

# Professional Negotiation Agreement



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## Ridgeview District 19

Between the  
Ridgeview Community Unit School District No. 19  
Board of Education  
and the  
Ridgeview Education Association  
Colfax, IL  
July 1, 2019 – June 30, 2022

## TABLE OF CONTENTS

<b>Article I</b>	4
<b>Recognition</b>	4
<b>Article II</b>	4
<b>Employee Rights</b>	5
<b>Article III</b>	7
<b>Association Rights</b>	7
<b>Working Conditions</b>	10
<b>Article V</b>	18
<b>Emergency School Closing</b>	18
<b>Article VI</b>	18
<b>Leaves of Absence</b>	19
<b>Article VII Employee Evaluation</b>	26
<b>Article VIII</b>	31
<b>Personnel File</b>	31
<b>Article IX</b>	32
<b>Seniority</b>	32
<b>Article X</b>	34
<b>Reduction of Staff-Teachers</b>	35
<b>Article XI</b>	37
<b>Vacancies and Transfers</b>	38
<b>Article XII</b>	38
<b>Employee Compensation and Fringe Benefits</b>	39
<b>Option #1</b>	44
<b>Article XIII</b>	45
<b>Grievance Procedure</b>	45

<b>Article XIV</b>	48
<b>Effect of the Agreement</b>	48
<b>Appendix A Extra Duty Schedule</b>	49
<b>Appendix B Certified Staff Salary Schedule</b>	54
<b>Appendix C ESP Salary Schedule</b>	58

# Article I

## Recognition

### *1.1 Recognition*

The Board of Education of Ridgeview Community Unit School District No. 19, hereinafter referred to as “Employer,” “Board of Education,” or “Board,” recognizes the Ridgeview Education Association, IEA/NEA hereinafter referred to as “Association” as the sole and exclusive bargaining representative for all full and regularly employed part-time licensed employees and non-certified employees, excluding superintendent, building administrators, district bookkeeper, board/superintendent secretary, substitute employees, and managerial, supervisory, confidential and short-term employees as defined by the Illinois Educational Labor Relations Act.

### *1.2 Definitions*

- A. The term Employer, District, Board when used in this agreement shall refer to the Administration and/or the Board of Education for Ridgeview CUSD #19.
- B. The term ESP when used in this agreement shall mean Education Support Personnel. The term refers to non-certified personnel.
- C. The term Teacher when used in this agreement shall refer to employees whose position requires a teaching license and who teach.
- D. The term Employee when used in this agreement shall refer to both teachers and ESPs.
- E. The term Employee Route Bus Driver when used in this agreement shall refer to an employee who transports students on both morning and afternoon shifts on a daily basis for the entire school year.
- F. Twelve-month ESP—A “twelve-month ESP” is an ESP employed in a position on an annual fiscal or twelve-month basis.
- G. Extended ESP positions—Extended positions are those which are expected to be longer than the normal school calendar, but not more than two hundred twenty days (220).
- H. School-year ESPs – A “school-year ESP” is an ESP in a position employed to work one hundred eighty (180) days or fewer, and whose employment follows the school calendar for students, rather than annual fiscal or twelve-month basis.
- I. Part-time-ESP—A “part-time ESP” must regularly work fewer than six (6) hours or more than two (2) hours per day.
- J. Specialized Part-time ESP—a “specialized part-time ESP” works two or fewer hours per day.

# Article II

## Employee Rights

### *2.1 Right to Organize and Participate*

Employees shall have the right to organize, join, and assist the Association. The Board shall not retaliate against any employee merely due to membership or non-membership in the Association, or participation or non-participation in the Association, or participation in negotiations with the Board.

### *2.2 Reprimands or Suspension of Employees (Due Process for school employees)*

This section shall not apply to extra-duty schedule positions.

A newly hired ESP shall be considered to be a probationary employee for the first twelve (12) months of his/her employment, and within that twelve (12) month probationary period may be discharged at any time. The administration may extend the twelve (12) months to eighteen (18) months by giving written notice to the employee before the twelve (12) months are completed.

Reasons for termination of employment of a post-probationary ESP shall be presented to the Board of Education in writing, and a copy of such reasons shall be supplied to the employee involved.

For remediable offenses of tenured teachers and post-probationary ESPs, the District shall follow the practice of progressive discipline. Except for the dismissal of teachers or teacher evaluation, no tenured teacher or post-probationary ESP shall be issued a written notice of remediation nor have disciplinary action (written warning, suspension) taken against him/her except for cause.

Disciplinary action will be progressive and, except for gross misconduct, in accordance with the following schedule. The sequence and necessity for the following steps will be determined by the Superintendent depending upon the circumstances of each case.

Due process for teacher

1. Written warning
2. Notice to Remedy
3. One day suspension (may be contemporaneous with Notice to Remedy)
4. Dismissal

Due process for ESPs

1. Written warning #1
2. Written warning #2
3. One to five-day suspension (with or without pay)
4. Discharge for cause

Termination of an ESPs employment after twelve (12) months shall be accompanied by at least a two-week notice, except in cases in which the Board concludes that continued presence of the ESP on the premises will be detrimental to the best interest of the school, in which case employment may be terminated immediately upon notice along with two (2) weeks pay. If such employment is terminated by reason of gross misconduct, no severance pay shall be granted. At the termination of employment of any ESP, falling under the provisions of vacation benefits, for any reason, the ESP shall receive a prorated share of vacation pay for all unused vacation days.

### *2.3 Employee Right to Representation*

Any employee required to appear before the Superintendent or Board of Education by written request regarding any matter shall have the right to be accompanied by a representative of the Association. Prior to such meeting, the employee and the President of the Association shall be given written notice of the purpose of the meeting. (This paragraph shall not apply to evaluation conferences or to meetings which are not intended to be disciplinary.)

### *2.4 Employees Leaving the School Building*

Employees may leave the building during their scheduled lunch breaks. At other times during the workday, employees may leave the building with the approval of the building principal or his/her designee, and provided the employee notifies the office of his/her destination.

### *2.5. Board Policies*

The board policies may be found on the district Website. The policies are not incorporated into this Agreement, and, therefore, are not grievable.

### *2.6 Employee Notification of Assignments*

#### A. Teachers

Teachers shall be given written notice of their tentative teaching assignments for the forthcoming school year no later than the third Monday of May. In the event changes in such assignments are necessary, the teacher affected shall be promptly notified. If the teacher objects to the changed assignment, he or she may resign without penalty.

#### B. Educational Support Personnel (ESP)

Post-probationary ESP shall be given written notice either by certified mail, return receipt requested, or personal delivery with receipt at least 30 days before the employee is removed or dismissed. If no such notice is given, the employee will maintain employment until such notice is given.

C. The employer shall provide job descriptions to all employees. The job description will include information regarding job title, qualifications, and duties.

# Article III

## Association Rights

### *3.1 Association Matters – Board of Education*

At each regular and special meeting which is required to be open to the public under the Open Meetings Act, employees of the District shall be afforded time to comment. The Board reserves the right to establish reasonable time constraints. This right shall not apply to any adjourned meeting of the Board where the right to comment had been previously afforded.

### *3.2 Board Meeting Notification*

The President of the Association shall be given notice of any regular or special meetings of the Board in the same form and fashion as notice to Board members, together with a copy of an agenda for such meetings, if one exists.

### *3.3 Board Minutes – Association Copies*

A copy of the Board Secretary's minutes of meetings of the Board of Education shall be sent via email to the President of the Association at a reasonable time after being prepared. It is agreed these unapproved minutes do not become the minutes of the Board of Education until such time as they have been approved by the Board of Education at a subsequent meeting. The official minutes of each Board of Education meeting are posted on the district website after being approved.

### *3.4 Pertinent Information – Association*

The Board of Education shall furnish, upon request of the President of the Association, annual financial reports and audits, treasurer's report, pupil census data, names, addresses and experience credit of all employees and compensation paid thereto. However, this shall not require the District to compile records, which do not otherwise exist, or calculate or create statistical records.

### *3.5 Contract Distribution*

Within thirty (30) calendar days after ratification by the Association and adoption by the Board of Education and execution of original counterparts of this Agreement, upon request the Board shall make available sufficient copies to the Association for distribution. In addition, the Board shall provide the Association five (5) copies of the Agreement without charge.

### *3.6 Association Leave*

The Association shall be granted a total of three (3) days district-wide for Association leave. Such leave shall be granted without loss of salary at District's expense. Association leave may not be used in increments of less than one-half (1/2) day. No more than two (2) employees from the same school may use Association Leave on the same day.

### *3.7 Dues Deductions*

#### A. Method of Deduction

The Board shall deduct from each employee's pay the current dues of the Association, provided the employee has signed an authorization. Pursuant to authorization, the Board shall deduct the Association dues beginning the month following employment:

1. Through substantially equal payments; or
2. One (1) lump sum from the employee's first paycheck in the month following employment.

#### B. Deduction Authorization

The Association shall submit dues-deduction authorizations by September 15<sup>th</sup> of each year or within ten (10) days of initial employment if initial employment occurs after the school year has commenced. Dues deduction authorization shall remain in force from year to year and may be revoked, provided a written revocation is received by the District by September 15<sup>th</sup> of each year, or within ten (10) days of initial employment if initial employment occurs after the school year has commenced. The Association shall be notified of any revocation before said revocations take effect.

#### C. Release of Board from Liability

The Board is expressly relieved of all dues-deduction liability with regard to:

1. Insufficient earnings to cover deductions.
2. Unpaid dues in arrears where the District has complied with its deduction responsibilities; and
3. The dues of employees no longer employed by the Board or employees on unpaid leaves of absence.

#### D. Remittance of Dues

The Board shall remit dues deducted to the Association monthly following the first board meeting or the 15<sup>th</sup> of each month.

### *3.8 Employee Orientation*

The Association and the employer agree that, at the request of the Association, a reasonable time up to one (1) hour will be made available during Teacher Orientation Institutes for Association purposes. All employees may attend the one-hour Association meeting during Teacher Orientation.

### *3.9 Association Use of District Facilities & Equipment*

#### A. Use of Building

The Association may request of the superintendent or principal use of buildings for Association meetings, which shall not be unreasonably withheld. Such use shall not conflict with school activities or use scheduled by other groups prior to the Association's request.

#### B. Use of Bulletin Board & Mail Facilities

Bulletin boards in employee lounges and copy rooms may be used for posting of Association notices. Employees may use inter-school mail, if the same exists, and employee mailboxes and school email for Association material.

#### C. Use of Equipment

The Association shall have the right to use email, printers, copiers, computers and similar equipment, provided that such use does not conflict with use for school purposes. The Association shall reimburse the District for all



usage costs. The Association shall provide proof that only trained employees shall use equipment. Training shall be at the expense of the Association.

### *3.10 Business by Association Representatives on School Property*

Representatives of the Association shall be permitted to transact Association business on school property with employees during their non-contract hours, or at other times with the approval of the Superintendent, which approval shall not be unreasonably withheld. Such representatives shall make their presence known to the proper official upon entering the building or at other times.

### *3.11 Hiring of **Administrators***

The superintendent may select a committee to provide input on the selection of a building administrator. The committee would be advisory in nature only.

# Article IV

## Working Conditions

### *4.1 Calendar*

The school calendar shall consist of 185 days which shall include 175 or 176 student-attendance days, four (4) Teacher Institute days and five (5) emergency days. The work year for teachers shall not exceed one hundred eighty (180) days which shall include the four (4) Teacher Institute days. Unused emergency days shall not become workdays for teachers, teacher aides, secretaries, cafeteria workers and bus drivers. The Board of Education reserves the right to amend the school calendar but shall allow Association input prior to any modification except for revisions due to the use of emergency days.

### *4.2 Length of Workday – Teacher*

The teacher workday will consist of seven (7) hours and forty (40) minutes. Teachers will elect to work either 7:40 am-3:20 pm or 7:50 am-3:30 pm. Each teacher will inform their building principal in writing at the beginning of each school year which schedule they will work.

On those occasions when parent-teacher conferences are scheduled to extend past the regular school day, the Administration shall cause another day during that week after the extended parent-teacher conference day to be reduced by a like number of hours as the extended day.

