other person within the category of employment entitled to recall and
- b. Specific Training. The Employee is qualified by training, experience and/or certification/licensing, if required.

2. “Qualified” Defined.

A “qualified” person is one who has ninety (90) days work experience in the category of employment in which he/she applies; or has at least ninety (90) days work experience in said category within the school district; or has obtained the necessary licensing/certification if required by the position. A person if gaining work experience outside the district, must have recommendations from the last employer in the job classification; or if employed within the district, must have a satisfactory evaluation resulting from his/her previous employment in the district.

3. Laid-Off Employees and Health Benefits.

Laid-off employees may continue their health and life insurance under COBRA laws and in accordance with the district insurance policy in effect at the time of the lay-off by timely paying the regular monthly premium to the employer.

4. Notice of Recall.
Notices of recall stating the time and date when the employees must report to work shall be sent by certified mail to the last address reported by the employees to the employer. He/She shall inform the employer verbally or in writing within five (5) working days if he/she is going to accept the recall and report to work as indicated in the notice.
5. Recall Rights, Assuming Another Category of Position.
Laid-off employees shall retain their recall rights for the recall period under the *School Code*, to the category of position they were laid-off from while employed in another category of employment.
6. Status of Accrued Benefits After Lay-Off.
Upon accepting recall to the category of employment employees were laid-off from, all accrued benefits shall be reinstated.
7. Accepting Other Positions, Accrued Benefits.
Laid-off employees that accept a position in another category of employment shall have all accrued benefits applied as per the benefits normally provided with that position.
8. Salary Schedule Placement During Lay-Off.
Salary schedule placement for laid-off employees accepting employment in another category of employment shall be in accordance with past district experience in the category of employment or as per newly hired employees.

13.3 ESP Maintenance of Standards (ESPs Only).

All terms and conditions of employment shall be maintained at not less than the standards in effect at the time this agreement is signed.

ARTICLE XIV EFFECT OF AGREEMENT (All Members)

14.1 Full and Complete Understanding.

The terms and conditions set forth in this agreement represent the full and complete understanding between the board of education of LeRoy Unit District No. 2 and the LeRoy Education Association. The association agrees that all negotiable items have been discussed during the bargaining leading to this agreement and agrees that negotiations will not be reopened on the effect of any item contained in this agreement during the life of this agreement.

14.2 Contract Amendments.

This agreement may be altered, changed, added to, deleted from, or modified through the voluntary, mutual consent of these parties in a written and signed amendment to this agreement.

14.3 Application of Agreement.

This agreement shall supersede any rules, regulations, or practices of the employer that are contrary to or inconsistent with the terms herein. Both parties agree that the provisions of this Agreement shall not be applied in a manner that is arbitrary, capricious, or discriminatory.

14.4 Contract Provisions and the Law.

If any provision or application of this agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; however, all other provisions or applications shall be continued in full force and effect.

14.5 Statutory Changes.

Statutorily mandated changes in wages, hours and other terms and conditions of employment created by the amendment or addition of guarantees now provided in Illinois or federal law shall be incorporated into this agreement. Any other legislation that affects wages, hours and other terms and conditions of employment shall obligate the parties to bargain such changes or the impact of such changes. Bargaining shall be conducted in accordance with the Illinois Educational Labor Relations Act.

14.6 Printing of the Agreement and Distribution.

Within thirty (30) days after the agreement is signed, the CBA will be posted to the District Web-Site.

14.7 Duration.

This agreement shall be effective from 12:00 a.m. July 1, 2018 and shall continue in effect through 11:59 p.m. on June 30, 2022.

In Witness Whereof:

For the LeRoy Education Association

For the LeRoy Community
District No. 2 Board of Education

President

President

Secretary

Secretary

REQUEST FOR TRANSFER FORM

2018-2019 TEACHER SALARY SCHEDULE

2019-2020 TEACHER SALARY SCHEDULE

2020-2021 TEACHER SALARY SCHEDULE

2021-2022 TEACHER SALARY SCHEDULE

2018-2019 ESP SALARY SCHEDULE

2019-2020 ESP SALARY SCHEDULE

2020-2021 ESP SALARY SCHEDULE

2021-2022 ESP SALARY SCHEDULE

EXTRA DUTY PAY SCHEDULE

WORK YEAR ADDENDUM