#### A. Lunch Periods and Preparation Periods

##### 1. Duty-Free Lunch Periods

All teachers who work more than four (4) clock hours per day shall be entitled to a duty-free lunch period of thirty (30) minutes in length.

##### 2. Preparation Periods

All full-time high school and junior high school teachers (grades 6 - 12) shall have a daily-unassigned preparation period equal in length to the student class period.

All full-time elementary teachers shall average two hundred twenty (220) minutes of preparation time per five-day workweek. Each teacher shall have a minimum of a 30-minute block of uninterrupted planning time during the student attendance day.

Part-time teachers shall receive preparation time in proportion to their schedules.

#### B. Teaching Periods for High School and Junior High Teachers

The daily teaching load for full-time high school and junior high teachers shall not exceed five (5) clock hours including passing periods.

#### C. Limit of Teachers Responsibility

A teacher shall not be required to assume the responsibility of another teacher's students simultaneously with his/her own students. Specifically excluded from this provision are teachers who supervise study

halls and the library. A teacher so required by the administration shall be paid in accordance with Letter D. (Additional Load Compensation) of this Article.

D. Additional Load Compensation

Compensation for in-house substitute teaching in lieu of prep period will be compensated at \$37.50 per class period. In the event a teacher is required to teach more than the normal teaching load for a full semester, the teacher shall receive additional compensation in the amount of \$1,600 per semester.

*4.3 ESP Work Day/Work Year*

The normal workday for ESP will be based as follows for the following classifications.

A. Teacher Aides

The workday shall consist of seven and one-half (7 ½) hours including a non-paid, duty free lunch period of thirty (30) consecutive minutes in length.

A teacher aide who becomes a substitute teacher for an entire day will be paid their normal pay plus \$47.50, which is half of the substitute rate. A half day of substitute teaching equals an additional \$23.75, and a single class period is an additional \$6.79 per hour. These rates reflect the current rate for substitute pay and will be adjusted accordingly if the substitute teaching rate changes.

B. Custodians and Maintenance

The workday shall consist of eight and one-half (8 ½) hours including a non-paid, duty free lunch period of thirty (30) consecutive minutes in length.

C. Cafeteria & Kitchen Workers

The workday shall consist of seven and one-half (7 ½) hours including a non-paid, duty free lunch period of thirty (30) consecutive minutes in length.

Cafeteria workers who are required by the district or the law to maintain Food Service Sanitation certification shall be reimbursed for registration fees for classes, seminars, workshops, materials and mileage. All these fees must be pre-approved by the Superintendent or his/her designee. Mileage will be paid at the current IRS standard mileage rate.

D. Secretaries

The workday shall be not more than eight and one-half (8 ½) hours which includes minimally a thirty (30) consecutive minute duty-free, non-paid lunch period.

When secretaries are required to call substitute employees outside their regular work day, secretaries will be paid minimally one (1) hour for this responsibility. Secretaries will document the time and persons called. Each secretary will be required to perform this duty on an equitable rotation. By 7:00 a.m., the designated calling secretary will inform the appropriate principal(s) of any unfilled positions. The Board will reimburse long distance expenses with the submission of documentation.

E. Technology Specialist

The workday shall consist of eight and one-half (8 ½) hours including a non-paid, duty free lunch period of thirty (30) consecutive minutes in length.

F. School Nurse

The work day shall consist of up to eight and one-half (8 ½) hours including a non-paid, duty free lunch period of thirty (30) consecutive minutes in length.

G. Bus/Van Drivers Work Day/Work Year

Bus drivers shall be paid one and one-half (1 ½) hours for a morning or afternoon run. The above payment includes the pre-trip, post-trip check of the bus, and refueling. Should bus drivers have to travel to refuel, they will be paid for up to (3) three hours per week at the extra-trip pay rate. Changes in length of routes or route assignments from year-to-year shall not be deemed a reduction-in-force unless there is a reduction in pay. All trips separate from a regular am/pm and PreK route are considered extra-trips. Extra Trips include the following: BACC, Special Education Routes, Bus/Van drivers, Field Trips and the Activity Routes.

1. Extra Trip Assignment

At the beginning of the school year, all interested bus/van drivers shall notify the Director of Transportation to add his/her name to a list of drivers for extra trips. The Administration shall endeavor to assign extra trips equitably among drivers, so that drivers shall have generally equal opportunity to take extra trips. Extra-trip pay shall include standing time. If an overnight stay is required by a trip, hourly pay begins one-half (½) hour before driving for pre-trip check and refueling. Hourly pay ends when the overnight destination is reached. Pay for extra trip shall be at the rates specified in Appendix B.

2. Driver's Meal and Lodging Reimbursement

For overnight stays, the District will reimburse the driver up to \$30.00 per day for necessary expenses plus the cost of lodging (approved by the District). The \$30.00 per diem expense reimbursement covers all time spent by the driver at the assigned destination. The District will not be responsible for any other payments for overnight trips. The driver will be paid the hourly rate while driving as specified above and a total of an additional ¼ hour for pre-trip check, refueling and ¼ hour for post-trip check. Additional time may be paid for with prior approval of the Director of Transportation. The District will reimburse up to \$7.00 per meal for a driver's meals during trips of more than four (4) hours. The reimbursement will be based upon receipts submitted and will be paid after the first board meeting of each month.

3. Driver's Physical and Drug test

The district will pay the cost of the yearly, required physical and the required, random and pre-employment drug testing. The employee shall use the district designated physician for the required exam.

4. Pay for Bus Driver Refresher Course

The District will pay the registration fees of the refresher courses sponsored by the Regional Office of Education. The District will reimburse bus drivers for up to four (4) hours at the rate paid extra-duty trips for attendance at refresher courses required by law or the employer. The District will provide transportation or reimburse mileage for use of personal vehicle. The District reserves the right to limit the number of personal vehicles approved for any individual course.

5. Bus Permit and Renewal of Commercial Driver's License (CDL)

The District shall pay for the initial CDL license and bus permit. The District will pay the cost for subsequent bus permits.

6. Vehicle Maintenance, Shuttle of Empty Vehicles and Driver Meetings

Drivers will be paid at the extra-duty trip rate for time spent when moving empty vehicles for inspections, maintenance, or moving vehicles to another location or attending driver meetings.

7. Pay for Extra Trips

Extra trips shall be compensated at the assigned hourly rate. Extra trips shall be posted and assigned annually with the assignment being granted in the best financial interest of the District.



H. *Other Compensatory Items*

1. Breaks

ESPs that are regularly scheduled to work six (6) or more hours per day, shall be entitled to one (1) 15-minute break. The break will be scheduled with the approval of the employee's immediate supervisor and may be modified as building conditions or events occur. This paragraph does not apply to bus drivers or bus monitors.

2. Relief Time and Overtime

ESP working overtime will be entitled to an additional 15-minute break for every four (4) hours worked beyond the regular workday. Overtime which is not consecutive to the normal workday shall entitle ESP to an additional 15-minute break for each four (4) hours of overtime. This shall not apply to bus drivers.

3. Changing Hours

Current employees shall not have their workday split. This does not prohibit the employer from hiring a new employee to work a split shift. This provision does not prohibit the employer from altering an employee's beginning or ending time during the work year. Furthermore, an employee's workday can be split in the special cases of orientation, parent-teacher conferences, open house or emergencies which are beyond the employer's control.

4. Sunday and Holiday Pay

If the ESP is required to work a holiday, the ESP will be paid for time worked in addition to the holiday pay due him/her. Sunday work in excess of forty (40) hours in the workweek will be paid at one and one-half times the regular rate of pay. The ESP must work during the pay period. This section shall not apply to extra-duty assignment pay rates.

5. Overtime

All work required by the immediate supervisor, over and above forty (40) hours per week, shall be compensated at the rate of one and one-half (1 ½) times the normal rate of pay. ESP will be asked if they are willing to accept overtime during their regular work year. It is noted that the overtime provision only applies to the ESP's current category of position.

For example, a cook will not be asked or assigned overtime for a custodial position. If a sufficient number of ESP do not volunteer for overtime, the District may assign overtime to any ESP currently working in a specific category or position. 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

<b>25</b>	<b>X</b>	<b>\$8.00</b>	<b>=</b>	<b>\$200.00</b>
<b>20</b>	<b>X</b>	<b>\$11.50</b>	<b>=</b>	<b>\$230.00</b>
<b>45 Hours</b>			<b>=</b>	<b>\$430.00</b>

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:

<b>45 hours at straight time</b>	=	<b>\$430.00</b>
<b>5 hours at premium</b>	=	<b>\$23.90</b>
<b>45 Hours</b>	=	<b>\$453.90</b>

No overtime shall be allowed or paid by the District without the prior approval of the immediate supervisor, building principal, or superintendent. There is no guarantee of overtime work for any ESP. The Administration shall endeavor to assign overtime as equally as possible within each building and respective job categories.

6. Call Back Work

All call back work shall be paid at a minimum of one (1) hour. ESP called back to work after their regular shift shall be paid at the rate specified. This shall not apply to building checks.

7. Building/Boiler Checks

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

8. ESP Vacation Days

All 12-month ESP shall receive paid vacation time. Vacation requests shall be made to the Superintendent, or his/her designee, at least one week in advance of the requested dates except in the case of an emergency; then it should be submitted as soon as possible. Such requests shall not be unreasonably denied.

Vacation shall be credited on the ESP's anniversary date. An ESP must work one year before any paid vacation leave can be used. An ESP, whose employment terminates prior to his /her anniversary date of hire, shall earn vacation time on a prorated basis for that fraction of the year which the employee works.

a. Accumulation and Annual Allotment

Vacation time shall accrue on the following:

<u>Years Employed</u>	<u>Vacation Pay</u>
<b>After one (1) year</b>	5 days
<b>After nine (9) years</b>	10 days
<b>After twenty (20) years</b>	15 days

Accumulation of days cannot exceed 20 days. ESPs may not take more than 10 consecutive days of vacation.

b. Paid Holidays for Full-time ESP

All full-time ESP who are scheduled to work twelve (12) months shall be entitled to the following paid holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday or Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve (full day), Christmas Day, One Non-attendance Day.

All extended ESP positions working at least 220 days per year, and within the school calendar, shall be entitled to the following paid holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday or Presidents' Day, Memorial Day, Labor Day, Columbus Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Day.

All extended ESP positions working at least 210 days per year, and within the school calendar, shall be entitled to the following paid holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday or Presidents' Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.

All extended ESP positions working at least 195 or 200 days per year, and within the school calendar, shall be entitled to the following paid holidays: Thanksgiving, Christmas, New Year's Day, Lincoln's Birthday or Presidents' Day.

All extended ESP positions working at least 185 days per year, and within the school calendar, shall be entitled to the following paid holidays: Thanksgiving, Christmas, New Year's Day.

Alternate Holiday: If the holiday falls on the weekend, an alternate paid holiday shall be set by the Superintendent or his/her designee. This holiday shall be scheduled on a day the employee is normally scheduled to work.

Holiday Pay: An employee must work within the payroll period which the holiday occurs unless he/she is on an approved vacation.

#### 9. Reduction of Hours

In case of a reduction of an ESP's regularly scheduled hours, the Superintendent will give the ESP ten (10) working day's notice.

#### *4.4 Unsafe and Hazardous Working Conditions*

Any employee who believes that his/her working conditions are unsafe shall immediately report the same to the superintendent or principal. Any employee who believes that an explanation of unsafe or hazardous working conditions is necessary or beneficial to the employee, may have a right to a meeting with the Superintendent during regular school hours. At such meeting, the employee may be accompanied by an Association representative if he/she desires. No teacher shall be required to enter a building alone or to be left alone in a building.

#### *4.5 Physical Facilities*

The district will provide sufficient supplies, equipment, and resources to all district employees in order to allow employees to complete their jobs in a satisfactory manner.

#### *4.6 Employee Lounge/Workroom*

The employer shall make available in each school at least one (1) room which shall be reserved for use as an employee lounge/workroom. Upon request of the Association a maximum of two (2) vending machines shall be installed in the employee lounge/workroom, providing the Association pays for the vending machines and their contents. The profits from all such machines shall be remitted to the Association.



#### *4.7 Bus Driving by Teachers/Extra-curricular Sponsors*

No teacher/extra-curricular sponsor shall be required to drive a bus or van as part of his/her teaching or extra-curricular duties. If the teacher/extra-curricular sponsor volunteers to transport students by bus, he/she shall be paid twelve (\$12) dollars per hour with a minimum of one (1) hour pay. Only driving time shall be paid for and layover time shall not be reimbursed.

#### *4.8 Dispensing of Medicine*

Employees, other than medical personnel, shall not be required to administer medication to pupils or perform other medical procedures. This shall not prohibit employees from providing emergency assistance to students.

#### *4.9 Teacher Meetings – Number Required*

The REA and the BOE recognize the need for collaboration with the Administration to establish a reasonable number of teachers' meetings throughout the year. Except in cases of emergency, the Administration will provide a minimum of a 48 hour notice when scheduling a teacher meeting.

#### *4.10 Surveillance Cameras*

The primary purpose of surveillance cameras is to secure the buildings. Surveillance equipment is not meant to observe employee performance or otherwise be accessed as documentation in the employee evaluation process. Data from the surveillance equipment may be reviewed by the District's personnel in connection with investigations of suspected criminal conduct, student misconduct, or security violations or incidents. If the review of data reveals alleged incidents of employee misconduct, the Employee and an REA representative may review the data depicting the alleged employee misconduct with Administration. Any discipline that may be imposed against the Employee as a result of the misconduct investigation shall be in accordance with the applicable provisions of the Collective Bargaining Agreement. Police shall have access to cameras only during emergency situations (i.e. active shooter situation, code red situation) in which monitoring cameras in real-time is necessary to maintain safety for staff and students.

#### *4.11 Productive Environment*

The Board and the Association understand that mutual respect and appropriate communication are integral to maintaining a productive learning and working environment. Harassment, intimidation, menacing, bullying, or retaliation by Employer and/or District Employees shall not be tolerated. The Board, the Administration, and the Association agree to work collaboratively to ensure that a productive environment is maintained for all.

# Article V

## Emergency School Closing

### *5.1 Notification Procedure*

When an emergency confronts the schools, notifications of the closing of schools will be released for broadcast over various local radio and television and through available technological means as soon as possible.

ESPs who are scheduled and start work before school is closed shall be paid for time worked.

### *5.2. School Closing – Leave Days*

When schools and school offices are officially closed by the superintendent, no leave days previously arranged by an employee will be deducted for such emergency days.

### *5.3 Inclement Weather – Reporting to Work and Loss of Pay*

Teachers and ESPs who are unable to report to work as scheduled because of inclement weather shall not be charged with loss of pay. However, the teacher or ESP will be charged a personal business day, if available, and if no personal business day is available to that employee, will be charged as a sick-leave day. If no personal business day or sick-leave day is available to that employee, the day will be charged as a dock day.

### *5.4 Bomb Threat – Procedure*

No employee shall be required to search for a bomb.

# Article VI

## Leaves of Absence

### *6.1 Sick Leave*

#### A. Definitions

1. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness, or death in the immediate family or household.

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

#### B. Credit and Accounting

1. The Board of Education shall recognize accumulated sick leave days of employees who were employed at Saybrook-Arrowsmith Community Unit School District #11 or Octavia Community Unit School District No. 8 as the same that existed immediately prior to the consolidation of those districts to form the current district, except that no employee shall be credited with more than one hundred and eighty (180) days sick leave.

2. Teachers shall be granted twelve (12) sick leave days per school term, which may accumulate to three hundred sixty (360). Sick leave shall be granted as provided and limited by the School Code. The Board of Education reserves the right to require a physician's certificate and to enforce other limitations on sick leave in accordance with the Illinois School Code.

3. Twelve-month, Extended, School Year, and Regular Route Bus Drivers shall be granted twelve (12) sick leave days per year, which may accumulate to two hundred fifty (250). Part-time ESPs shall be granted five (5) sick leave days per year, which may accumulate to two hundred fifty (250). The Board of Education reserves the right to require a physician's certificate and to enforce other limitation on sick leave in accordance with the School Code.

4. The employer shall indicate the number of unused sick leave days on each employee's paycheck.

#### C. Sick Leave Bank (Teacher)

##### 1. Operation of Sick Leave Bank

Any teacher covered by this contract may enroll in the Sick Leave Bank. The Sick Leave Bank shall be established and maintained through donations of sick days. Each teacher who volunteers to become a member of the Sick Leave Bank will contribute one (1) day per assessment of his/her sick leave beginning with the 1993 school year and every year thereafter.

Each new teacher shall be given an application form at the beginning of the school year, or at the time of his/her employment. A teacher desiring to participate shall sign the application and return it to his/her building representative. Donations of sick days shall be made by the end of the teacher's first pay period. Any days transferred by the teacher shall remain in the Sick Leave Bank. Reports on the status of the Sick Leave Bank, including number of days remaining, will be maintained in the Unit Office. The total number of days to accumulate in the bank will not exceed two hundred thirty (230) days. If participant has no sick days to contribute when assessed, he/she will contribute retroactive day(s) at the beginning of the following school year. To

maintain the 230-day sick leave bank, as new teachers contribute one (1) sick leave day to the bank, one (1) day will be removed from the bank for each vacated or new position.

## 2. Procedure for Use of Sick Leave Bank

Only tenured members of the Sick Leave Bank shall be allowed to withdraw days from the Bank. In order to remain an active member, a teacher must contribute to the bank when assessed by the Sick Leave Bank Committee. Once a teacher withdraws from the Bank or elects not to seek membership, he/she shall not be eligible to participate in the Sick Leave Bank. After the maximum two hundred thirty (230) days is reached, should the total number of days withdrawn from the bank equal the balance at any time, the Sick Leave Bank will cease operations until it can be replenished at the start of the next school year.

Upon depletion of his/her sick leave and personal leave days, any qualified teacher may make written application to the Sick Leave Bank governing committee to utilize Sick Leave Bank days. Should the teacher be unable to make a written application, his/her designee may do so on his/her behalf. Any teacher currently enrolled in Sick Leave Bank shall be entitled to draw from the bank for his/her personal use provided the following five (5) conditions are met:

- a. The teacher has contributed to the Sick Leave Bank at least one day from his/her sick leave.
- b. The teacher has used all his/her personal accumulated sick leave days and personal days.
- c. The teacher shall produce a doctor's certificate as proof of his/her need.
- d. The teacher has been absent more than three (3) consecutive workdays in connection with the same long term or life-threatening illness or injury.
- e. The teacher absence must be related to health conditions of mother and/or child and not related to family and medical leave time.

## 3. Sick Leave Bank Committee

A committee consisting of two members selected by the Association and two members of the Administration will act as the governing body of the administration of the Sick Leave Bank.

## 4. Maximum Use of Sick Leave Bank

An Employee meeting the requirements of this Article may use a maximum of forty-five (45) days from the Sick Leave Bank per school year. No member may use more than ninety (90) days during his/her employment at Ridgeview CUSD #19.

## 5. Unused Days in Each Year

Unused days remaining in the Sick Leave Bank at the end of the year will accumulate for the following year.

## D. Sick Leave Bank ESP

### 1. Operation of Sick Leave Bank

Any twelve-month, extended, school year ESP and regular route bus driver covered by this contract may enroll in the Sick Leave Bank. The Sick Leave Bank shall be established and maintained through donations of the sick days.

Each above-mentioned ESP who volunteers to become a member of the Sick Leave Bank will contribute one (1) day per assessment of his/her sick leave beginning with the 1998-99 school year and every year thereafter. A maximum of two (2) assessments may be conducted during the 1998-99 school year. Each new ESP shall be given an application form at the beginning of the school year or at the time of his/her employment. An ESP desiring to participate shall sign and return the application.

Donations of sick days shall be made by the end of the ESP's first pay period. Any days transferred by the ESP shall remain in the Sick Leave Bank.

Reports on the status of the Sick Leave Bank, including number of days remaining, will be maintained in the Unit Office. The total number of days to accumulate in the bank will not exceed one hundred (100). If a participant has no sick leave days to contribute when assessed, he/she will contribute retroactive day(s) at the beginning of the following school year.

## 2. Procedure for Use of Sick Leave Bank

Only post-probationary members of the Sick Leave Bank shall be allowed to withdraw days from the Bank. In order to remain an active member, an ESP must contribute to the bank when assessed by the Sick Leave Bank Committee. Once an ESP withdraws from the Bank or elects not to seek membership, she/he shall not be eligible to participate in the Sick Leave Bank. After the maximum one hundred (100) days is reached, should the total number of days withdrawn from the bank equal the balance at any time, the Sick Leave Bank will cease operations until it can be replenished at the start of the next school year.

Upon depletion of his/her sick leave and personal leave days, any qualified ESP may make written application to the Sick Leave Bank governing committee to utilize Sick Leave Bank days. Should the ESP be unable to make a written application, his/her designee may do so on his/her behalf. Any ESP currently enrolled in Sick Leave Bank shall be entitled to draw from the bank for his/her personal use provided the following five (5) conditions are met:

- a. The ESP has contributed to the Sick Leave Bank at least one day from his/her sick leave.
- b. The ESP has used all of his/her personal accumulated sick days, personal days and vacation days.
- c. The ESP shall produce a doctor's certificate as proof of his/her need.
- d. The ESP has been absent more than three (3) consecutive workdays in connection with the same long-term or life-threatening illness or injury.
- e. The ESP absence must be related to health conditions of mother and/or child and not related to family and medical leave time.

## 3. Sick Leave Committee

A committee consisting of two members selected by the Association and two members of the Administration will act as the governing body of the administration of the Sick Leave Bank.

## 4. Maximum Use of Sick Leave Bank

An employee meeting the requirements of this article may use a maximum of forty-five (45) days from the Sick Leave Bank per school year. No member may use more than ninety (90) days during his/her employment at Ridgeview CUSD #19.

5. Unused Days in Each Year

Unused Days remaining in the Sick Leave Bank at the end of the year will accumulate for the following year.

### *6.2 Personal Leave*

At the beginning of each school year, each teacher, twelve-month ESP, extended ESP, school-year ESP, and regular-route bus driver shall be granted five (5) personal business days per year.

Personal business days are subject to the following conditions:

- A. Personal business leave shall be available only for urgent personal business which cannot reasonably be accomplished outside the workday.
- B. Personal leave shall not be granted the first five (5) days and last five (5) days of school, during final exams, and the day before or after any vacation or school holiday provided in the School Code or granted by the Board of Education. The only exceptions to the personal days are
  - 1. Attending high school or college graduation ceremonies of the employee's children or grandchildren.
  - 2. A wedding of an immediate family member.
- C. No more than two (2) teachers per building (Ridgeview Elementary School or Ridgeview Junior/Senior High School) may take personal leave on the same day. In the case of greater number of teachers in a building applying for personal leave on the same day, the leave shall be granted in order of application.
- D. No more than four (4) ESP may use personal leave on the same day. No more than one (1) per pay category may use personal leave on the same day.
- E. Except in the case of emergency, in order to provide adequate time to secure a substitute teacher, a teacher shall request personal leave in writing to the building principal at least twenty-four (24) hours in advance of the requested leave. In case of an emergency, the leave shall be requested as soon as possible after the need for leave is known.
- F. Unused teacher and ESP personal leave shall automatically be converted to sick leave.
- G. The Superintendent may waive, at his/her discretion, the restrictions as listed above. Sick leave may be converted for extreme emergencies.

### *6.3 Professional Leave*

- A. Each teacher may have three (3) professional leave days per year if approved by the superintendent. Each full-time ESP may have one (1) professional leave day per year if approved by the Superintendent or his/her designee. Professional leave days may be approved by the Superintendent for the following reasons:
  - 1. To attend a conference, workshop, or seminar related to the employee's field.
  - 2. To visit other schools, to view other techniques or programs, to view new classroom equipment, or to observe exemplary programs related to the employee's field.
- B. Requests for professional leave days shall be submitted in writing to the superintendent at least five (5) working days prior to the requested leave. The superintendent retains the final authority to accept or reject any or all use of professional leave days.
- C. No more than two (2) teachers per building and one (1) ESP per building may use professional leave on the same day. However, the superintendent may waive this restriction.
- D. If the Superintendent approves such leaves, the district shall reimburse the employee the cost of registration fees, up to twenty dollars (\$20.00) per day for meals, and the standard IRS business mileage rate. If the conference necessitates an overnight stay, the superintendent may approve the cost of overnight lodging costs. The district retains the prerogative to determine the number of vehicles to be used for professional leave. Prior to reimbursement for expenses, the employee may be required to furnish receipts.





*6.4 Absence Due to "On the Job" Injury*

A. Absence due to injury incurred in the course of the employee's workday while assigned duties shall be treated as sick leave.

B. Income received from Workers' Compensation shall be deducted from the district's compensation liability to the employee. When income from other than district funds is received by the employee due to his/her injury, the district shall only be responsible for the remaining salary and Board-paid benefits owed the employee. The intent of the district is that in no case shall the employee who was injured while performing his/her duties receive more than one hundred percent (100%) of his/her gross salary. If an employee who is injured on the job received no district funds, no sick leave benefits will be deducted. If an employee who is injured on the job receives district funds, sick leave benefits shall be deducted on a prorata basis.

C. The formula used when computing an employee's liability to the district when receiving Workers' Compensation shall be as follows:

1. 
$$\frac{\text{Annual Salary}}{365 \text{ Days}} = x$$

2. Daily Workers' Compensation Dollar Amount Based on 365 Days = Y

3. 
$$\frac{X \text{ (number of school days missed)}}{Y \text{ (amount of sick leave deducted)}} =$$

*6.5 Bereavement Leave*

Employees may use up to two (2) sick days per fiscal year for leave connected with the death of non-immediate family members.

*6.6 Jury Service and other Related Appearance*

Any employee called for jury duty or who is subpoenaed by a court of law to testify as a third-party witness shall be paid his/her full compensation for such time with no loss of any leaves, seniority or loss of any other benefits. Any pay for jury service or other related appearances will be returned to the district excluding meals, mileage and lodging.

*6.7 Unpaid Leaves of Absences*

Leaves of absence without pay may be granted to tenured teachers and to post-probationary, twelve month, extended, and school year ESPs who have rendered satisfactory service to the district. Any of these employees granted such leave shall be returned to employment in a similar capacity at the termination of such leave provided the employee follows Section C below.

- A. Written request for leaves of absence without pay should be made at least ninety (90) days before the leave is desired, subject to approval by the Board. Leaves of absence may be granted for the following:
  - 1. Advanced study leading to a degree at an approved university
  - 2. Military service

3. Election to the General Assembly
  4. Election to serve as an officer of a state or national teacher organization
  5. Other reasons acceptable to the Board
- B. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
  - C. Leaves of less than one (1) calendar month, if acceptable and approved by the superintendent, will not require Board approval, or ninety (90) days advance notice. The superintendent may approve such requests but the superintendent's rejection or approval of such leave requests shall be at the superintendent's sole and exclusive discretion and shall not be subject to the grievance procedure.
  - D. The teacher shall inform the superintendent of his/her intent to return to a similar position the following school year not later than February 1. If the teacher fails to inform the superintendent prior to February 1, the teacher waives his/her right to future employment in the district. The ESP shall provide the superintendent six (6) months written notice in advance of his/her intent to return to a similar position. If the ESP fails to provide such notice, the ESP waives his/her right to future employment in the district.
  - E. The teacher on leave of absence will not lose tenure. An ESP on leave of absence will not lose post-probationary status. Leaves of absence without pay shall not count when determining district seniority (see section 9.5 of this Agreement).
  - F. Employees taking an unpaid leave of ninety (90) days or more shall not receive experience credit for the year they are on leave.
  - G. During the unpaid leave, the employee may purchase hospitalization and major medical insurance at the district group rate subject to the insurance carrier's eligibility requirements. The employee shall be responsible for the full amount of each monthly premium. Said payment shall be made fifteen (15) days prior to the district's premium due date to the district bookkeeper.

#### *6.8 Family Leave*

See Family Medical Leave Act and Board Policy.

## **Article VII Employee Evaluation**

### *7.1 Certified Staff Evaluation*

In 2013-2014 Ridgeview CUSD No. 19 will begin implementing a new evaluation plan that complies with the Performance Evaluation Reform Act (PERA). Any evaluations conducted using the new evaluation plan will comply with the process as outlined below.

### *7.2 Purpose*

The purpose of the evaluation is to improve the quality of instruction.

### *7.3 Evaluator Qualifications*

Any Individual who participates in the observation and evaluation of a bargaining unit member's teaching performance must be pre-qualified and trained in accordance with the pre-qualification and training provisions of the Performance Evaluation Reform Act (PERA).

### *7.4 Orientation*

The building principal or designated administrator shall orient all bargaining unit members under that administrator's supervision as to the evaluation procedures. Such orientation shall include the evaluation procedures, standards expected, and evaluation instruments to be used. Each bargaining unit member shall be informed as to who shall observe and evaluate the bargaining unit member's teaching performance for that school year.

### *7.5 Frequency of Observations*

Each non-tenured bargaining unit member shall have a minimum of three (3) observations (at least two (2) formal) for each school year. For non-tenured bargaining unit members, there must be at least one formal observation each semester. Each tenured bargaining unit member shall have a minimum of two (2) observations (at least one (1) formal) during the two-year evaluation cycle.

### *7.6 Evidence*

The evaluator must share the evidence and associated performance ratings with the bargaining unit member in each formal observation post-conference. The evidence must link to the instructional framework included in the evaluation plan, and the complete record of evidence must include evidence for each part of the instructional framework. All observations which form the basis for the evaluation shall be reduced to writing by the evaluator.

### *7.7 Formal Observation-Pre-Observation*

At least five school days in advance of the scheduled week, the evaluator will notify the bargaining unit member of the date and time of the formal observation and will work with the bargaining unit member to schedule the dates and times for the pre-observation and post-observation conferences. At least one school day in advance of the pre-observation conference the bargaining unit member shall submit to the evaluator the appropriate form and may include other evidence of instructional planning for the lesson to be observed during the formal observation. At the conference, the evaluator and the bargaining unit shall discuss the lesson to be formally observed.

### *Observation*

Each formal observation of the bargaining unit member shall last for a minimum of 30 continuous minutes. The evaluator will document the observation of teaching using the appropriate form. Formal observations will not occur during the first 10 days of student attendance.

### *Post-Observation*

A Post-Observation conference shall be held within seven (7) school days after each formal observation. To this conference, the bargaining unit member will bring a completed appropriate form and the evaluator will bring a draft of the appropriate form to guide their discussion. The teacher and evaluator will discuss the teacher's strengths, weaknesses, and suggestions for improvement and the reasons for identifying the areas as such. Within three (3) school days of the Post-Observation conference, the evaluator will provide a completed appropriate form. If the evaluator determines that the data and evidence collected to date may result in the bargaining unit member receiving either a "Needs Improvement" or "Unsatisfactory" Summative Performance Evaluation Rating, the evaluator shall notify the teacher of that determination.

### *7.8 Informal Observation*

Informal observations may or may not be announced in advance to the bargaining unit member. If an informal observation is documented and becomes a part of the formal evaluation, the evaluator will record evidence in written or electronic form and provide the bargaining unit member with a copy within 3 school days.

### *7.9 Video Recording*

In addition to or in lieu of a direct (in the classroom) formal or informal observation, the bargaining unit member and evaluator may agree to the submission of a videotaped recorded lesson or class period by the bargaining unit member to the evaluator to be used as part of the bargaining unit member's evaluation.

### *7.10 Evaluation Completion Date*

Evaluations of non-tenured bargaining unit members must be completed no later than 60 calendar days prior to the end of the school term including the written summary report and recommendations as to continued employment. Tenured bargaining unit members' evaluations must be completed no later than 45 calendar days prior to the end of the school term including the written summary report.

### *7.11 Summative Conference*

At the end of the evaluation cycle, the evaluator will schedule a Summative Conference with the bargaining unit member to discuss the overall rating of each domain based upon evidence of professional practice as consistent with the instructional framework included in the evaluation plan. The evaluator will present the bargaining unit member with a summative Evaluation Performance Rating in accordance with the published evaluation plan using the appropriate form.

### *7.12 Response and Review*

The bargaining unit member shall have the right to attach, at any time, comments to any formal evaluation or other materials placed in the member's personnel file, exclusive of privileged material. Within ten (10) days following the Summative Conference, the bargaining unit member may request in writing that the evaluation be reviewed jointly by the Superintendent of Schools or designee and the president of the Association or designee. The review request shall include the specific reasons for the review and a copy of the written evaluation summary. The parties will conduct a review of the evaluation within thirty (30) school days of the request, and the employee and evaluator will be advised in writing regarding the outcome of the review.

#### *7.13 Peer Coach*

A Peer Coach will be assigned to assist any tenured bargaining unit member who receives a Summative Rating of "Needs Improvement." To qualify as a Peer Coach, the bargaining unit member must have received a minimum of four (4) consecutive "Excellent" Summative Ratings on their own evaluations and must have completed the Evaluator Training and Certification process. The Peer Coach will be selected by the evaluator, teacher in need of assistance, a representative from the REA, and the Superintendent. The role of the Peer Coach is to assist with the implementation of the Professional Development Plan developed by the evaluator and the bargaining unit member under evaluation. Peer Coaches will be paid a stipend equal to \$37.50 per hour, with the assumption that peer coaches will work an average of one (1) additional hour per week.

#### *7.14 Evaluation Committee*

The District Evaluation Committee composed of administrators and bargaining unit members shall annually review the evaluation instrument and make recommendations to the administration of any changes in the District evaluation instrument. The committee shall meet as necessary. It is the intention of the parties that the committee shall make recommendations annually to the Association and to the Board regarding the process to be used for evaluation of the bargaining unit members. It is further understood that, if necessary, any recommended changes to the evaluation process adopted by the Board would be agreed to in a memorandum of understanding during the period covered by the existing contract.

#### *7.15 School Code*

The parties acknowledge that this procedure set forth in the article pertains to the evaluation of classroom teaching performance. Nothing herein shall be construed as prohibiting or limiting the normal day-to-day observation and evaluation of a bargaining unit member's general performance as a district employee, nor shall it hinder or limit the right to the Board to terminate the employment of a bargaining unit member under the applicable provision of The Illinois School Code.

#### *ESP Evaluation*

##### *7.16 ESP Employee Evaluation*

The ESP shall be given a copy of his/her job description and the evaluation form. Support staff shall be evaluated annually. The evaluation of the employee will be based upon the job description and all matters enclosed in the evaluative form given to the employee. The evaluator shall have an evaluation conference with the ESP to discuss the results of the written evaluation.

#### *7.17 ESP Employee's Right to Respond*

Following the evaluation conferences for ESP, the employee shall sign and be given a copy of the evaluation instrument prepared by the evaluator. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation, only that the evaluation has been discussed.

An employee may submit additional comments to the written evaluation if he/she so desires. The evaluator will sign the response acknowledging that he/she has read the material but in no case shall the evaluator's signature be construed to mean that he/she necessarily agrees with the employee's written comments. A copy of the employee's response will be provided to the evaluator and/or immediate supervisor.

All written evaluations and the employee's comments are to be placed in the employee's personnel file.

#### *7.18 Recommendations (ESP)*

Not later than sixty (60) days before the close of each school term, the building principal, immediate supervisor, or evaluator shall complete a written evaluation report to make recommendations to the superintendent to employ or not employ each probationary teacher.

#### *7.19 Use of Informal Evaluation (ESP)*

Agreeing to the procedures delineated above does not limit the right of management to utilize, for considering the competence of any employee, informal observations of employees' activities during the workday which are not covered in the evaluation instrument.

#### *7.20 Grievability (ESP)*

Any grievance filed relative to this Article shall be limited to violations of the specific procedures as outlined above.

## **Article VIII**

### **Personnel File**

#### *8.1 Conditions and Procedures for Placement of Materials in Personnel File*

Only one official personnel file shall be maintained by the District in the Unit Office. The employee shall be given a copy of any evaluative material prior to placing the material in the employee's personnel file.

#### *8.2 Right to Respond to Materials in File*

An employee shall have the right to respond to any material entered into the employee's personnel file and attach such response to the file.

#### *8.3 Right to Examine*

Each employee shall have the right to review and respond to the contents of said employee's personnel file in accordance with the Personnel Records Review Act 820 ILCS 40. If requested by the employee, a representative of the Ridgeview Education Association may accompany the employee during the review of his/her personnel file.

#### *8.4 Right to Reproduce Material in File*

If requested by the employee, the administration shall provide at no charge, one (1) copy of any material in an employee's personnel file. The cost of any additional copies shall be paid by the employee.

# Article IX

## Seniority

### *9.1 Definition of Seniority-Teachers*

Seniority shall be the length of the teacher's service upon earning tenure in the District and beginning four (4) years from employment by Board of Education action. Less than full-time consecutive years of employment earned after achieving tenure shall be counted on a prorata basis.

### *9.2 Maintaining and Dissemination of Sequence of Dismissal (SOD)*

SB 7 requires that the Sequence of Dismissal (SOD) list be provided to the REA 75 days before the end of the school year.

### *9.3 Loss of Seniority*

Seniority is lost upon the following:

- A. Resignation
- B. Dismissal for cause
- C. Retirement
- D. Period of layoff as established by this Agreement

### *9.4 Retention and Non-Accrual of Seniority*

Seniority is retained but shall not accrue during the following:

- A. Unpaid leave of absence
- B. Unpaid sick leave

Seniority continues to accrue during the following:

- A. Paid leave of absence
- B. Temporary disability under TRS

### *9.5 Educational Support Personnel (ESP) -Seniority Applicability*

Seniority shall accrue in categories of positions for ESPs. Substitute, temporary, and specialized part-time ESPs shall not accrue seniority. However, once applicable, seniority shall relate back to the first day of employment which led to thirty (30) consecutive days. No seniority shall accrue for a person employed as a substitute for an ESP on leave of absence for one year or less, unless that person continues employment after the return of the ESP on leave. ESPs may accrue seniority in more than one category of position at the same time. No ESP shall accrue more than (1) year of seniority in any year per job category.



#### *9.6 Posting of Seniority List- ESP*

A seniority list shall be posted by February 1, current through that school year. The Association shall be given a copy of the list. ESPs shall have thirty (30) calendar days from the date the list is posted to notify the superintendent/designee of any discrepancies in the seniority list. After the thirty (30) day posting, the list shall be deemed final and no changes shall be permitted in the list until the list is posted the following year. If agreement cannot be reached as to seniority, the grievance procedure shall apply, but shall be limited to seniority for that year.

#### *9.7 Loss of Seniority*

- A. Seniority is lost upon the following:
  - 1. Resignation
  - 2. Dismissal in accordance with this Agreement
  - 3. Retirement
- B. Seniority is retained but shall not accrue during the following:
  - 1. Unpaid leave of absence
  - 2. Unpaid sick leave
  - 3. Period of layoff as established by this Agreement
- C. Seniority continues to accrue during the following:
  - 1. Paid leave of absence
  - 2. Temporary disability under IMRF

#### *9.8 Transfer Effect Upon Seniority*

When the ESP is transferred from one category of position to another, either by ESP request, administrative or Board action, the ESP shall retain any accrued seniority in that category of position. An ESP subject to layoff shall have the right to bump another ESP who has less seniority in any category of position than the ESP subject to layoff.

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

#### *9.9 Categories*

Categories shall be as follows:

Bus Driver (requires CDL and bus driver permit), Bus Monitor, Custodian, Maintenance, Head Cook, Kitchen/Cafeteria Worker, Secretary, Teacher Aide, Technology Specialist, School Nurse

#### *9.10 Seniority Measurement*

Seniority shall be measured in terms of years.

### 9.11 *Accruing Seniority*

Starting July 1, 1998 the following shall apply to ESP:

- A. ESP regularly scheduled to work over four (4) hours per day shall gain one (1) full year of seniority for each 175 days worked in a fiscal year.
- B. ESP regularly scheduled to work four (4) hours or less and more than two (2) hours per day shall gain one-half ( $\frac{1}{2}$ ) year of seniority for each 175 days worked in a fiscal year.
- C. Bus drivers/van drivers regularly scheduled to work a full route or two (2) runs shall gain one (1) full year of seniority for each 175 days worked in a fiscal year.
- D. Bus drivers/van drivers regularly scheduled to work one-half ( $\frac{1}{2}$ ) of a route one (1) run shall gain one-half ( $\frac{1}{2}$ ) year of seniority for each 175 days worked in a fiscal year.
- E. A route for bus drivers is a regularly scheduled morning and afternoon pick-up and delivery of students. A run is one-half ( $\frac{1}{2}$ ) of a route.  
For example: The ECE or Pre-K run picks up children and delivers them to school.
- F. An ESP who works nine (9) or more months shall accrue one (1) year of seniority. No ESP shall accrue more than one (1) year of seniority in a year per job category.

## Article X

### Reduction of Staff-Teachers

#### *10.1 Procedures for Staff Reduction*

##### A. Notification of Honorable Reduction in Force

If the Board decides to reduce the number of teachers, the teachers who are subject to removal shall receive notice by registered mail at least forty-five (45) days before the end of the school term together with a statement of honorable dismissal and the reason thereof. Teacher dismissal will be based on the teacher's areas of qualification/certification, performance evaluation, and district seniority.

##### B. Teacher on Leave of Absence

Teachers who are on an approved leave of absence shall be subject to this Article.

#### *10.2 Re-Employment Procedures-After Lay-off-Teachers*

Any teacher who has been honorably dismissed pursuant to this article shall have recall rights as follows:

##### A. Recall Rights

As per THE IL SCHOOL CODE AND IL COMPILED STATUTES, recall rights shall be retained for a period of one (1) year.

##### B. Retained Rights After Recall

Any tenured teacher who accepts the tender of vacancy within one (1) calendar year shall not lose any accumulated sick leave, salary schedule position or seniority he/she earned prior to being honorably dismissed.

##### C. Recall

If a vacancy occurs during the recall period, the teacher with the highest performance evaluation rating shall be offered the position provided he/she is legally qualified to teach the entire position.

##### D. Notification of Recall

A letter of recall, stating the position available in which the teacher is legally qualified to teach, shall be mailed by the employer to the teacher's last known address on file with the district.

##### E. Teacher's Obligation to Respond to Recall

A teacher may elect not to accept a vacancy during his/her recall period. In such case, the employer will offer the vacant position to the next teacher who is legally qualified. A teacher has the authority to reject such notification only once. After the teacher rejects such notification, he/she must accept the next available position he/she is legally qualified to teach. If the teacher does not accept the position the second time, he/she waives any right to further employment in the district. Failure to respond within ten (10) days of receipt of the letter of recall shall result in termination of the teacher's right to recall.

##### F. Change of Address

Teachers are responsible to inform the district office of any change in the teacher's address.

##### G. Temporary Positions

If a temporary position for which a teacher is legally qualified to teach becomes available during a teacher's recall period, such position shall be offered the teacher. Acceptance or refusal of a temporary position will not affect the recall rights of the teacher.

### *10.3 Notification to Association -Educational Support Personnel (ESP)*

Should the Board of Education determine to reduce the total number of ESPs or discontinue a particular educational support service, the Board or Superintendent shall notify the Association and the employee at least thirty (30) days before the ESP is removed or dismissed.

### *10.4 Notice to ESP*

ESPs shall be dismissed or have hours reduced on the basis of seniority within categories of position. No layoff or reduction in hours shall be deemed to occur if there is no reduction in pay. For bus drivers, only reduction or elimination of a regular a.m. and p.m. route will require the 30-day notice.

### *10.5 Recall*

ESP whose position is terminated shall have recall rights for a period of one (1) calendar year, measured from the first day of the official notice by the Board of Education.

#### A. Notice of Recall

An ESP subject to recall shall be notified in writing of the vacant position. Should the most senior ESP refuse to accept a vacant position within seven (7) calendar days of receipt of notice, that ESP's recall rights shall be terminated. The position shall be offered to the next senior ESP with recall rights who is qualified to fill same category position. An ESP on layoff must notify the superintendent of any change of address.

#### B. Retained Rights after Recall

Recalled ESP shall have the accumulated sick leave, salary schedule position, and seniority they had when honorably dismissed.

# Article XI

## Vacancies and Transfers

### *11.1 Involuntary Transfers*

#### A. Definition

“Involuntary transfer” occurs when there is relocation of staff personnel to another school due to pupil distribution, instructional requirements, or for other reasons.

#### B. Procedures

1. When it is necessary to involuntarily transfer employees, to the extent possible, all volunteers, if acceptable to the administration, shall first be considered.
2. If no acceptable volunteers apply, the administration shall have the authority to make such involuntary transfers.

#### C. Involuntary Transfer of ESP

“Involuntary transfer” occurs when there is relocation of staff personnel to another school due to pupil distribution, instructional requirements, or for other reasons. Involuntary transfer of ESP from one category to another shall not result in a decrease in pay.

### *11.2 Vacancy*

#### A. Posting of Notice

If the Board of Education elects to fill a vacant position, the administration shall post the position on the district website. An email notice shall be sent to the REA president and any individuals who have signed up to receive said notices. This provision applies to all vacancies and/or newly created positions within the scope of the bargaining unit.

#### B. Application Procedure

Any employee is eligible to apply for a vacancy or newly created position, and any employee shall have the right to meet with the Superintendent and/or his/her designee to discuss his/her qualifications and interest in the position.

## Article XII

### Employee Compensation and Fringe Benefits

#### 12.1 Sheltering of Retirement

A. According to authority granted by the Pension Reform Act of 1974, Section 414(h) of the Internal Revenue Code, the Board of Education agrees to pay the current percent to the Teacher Retirement System on behalf of each teacher, from the established salary schedule Appendix A. In addition, the Board will pay on behalf of each teacher the current percent (9.4%) from the established salary schedule Appendix A to the Teacher Retirement System for THIS fund (Teacher Health Insurance Security Fund). Should any of the above be declared improper by the IRS ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

B. According to the Authority granted by the Pension Reform Act of 1974 of the Internal Revenue Code and Public Act 81-5136, Illinois Revenue State, Ch 108- ½, par 7-173.2, the Board of Education agrees to pay out of the above salary schedule four and one-half percent (4.5%) of each ESP's salary in Appendix B to the Illinois Municipal Retirement Fund (IMRF) on behalf of each employee as a tax sheltered direct contribution. Should any of the above be declared improper by an IRS ruling or opinion or by a court of competent jurisdiction, that clause or portion thereof shall be deleted to the extent that it violates the ruling or opinion.

#### 12.2 Board Paid Insurance

##### A. Amount of Board Contribution

The Board of Education shall contribute towards employee group health insurance for calendar year 2019 as per the following chart. The Board's contribution shall be increased (or decreased) based upon the percentage premium increase (or decrease) at each annual renewal.

Employee Classification	Hours/week	Days/year (minimum)	Board Health Insurance Contribution
Full-Time Teacher	NA	NA	\$556
ESP	40	175	\$556
ESP	30-39	175	\$519
ESP	25-29	175	\$445
ESP	20-24	175	\$370

The Board's health insurance contribution for part-time teachers shall be prorated based upon the teacher's appointment. Part-time teachers must have at least a 0.5 FTE appointment to qualify for group health insurance.

Staff members will not be compensated for the difference if they choose a health insurance plan with a premium and HSA contribution amount less than the agreed upon maximum Board contribution. If the Board's contribution exceeds the premium and HSA contribution amounts for a plan selected by an employee, the difference between the cost of the premium and HSA contribution amounts and the maximum Board contribution may be used towards family coverage premiums when applicable.

**B. Coverage**

All questions concerning the eligibility in the District's insurance program shall be determined by the insurance carrier.

**C. Insurance Carrier**

If the Association or other affected employees request, a committee consisting of not more than five (5) members of the Association and five (5) members of the Board/Administration shall meet to discuss any changes in the current insurance carrier. The Board shall make the final decision as to the insurance carrier.

**D. Board Paid Section 125 Plan**

The Board shall provide at no cost to the 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 all rules and regulations of the Internal Revenue Code regarding the sheltering of such contributions. The Board of Education 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 Service ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent it violates the ruling or opinion. Any individual financial liability because of an adverse ruling by the Internal Revenue Service shall be borne by the individual employee. The Board will pay only the monthly premium for each employee participating in the plan.

*12.3 Mileage*

Employees who are required to travel by the administration shall be paid the standard IRS business mileage rate.

*12.4 Pay Dates*

Employees will be paid twice a month. Payroll will be issued on the 14<sup>th</sup> and 28<sup>th</sup> of each month. If either of these dates is on a Saturday, Sunday, or Holiday, payroll will be issued on the preceding workday. All employees shall use direct deposit. The first pay period of the year will be August 28<sup>th</sup>.

*12.5 Salary Schedule*

The Teachers' Salary Schedule shall be attached to and incorporated into this Agreement as Appendix A and B. The salary shall be based on a work year of one hundred eighty (180) teacher responsibility days.



ESP-July 1<sup>st</sup> shall be the anniversary date for determining placement on the schedule. ESP initially employed prior to December 31, in his/her first year of employment, shall be given credit for one full year of employment on the schedule. Employment shall be defined as the first day the employee is paid for his/her duties. For example, an employee initially employed January 1 shall not receive a step increase until July 1 of the following year.

#### *12.6 Extra-Duty Schedule*

An extra-duty schedule shall be attached to and incorporated into this Agreement as an Appendix.

#### *12.7 Advancement on the Teacher Salary Schedule*

Teachers who earn credit in graduate and undergraduate courses may advance horizontally on the salary schedule provided the following requirements have been met:

- A. The teacher shall present a request for course subject approval to the superintendent in advance.
- B. The superintendent may accept or reject a course for any or all of the following reasons:
  - 1. Its pertinence to the area of education
  - 2. Its relevance to subject(s) taught
- C. When a request for course subject approval is submitted to the superintendent, said request shall be granted or rejected within ten (10) days of its submission. If the request is rejected, the superintendent shall notify the teacher in writing of the reasons for the rejection.
- D. Once advance approval for the course is given and the course is completed, the following conditions must be met prior to the teacher receiving the appropriate salary schedule placement:
  - 1. All hours must be earned at an accredited institution of higher learning.
  - 2. Satisfactory completion of a course must be demonstrated by either a grade card or other writing bearing the course instructor's signature submitted to the superintendent by September 1<sup>st</sup>.
  - 3. An official transcript from the institution demonstrating successful completion must be on file in the district unit office as soon as it becomes available.
- E. Teachers shall be advanced at the appropriate earned step on the salary schedule only at the beginning of the academic year.

#### *12.8 Professional Development Stipend*

The district values providing staff members opportunities to share their expertise and knowledge with fellow educators. Any staff member may make a proposal to the administration regarding the creation and implementation of professional development opportunities. This includes, but is not limited to, in-service presentations. Building principal and staff members will work together to determine hours of involvement. Employees will be reimbursed at the rate of \$23/hour.

#### *12.9 Mentoring Stipend*

Mentoring Program: The Administration will choose a mentor leader and will assign mentors to beginning teachers as deemed necessary.

Mentor Leader: One staff person will organize and oversee the mentoring program. Duties include checking in regularly with mentors, confirming that the mentoring program is being properly implemented, organizing and leading meetings with beginning teachers and mentors, and working with administration to provide additional resources/assistance to beginning teachers. The mentor leader will receive 1% of the base salary per academic year.

Teacher Mentor: All teachers chosen by the administration to formally mentor a beginning teacher as part of the mentoring program shall receive 1% of the base salary per academic year.

#### *12.10 Continuing Education Stipend*

Teachers will be reimbursed for \$100/credit hour for up to 9 hours/year pending course approval from the superintendent.

#### *12.11 Military Credit*

Credit on the salary schedule shall be allowed for military service prior to an employee's employment with the district. A maximum of two (2) years' credit shall be allowed for such prior service. The paragraph only relates to prior military service and does not affect the rights of employees to salary schedule credit when employment has been interrupted either for voluntary service or through selective service in the military.

#### *12.12 Retirement Incentive*

A. An employee tendering an irrevocable letter of resignation to a Teacher Retirement System (TRS) Retirement program on a date certain in the future in conformance with the following conditions shall be eligible for a retirement incentive in up to each of his or her final three (3) years of teaching service subject to the following conditions:

- 1) The teacher shall have a minimum of fifteen (15) years of continuous full-time service in the Ridgeview C.U.S.D. #19 on the intended date of retirement.
- 2) The teacher shall be at least sixty (60) years of age on or before December 31 of the year of retirement or will be at least fifty-five (55) years of age and will have at least thirty-five (35) years of creditable service and will not retire under the statutory Early Retirement Option.
- 3) The teacher shall have tendered to the Board a binding, irrevocable resignation for a date certain in the future. The teacher's notice may be given up to three (3) years prior to retirement or by September 1<sup>st</sup> during the year up to and including the school year of retirement. The pre-retirement period may be from one (1) to three (3) years in length depending upon the date the letter of resignation is received by the Board and the specified date of retirement.

"TRS creditable earnings," wherever that phrase is used in the entirety of this provision (Retirement Incentive Award Payment), shall mean total TRS creditable earnings including pension payment.

This agreement presumes the teacher will fully perform all his or her duties during the term of this agreement. Any reduction in teaching performance (dock days or leave of absence without pay, for

example) during the term of this agreement shall result in a corresponding reduction in salary and benefit amount.

In exchange for the teacher's binding, irrevocable resignation on a date certain, the District agrees to remove the teacher from the salary schedule and for each year of eligibility, the teacher's TRS creditable earnings will be increased by three percent (3%) over the teacher's TRS creditable earnings for the prior year of employment except as otherwise provided herein.

Examples:

A teacher applies for the award one year before retirement. The teacher's TRS creditable earnings for 2019-2020 were \$40,000. The teacher's final year TRS creditable earnings (2020-2021) will be \$41,200 ( $\$40,000 \times 1.03 = \$41,200$ ).

A teacher applies for the award three years before retirement. The teacher's TRS creditable earnings for the 2019-2020 school year were \$40,000. The teacher's first year TRS creditable earnings will be \$41,200 ( $\$40,000 \times 1.03 = \$41,200$ ). The teacher's second year TRS creditable earnings will be \$42,024 ( $\$41,200 \times 1.03 = \$42,024$ ). The teacher's final year TRS creditable earnings will be \$43,284 ( $\$42,024 \times 1.03 = \$43,284$ ).

If a teacher has an extra duty obligation at the commencement of the retirement incentive program and ceases to perform those services during the retirement incentive program period, the calculation of the teacher's three percent (3%) increase shall be reduced by the amount of the extra duty compensation.

Example:

A teacher applies for the award three years before retirement. The teacher's creditable earnings for the 2019-2020 school year were \$40,000. The teacher's first year creditable earnings will be \$41,200 ( $\$40,000 \times 1.03 = \$41,200$ ). The teacher's second year creditable earnings will be \$42,024 ( $\$41,200 \times 1.03 = \$42,024$ ). The teacher ceases to perform an extra duty assignment in his or her final year of employment for which he or she would have been paid \$2,000 (TRS creditable earnings). The teacher's final year creditable earnings will be \$45,640 ( $\$42,024 \times 1.03 = \$43,284 - \$2,000 = \$41,284$ ).

Once an irrevocable letter of retirement is submitted, the employee will not be assigned, nor may an employee apply for or assume any additional duty (extra duty or additional work hours, days, weeks or months) that would increase the employee's TRS gross income above the three percent (3%) provided for herein.

If a teacher fails to complete the pre-retirement period, leaves the District prior to the designated retirement date or otherwise retires under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies not contemplated herein to TRS, the District shall be entitled to damages for breach of contract against the teacher in an amount equal to the retirement award payment received by the teacher, including tax and retirement withholdings. Upon complete reimbursement of such amount to the District, the teacher shall be entitled to any general wage increase that would have been applicable during the pre-retirement period.

In no event will a teacher subject to this provision receive an increase in any year covered by this provision of TRS creditable earnings in excess of three percent (3%) of the prior year's TRS creditable earnings.

Status quo in the event of a change in the law or a rules change or interpretation by TRS subsequent to the incorporation of this provision into any contract shall be compliance with this provision (to the extent possible

without penalty or additional cost to the District) but under no circumstances shall status quo be interpreted to require the District to incur any assessment or penalty not contemplated by the parties at the time this provision was bargained. No penalty of any kind except as expressly and explicitly provided for herein was contemplated by the parties at the time this provision was bargained. If and when bargaining begins pursuant to a demand to bargain (resulting from a change in the law, rules change or interpretation by TRS) and if and when no agreement can be reached on the issue, the employer shall not be required to distribute any monies in a fashion that would result in any increased cost to the District due to a TRS assessment or penalty resulting from the change in the law or a rules change or interpretation by TRS or legislative change beyond the negotiated contribution amount paid on behalf of the employee (9.4% of creditable earnings up to 103% of the previous year's TRS gross; all as permitted without penalty) including any incentive amount that would not result in additional assessment or penalty.

This provision is tentatively agreed to and ratified with the understanding that it will be submitted to TRS for review to obtain reasonable assurance from TRS that the District will incur no penalties or additional assessments resulting from it, and that it is not otherwise problematic to TRS. If TRS should have objections or advises that the District will incur penalties by reason of this paragraph, then before this provision becomes effective it shall be revised through the negotiation process as necessary based upon findings from TRS and resubmitted and revised until reasonable assurance from TRS is obtained.

#### B. Early Retirement Option

Only one employee per year will be allowed to utilize the ERO option.

#### C. Sick Leave Balloon Option

Retiring teachers may petition the Board of Education for up to 75 additional sick leave days for the purpose of allowing the teacher to count their accumulated sick leave towards the teacher's creditable service to TRS. In order for a teacher to receive the additional sick leave days, the teacher must submit the request along with the irrevocable letter of resignation as stipulated in 12.11 (A) 3.

### *12.13 Retirement Benefit Options ESP*

#### A. Qualifications for Retirement Benefit Options:

1. Any ESP with 8 years of IMRF creditable service, eligible for IMRF benefits.
2. At least 55 years of age by the time of retirement, or by not later than December 31 of the same year.
3. Completed or completing 15 or more years of creditable service with Ridgeview CUSD #19.
4. Irrevocable letter of resignation presented to the Ridgeview Board of Education, which indicates the school year of intended retirement. The applicable letter must be received by May 1 of the appropriate year, based upon Options 1 and 2, outlined below, which are designed to enable the school district to not be required to pay a retirement penalty according to IMRF Code.
5. Upon occurrence of a life-changing event, e.g. death of spouse, grave illness of a child, etc., the prospective retiree may petition the Board to be released from the retirement resignation.
6. The Board will approve up to three (3) retirements per school year. Any amount over three (3) will be subject to board review. Review will be based on seniority.

#### B. Option #1

The retirement bonus payment shall be computed using the following formula  $\$20.00 \times$  number of unused sick leave days.

Using IMRF early retirement with one (1) year or a total of 240 days converted sick time and taking the bonus payment for the remainder of the unused sick time.

C. Option #2

Not having IMRF and getting paid for unused sick days up to 250 days.

## Article XIII

### Grievance Procedure

#### *13.1 Definitions*

A. A grievance is a claim by the Association, an employee, or group of employees that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

B. All time limits shall consist of school days, except when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall double, and shall consist of all weekdays (i.e., Monday through Friday, exclusive of holidays).

C. Nothing contained herein shall be construed as limiting the right of an employee having a potential grievance to discuss the matter informally with his/her immediate supervisor/principal in an attempt to resolve the grievance. However, this informal step shall not be deemed the filing of a grievance.

#### *13.2 Procedure*

##### A. Step 1

The grievant or Association shall present the grievance in writing within thirty-five (35) days of the occurrence of the event or the employee's knowledge thereof, whichever is later, giving rise to the grievance specifying the article and clause alleged to have been violated and stating the remedy sought, to the employee's immediate supervisor. The immediate supervisor shall arrange for a meeting to take place within ten (10) days after receipt of the grievance. The immediate supervisor shall provide a written answer to the grievance of the aggrieved employee within twenty-five (25) days after the above scheduled meeting.

##### B. Step 2

If the grievance is not resolved at Step 1, the grievant or Association may refer the grievance to the superintendent within ten (10) days after the receipt of the Step 1 answer. The superintendent shall arrange for a meeting to take place within ten (10) days of his/her receipt of the appeal. The superintendent shall provide a written answer to the grievant and Association within twenty-five (25) days after the scheduled meeting.

##### C. Step 3

If the grievance is not resolved at Step 2, the grievant or Association may refer the grievance to the Board of Education within ten (10) days after the receipt of the Step 2 answer. The Board shall cause a meeting to be held within fifteen (15) days for the purpose of discussing the grievance. The Board shall render its decision within twenty-five (25) days after the scheduled meeting.

D. Step 4

If the Association is not satisfied with the disposition of the grievance at Step 3, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association which shall act as administrator of the proceedings. If both parties mutually agree in writing, Expedited Arbitration Rules of the American Arbitration Association may be used instead of the Voluntary Labor Arbitration Rules. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 3 decision, then the grievance shall be deemed withdrawn.

1. Cost of Arbitration

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

2. Acceptance of Decision

The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall have no power to modify, add, nullify, add to or subtract from the Agreement, but shall be limited to interpreting this Agreement based upon the grievance submitted to him/her so as to determine only those issues which are necessarily presented by the grievance.

*13.3 Failure to Act*

Failure of an employee or the Association to act on any grievance within the prescribed time limits will bar any further appeal. Also, if the Board or its designee fails to respond to a grievance within the prescribed time limit, the grievance will proceed to the next step. Time limits may be extended by mutual consent.

*13.4 Bypass*

If Superintendent and Association mutually agree, any step of the grievance procedure may be bypassed.

*13.5 Grievance Withdrawal*

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

*13.6 Class Grievance*

Class grievances involving one or more employees may be initially filed by the Association at Step 1 of the grievance procedure.

*13.7 No Reprisals*

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

## **Article XIV**

### **Effect of the Agreement**

#### *14.1 No Strike/No Lockout*

During the terms of the Agreement, employees represented by the Association agree not to strike, engage in or support or encourage any concerted refusal to render full and complete services in the school district or engage in or support any activity whatsoever which would disrupt in any manner the operation of the schools.

During the term of the Agreement, the Board shall not lockout any member of the Association.

#### *14.2 Complete Understanding*

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

#### *14.3 Individual Contracts*

Any individual contract between the Employer and an individual employee shall be consistent with the terms and conditions of this Agreement.

#### *14.4 Savings Clause*

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



## Appendix A Extra Duty Schedule

For each three years of experience in the same extra-curricular activity (example head to assistant coach would not constitute a change of positions), shall increase one percent (1%).

<u>Position</u>	<u>Range %</u>
Athletic Director	12-17%
Athletic Contest Supervisor	\$60.00/Contest
Baseball Head	8-12%
Assistant	5-8%
Basketball (Boys) Head	12-17%
Assistant	10-12%
Second Assistant	8%
Basketball (Girls) Head	12-17%
Assistant	10-12%
Second Assistant	8%
Football Head	12-17%

<b>Assistant</b>	<b>10-12%</b>
<b>Second Assistant(s)</b>	<b>8%</b>
<b>Cheerleading - Football</b>	<b>3-5%</b>
<b>Cheerleading-Basketball</b>	<b>5-7%</b>
<b>Competitive Cheer</b>	<b>4-6%</b>
<b>Golf</b>	<b>5-7%</b>
<b>Softball Head</b>	<b>8-12%</b>
<b>Assistant</b>	<b>5-8%</b>
<b>Track (Boys) Head</b>	<b>8-12%</b>
<b>Assistant</b>	<b>5-8%</b>
<b>Track (Girls) Head</b>	<b>8-12%</b>
<b>Assistant</b>	<b>5-8%</b>
<b>Volleyball Head</b>	<b>12-17%</b>
<b>Assistant</b>	<b>10-12%</b>
<b>Second Assistant</b>	<b>8%</b>
<b>Wrestling Head</b>	<b>12-17%</b>
<b>Assistant</b>	<b>10-12%</b>
<b>High School Class Related Clubs</b>	<b>Range %</b>

<b>Scholastic Bowl</b>	<b>4-6%</b>
<b>FCCLA</b>	<b>4-6%</b>
<b>FFA</b>	<b>12-17%</b>
<b>Library Club</b>	<b>1-2%</b>
<b>SADD</b>	<b>1-2%</b>
<b>Spanish Club</b>	<b>1-2%</b>
<b>Head Class Sponsors Senior, Sophomore, Freshman</b>	<b>2%</b>
<b>Junior Head Class Sponsor</b>	<b>3%</b>
<b>Assistant Class Sponsor (4 positions)</b>	<b>1%</b>
<b>*If Senior Class Trip occurs in the school year, then a 3% of base salary stipend will be paid.</b>	
<b>Fall Play Director</b>	<b>5-7%</b>
<b>Assistant Play Director</b>	<b>2-4%</b>
<b>Musical Director(Head) (Instrumental Teacher)</b>	<b>5-7%</b>
<b>Assistant Musical Director (Vocal Teacher)</b>	<b>4-6%</b>
<b>WYSE</b>	<b>1%</b>
<b>Art Club</b>	<b>1-2%</b>
<b>Science Fair</b>	<b>1-2%</b>
<b>NHS</b>	<b>2-4%</b>

**STEM Club** 1-2%

**High School Miscellaneous** **Range %**

**Instrumental Teacher** 9-14%

**Vocal Teacher** 3-7%

**Flag Coordinator** 5-7%

**Theater Club** 1-2%

**Student Council** 5-7%

**Yearbook Sponsor** 6-8%

**Pom Pon Sponsor** 4-6%

**Junior High School Interscholastic Activities** **Range %**

**Baseball Head** 6-9%

**Assistant** 4-6%

**Softball Head** 6-9%

**Assistant** 4-6%

**Basketball 8<sup>th</sup> Grade Boys/Girls** 7-10%

**Basketball 7<sup>th</sup> Grade Boys/Girls** 6-9%

**Cheerleading** 2-4%

<b>Track Boys/Girls</b>	<b>6-9%</b>
<b>Volleyball 8<sup>th</sup> Grade</b>	<b>7-10%</b>
<b>Volleyball 7<sup>th</sup> Grade</b>	<b>6-9%</b>
<b>Scholastic Bowl</b>	<b>4-6%</b>
<b>Student Council</b>	<b>2-3%</b>
<b>STEM Club</b>	<b>1-2%</b>
<b>Wrestling Coach</b>	<b>7-10%</b>
<b>Assistant Coach</b>	<b>4-6%</b>

<b>Vocal Teacher</b>	<b>1%</b>
<b>Elementary Music Teacher</b>	<b>1%</b>

**Extended Contracts**

<b>Computer Coordinator</b>	<b>186 days</b>
<b>Guidance and Counseling</b>	<b>9.5 months</b>
<b>Agriculture Teacher</b>	<b>10.0 months</b>
<b>Librarian/Media Specialist</b>	<b>9.5 months</b>

<b>Driver Education Teacher (extra driving)</b>	<b>\$23/hour*</b>
<b>Summer School Teacher</b>	<b>\$23/hour*</b>
<b>Homework Help/After School Tutoring</b>	<b>\$23/hour*</b>
<b>Standardized Test Remediation</b>	<b>\$23/hour*</b>
<b>Saturday Detention</b>	<b>\$20/hour</b>
<b>Weight Room Supervision</b>	<b>\$12.50/hour</b>
<b>Driving by Teacher/Sponsor</b>	<b>\$12.00/hour (drive time only, minimum 1 hour</b>

If the Board of Education elects not to continue an activity as listed in the extra-duty schedule, it will notify the affected employee and the Association by July 15 preceding the beginning of the school year. If an activity is reinstated by the Board of Education, then the affected employee (head coach) and the Association will be notified at least 30 days prior to the beginning of the activity. If the employee elects to resign a position, the employee will notify the administration at least 30 days prior to the beginning of the activity.

## **Appendix B Certified Staff Salary Schedule**

### *9.1 Salary Schedule Placement*

As staff are placed into the new salary schedules, the administration, Board, and REA will work collaboratively to ensure that all staff members are placed into an appropriate cell that reflects a reasonable “step” increase for experience while taking into account current salaries and additional stipends.

<b>YEAR 1</b>					
		White	Gray		
	Base	Exp Step	Exp Step	Ed Step	
	38,400	1500	500	2500	

	BA	BA + 15	MA	MA + 15	MA + 30
1	38,400	40,900	43,400	45,900	48,400
2	39,900	42,400	44,900	47,400	49,900
3	41,400	43,900	46,400	48,900	51,400
4	42,900	45,400	47,900	50,400	52,900
5	44,400	46,900	49,400	51,900	54,400
6	45,900	48,400	50,900	53,400	55,900
7	47,400	49,900	52,400	54,900	57,400
8	48,900	51,400	53,900	56,400	58,900
9	50,400	52,900	55,400	57,900	60,400
10	51,900	54,400	56,900	59,400	61,900
11	53,400	55,900	58,400	60,900	63,400
12	54,900	57,400	59,900	62,400	64,900
13	56,400	58,900	61,400	63,900	66,400
14	57,900	60,400	62,900	65,400	67,900
15	59,400	61,900	64,400	66,900	69,400
16	59,900	63,400	65,900	68,400	70,900
17	60,400	64,900	67,400	69,900	72,400
18	60,900	66,400	68,900	71,400	73,900
19	61,400	66,900	70,400	72,900	75,400
20	61,900	67,400	71,900	74,400	76,900
21	62,400	67,900	72,400	75,900	78,400
22	62,900	68,400	72,900	77,400	79,900
23	63,400	68,900	73,400	78,900	81,400
24	63,900	69,400	73,900	79,400	81,900
25	64,400	69,900	74,400	79,900	82,400
26	64,900	70,400	74,900	80,400	82,900
27	65,400	70,900	75,400	80,900	83,400
28	65,900	71,400	75,900	81,400	83,900
29	66,400	71,900	76,400	81,900	84,400
30	66,900	72,400	76,900	82,400	84,900
<b>YEAR 2</b>					
		White	Gray		
	Base	Exp Step	Exp Step	Ed Step	
	38,900	1500	500	2500	
	BA	BA + 15	MA	MA + 15	MA + 30
1	38,900	41,400	43,900	46,400	48,900

2	40,400	42,900	45,400	47,900	50,400
3	41,900	44,400	46,900	49,400	51,900
4	43,400	45,900	48,400	50,900	53,400
5	44,900	47,400	49,900	52,400	54,900
6	46,400	48,900	51,400	53,900	56,400
7	47,900	50,400	52,900	55,400	57,900
8	49,400	51,900	54,400	56,900	59,400
9	50,900	53,400	55,900	58,400	60,900
10	52,400	54,900	57,400	59,900	62,400
11	53,900	56,400	58,900	61,400	63,900
12	55,400	57,900	60,400	62,900	65,400
13	56,900	59,400	61,900	64,400	66,900
14	58,400	60,900	63,400	65,900	68,400
15	59,900	62,400	64,900	67,400	69,900
16	60,400	63,900	66,400	68,900	71,400
17	60,900	65,400	67,900	70,400	72,900
18	61,400	66,900	69,400	71,900	74,400
19	61,900	67,400	70,900	73,400	75,900
20	62,400	67,900	72,400	74,900	77,400
21	62,900	68,400	72,900	76,400	78,900
22	63,400	68,900	73,400	77,900	80,400
23	63,900	69,400	73,900	79,400	81,900
24	64,400	69,900	74,400	79,900	82,400
25	64,900	70,400	74,900	80,400	82,900
26	65,400	70,900	75,400	80,900	83,400
27	65,900	71,400	75,900	81,400	83,900
28	66,400	71,900	76,400	81,900	84,400
29	66,900	72,400	76,900	82,400	84,900
30	67,400	72,900	77,400	82,900	85,400
<b>YEAR 3</b>					
		White	Gray		
	Base	Exp Step	Exp Step	Ed Step	
	39,500	1500	500	2500	



	BA	BA + 15	MA	MA + 15	MA + 30
1	39,500	42,000	44,500	47,000	49,500
2	41,000	43,500	46,000	48,500	51,000
3	42,500	45,000	47,500	50,000	52,500
4	44,000	46,500	49,000	51,500	54,000
5	45,500	48,000	50,500	53,000	55,500
6	47,000	49,500	52,000	54,500	57,000
7	48,500	51,000	53,500	56,000	58,500
8	50,000	52,500	55,000	57,500	60,000
9	51,500	54,000	56,500	59,000	61,500
10	53,000	55,500	58,000	60,500	63,000
11	54,500	57,000	59,500	62,000	64,500
12	56,000	58,500	61,000	63,500	66,000
13	57,500	60,000	62,500	65,000	67,500
14	59,000	61,500	64,000	66,500	69,000
15	60,500	63,000	65,500	68,000	70,500
16	61,000	64,500	67,000	69,500	72,000
17	61,500	66,000	68,500	71,000	73,500
18	62,000	67,500	70,000	72,500	75,000
19	62,500	68,000	71,500	74,000	76,500
20	63,000	68,500	73,000	75,500	78,000
21	63,500	69,000	73,500	77,000	79,500
22	64,000	69,500	74,000	78,500	81,000
23	64,500	70,000	74,500	80,000	82,500
24	65,000	70,500	75,000	80,500	83,000
25	65,500	71,000	75,500	81,000	83,500
26	66,000	71,500	76,000	81,500	84,000
27	66,500	72,000	76,500	82,000	84,500
28	67,000	72,500	77,000	82,500	85,000
29	67,500	73,000	77,500	83,000	85,500
30	68,000	73,500	78,000	83,500	86,000

# Appendix C ESP Salary Schedule

For Year 1 and Year 2, ESP compensation will increase at a rate of 1.5%. For Year 3, ESP compensation will increase at a rate of 2%.

## Year 1

Lanes	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Position																	
Secretaries	\$17. 87	\$18. 08	\$18. 28	\$18. 48	\$18. 69	\$18. 89	\$19. 09	\$19. 30	\$19. 50	\$19. 70	\$19. 90	\$20. 11	\$20. 31	\$20. 51	\$20. 72	\$20. 92	\$21. 12
Custodians	\$15. 67	\$15. 87	\$16. 08	\$16. 28	\$16. 48	\$16. 69	\$16. 89	\$17. 09	\$17. 30	\$17. 50	\$17. 70	\$17. 90	\$18. 11	\$18. 31	\$18. 51	\$18. 72	\$18. 92
Bus Driver Per Route	\$74. 82	\$75. 54	\$76. 26	\$76. 98	\$77. 70	\$78. 42	\$79. 14	\$79. 86	\$80. 58	\$81. 30	\$82. 02	\$82. 74	\$83. 46	\$84. 18	\$84. 90	\$85. 63	\$86. 35
Van/Car driver per route	\$17. 03	\$17. 23	\$17. 44	\$17. 64	\$17. 84	\$18. 05	\$18. 25	\$18. 45	\$18. 66	\$18. 86	\$19. 06	\$19. 26	\$19. 47	\$19. 67	\$19. 87	\$20. 08	\$20. 28
Bus Monitor	\$11. 07	\$11. 19	\$11. 30	\$11. 41	\$11. 52	\$11. 63	\$11. 74	\$11. 86	\$11. 97	\$12. 08	\$12. 19	\$12. 30	\$12. 41	\$12. 53	\$12. 64	\$12. 75	\$12. 86
Maintenance	\$21. 49	\$21. 69	\$21. 89	\$22. 10	\$22. 30	\$22. 50	\$22. 71	\$22. 91	\$23. 11	\$23. 31	\$23. 52	\$23. 72	\$23. 92	\$24. 13	\$24. 33	\$24. 53	\$24. 74
Kitchen / Cafeteria	\$13. 28	\$13. 43	\$13. 58	\$13. 73	\$13. 89	\$14. 04	\$14. 19	\$14. 34	\$14. 49	\$14. 65	\$14. 80	\$14. 95	\$15. 10	\$15. 26	\$15. 41	\$15. 56	\$15. 71
Kitchen / Cafeteria with Certificate	\$14. 74	\$14. 89	\$15. 04	\$15. 19	\$15. 35	\$15. 50	\$15. 65	\$15. 80	\$15. 96	\$16. 11	\$16. 26	\$16. 41	\$16. 56	\$16. 72	\$16. 87	\$17. 02	\$17. 17
Aide	\$16. 54	\$16. 71	\$16. 87	\$17. 03	\$17. 19	\$17. 36	\$17. 52	\$17. 68	\$17. 84	\$18. 01	\$18. 17	\$18. 33	\$18. 49	\$18. 66	\$18. 82	\$18. 98	\$19. 14
Technology Specialist	\$26. 90	\$27. 26	\$27. 63	\$27. 99	\$28. 36	\$28. 72	\$29. 09	\$29. 46	\$29. 82	\$30. 19	\$30. 55	\$30. 92	\$31. 28	\$31. 65	\$32. 01	\$32. 38	\$32. 74
School Nurse	\$30. 52	\$30. 83	\$31. 13	\$31. 43	\$31. 74	\$32. 04	\$32. 35	\$32. 65	\$32. 96	\$33. 26	\$33. 57	\$33. 87	\$34. 18	\$34. 48	\$34. 78	\$35. 09	\$35. 39
Extra Trip Rate	\$14.0 0																
Bus Wash (Per Wash)																	
Large Bus	\$20.4 0																

Small Bus	\$16.32																
Van/Car	\$12.24																

**Year 2**

Lanes	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Position																	
Secretaries	\$18.14	\$18.35	\$18.55	\$18.76	\$18.97	\$19.17	\$19.38	\$19.58	\$19.79	\$20.00	\$20.20	\$20.41	\$20.61	\$20.82	\$21.03	\$21.23	\$21.44
Custodians	\$15.91	\$16.11	\$16.32	\$16.52	\$16.73	\$16.94	\$17.14	\$17.35	\$17.56	\$17.76	\$17.97	\$18.17	\$18.38	\$18.59	\$18.79	\$19.00	\$19.20
Bus Driver Per Route	\$75.94	\$76.67	\$77.40	\$78.13	\$78.86	\$79.60	\$80.33	\$81.06	\$81.79	\$82.52	\$83.25	\$83.98	\$84.72	\$85.45	\$86.18	\$86.91	\$87.64
Van/Car driver per route	\$17.29	\$17.49	\$17.70	\$17.91	\$18.11	\$18.32	\$18.52	\$18.73	\$18.94	\$19.14	\$19.35	\$19.55	\$19.76	\$19.97	\$20.17	\$20.38	\$20.58
Bus Monitor	\$11.24	\$11.35	\$11.47	\$11.58	\$11.69	\$11.81	\$11.92	\$12.03	\$12.15	\$12.26	\$12.37	\$12.49	\$12.60	\$12.71	\$12.83	\$12.94	\$13.05
Maintenance	\$21.81	\$22.02	\$22.22	\$22.43	\$22.63	\$22.84	\$23.05	\$23.25	\$23.46	\$23.66	\$23.87	\$24.08	\$24.28	\$24.49	\$24.69	\$24.90	\$25.11
Kitchen / Cafeteria	\$13.48	\$13.63	\$13.78	\$13.94	\$14.09	\$14.25	\$14.40	\$14.56	\$14.71	\$14.87	\$15.02	\$15.18	\$15.33	\$15.48	\$15.64	\$15.79	\$15.95
Kitchen / Cafeteria with Certificate	\$14.96	\$15.11	\$15.27	\$15.42	\$15.58	\$15.73	\$15.89	\$16.04	\$16.20	\$16.35	\$16.50	\$16.66	\$16.81	\$16.97	\$17.12	\$17.28	\$17.43
Aide	\$16.79	\$16.96	\$17.12	\$17.29	\$17.45	\$17.62	\$17.78	\$17.95	\$18.11	\$18.28	\$18.44	\$18.61	\$18.77	\$18.94	\$19.10	\$19.27	\$19.43
Technology Specialist	\$27.30	\$27.67	\$28.04	\$28.41	\$28.78	\$29.16	\$29.53	\$29.90	\$30.27	\$30.64	\$31.01	\$31.38	\$31.75	\$32.12	\$32.49	\$32.86	\$33.24
School Nurse	\$30.98	\$31.29	\$31.60	\$31.91	\$32.22	\$32.52	\$32.83	\$33.14	\$33.45	\$33.76	\$34.07	\$34.38	\$34.69	\$35.00	\$35.31	\$35.61	\$35.92
Extra Trip Rate	\$14.00																

Bus Wash (Per Wash)																	
Large Bus	\$20.40																
Small Bus	\$16.32																
Van/Car	\$12.24																

### Year 3

Lanes	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Position																	
Secretaries	\$18.51	\$18.72	\$18.93	\$19.14	\$19.35	\$19.56	\$19.77	\$19.98	\$20.19	\$20.40	\$20.61	\$20.82	\$21.03	\$21.24	\$21.45	\$21.66	\$21.87
Custodians	\$16.22	\$16.43	\$16.65	\$16.86	\$17.07	\$17.28	\$17.49	\$17.70	\$17.91	\$18.12	\$18.33	\$18.54	\$18.75	\$18.96	\$19.17	\$19.38	\$19.59
Bus Driver Per Route	\$77.46	\$78.20	\$78.95	\$79.69	\$80.44	\$81.19	\$81.93	\$82.68	\$83.43	\$84.17	\$84.92	\$85.66	\$86.41	\$87.16	\$87.90	\$88.65	\$89.39
Van/Car driver per route	\$17.63	\$17.84	\$18.05	\$18.26	\$18.47	\$18.68	\$18.89	\$19.10	\$19.31	\$19.52	\$19.73	\$19.94	\$20.15	\$20.37	\$20.58	\$20.79	\$21.00
Bus Monitor	\$11.46	\$11.58	\$11.70	\$11.81	\$11.93	\$12.04	\$12.16	\$12.27	\$12.39	\$12.50	\$12.62	\$12.74	\$12.85	\$12.97	\$13.08	\$13.20	\$13.31
Maintenance	\$22.25	\$22.46	\$22.67	\$22.88	\$23.09	\$23.30	\$23.51	\$23.72	\$23.93	\$24.14	\$24.35	\$24.56	\$24.77	\$24.98	\$25.19	\$25.40	\$25.61
Kitchen / Cafeteria	\$13.74	\$13.90	\$14.06	\$14.22	\$14.38	\$14.53	\$14.69	\$14.85	\$15.01	\$15.16	\$15.32	\$15.48	\$15.64	\$15.79	\$15.95	\$16.11	\$16.27
Kitchen / Cafeteria with Certificate	\$15.26	\$15.42	\$15.57	\$15.73	\$15.89	\$16.05	\$16.20	\$16.36	\$16.52	\$16.68	\$16.83	\$16.99	\$17.15	\$17.31	\$17.46	\$17.62	\$17.78
Aide	\$17.13	\$17.30	\$17.46	\$17.63	\$17.80	\$17.97	\$18.14	\$18.31	\$18.47	\$18.64	\$18.81	\$18.98	\$19.15	\$19.31	\$19.48	\$19.65	\$19.82
Technology Specialist	\$27.85	\$28.23	\$28.60	\$28.98	\$29.36	\$29.74	\$30.12	\$30.50	\$30.87	\$31.25	\$31.63	\$32.01	\$32.39	\$32.76	\$33.14	\$33.52	\$33.90

School Nurse	\$31.60	\$31.91	\$32.23	\$32.54	\$32.86	\$33.17	\$33.49	\$33.81	\$34.12	\$34.44	\$34.75	\$35.07	\$35.38	\$35.70	\$36.01	\$36.33	\$36.64
Extra Trip Rate	\$14.00																
Bus Wash (Per Wash)																	
Large Bus	\$20.40																
Small Bus	\$16.32																
Van/Car	\$12.24																

*14.5 Duration*

This Agreement shall be effective JULY 1, 2019, and shall remain in effect until JUNE 30, 2022. This Agreement is signed this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
 REA President

\_\_\_\_\_  
 Ridgeview Board of Education President

\_\_\_\_\_  
 Bargaining Team Member

\_\_\_\_\_  
 Ridgeview Board of Education Secretary

\_\_\_\_\_  
 Bargaining Team Member

\_\_\_\_\_  
 Bargaining Team Member

\_\_\_\_\_  
 Bargaining Team Member

\_\_\_\_\_  
 Bargaining Team Member

