AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
EMMONS GRADE SCHOOL DISTRICT #33
LAKE COUNTY, ILLINOIS

AND THE

EMMONS COUNCIL
A COUNCIL OF THE
LAKE COUNTY FEDERATION OF TEACHERS
LOCAL NO. 504, IFT-AFT/AFL-CIO
FOR THE SCHOOL YEARS

2016 – 2017
2017 – 2018
2018 – 2019
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IN WITNESS THEREOF:

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ARTICLE I
PARTIES TO THE AGREEMENT/RECOGNITION

A. Parties to the Agreement

This Agreement is made by and between the Board of Education of Emmons Grade School, District #33, Lake County, Illinois, hereinafter referred to as the "Board" and the Emmons Federation of Education Professionals, Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO, hereinafter referred to as the "Union."

B. Recognition

The Board recognizes the Union as the sole and exclusive bargaining agent for all contractual certified employees of the District, which shall include all full-time, half-time and part-time certificated staff members referenced in this document as "Teacher", and for all full-time and regularly employed part-time Paraprofessionals referenced herein as "Non-certified Staff". "Employee" when used hereinafter in this Agreement shall refer to all employees represented by the Union in the bargaining unit as above defined. The term "Board" when used in this Agreement shall refer to the Board as above defined or its administrative or supervisory personnel.

Such representation shall exclude confidential, managerial, supervisory, and short-term employees as defined by the Illinois Educational Labor Relations Act. The Superintendent, building principals, and any other personnel who have the responsibilities which include making recommendations to the Board for hiring, transfer, supervision, promotion, discipline, retention, or dismissal of personnel shall not be considered as part of this bargaining unit.
ARTICLE II
EMPLOYEE RIGHTS

A. Certified Evaluation

1. Evaluations of teachers shall be done by qualified individuals who have completed the training modules for evaluation of certified teachers required by the State Board of Education. Such a qualified individual is hereinafter referred to as “evaluator.”

   Teachers are persons who meet qualifications as set forth in Article 21 of The Illinois School Code. In the event that there is a dispute the State Board shall determine the qualifications of a teacher as per The Illinois School Code.

   A formal evaluation cycle includes a pre-conference, a formal classroom visit of no less than one full class period, and a post conference within ten (10) days of the formal observation. An informal evaluation cycle includes a goal plan and a conference as well as a summative reflection completed by the teacher.

2. Within two (2) weeks after the beginning of the school term, the building principal or designee shall inform teachers of evaluation procedures, criteria/standards and instruments to be used as well as advising them as to who shall observe and evaluate their performance. Teachers hired after or reassigned after this time shall be given the information described above within two (2) weeks of the date of their assignment.

3. Non-tenured teachers shall be formally observed two (2) times during their first and second year of employment and one (1) time during their third and fourth year of employment, with the option of adding an additional observation at the evaluator’s discretion. One (1) observation must occur prior to winter break, and any additional required observations must occur prior to 75 days before end of the year.

4. Teachers in continued contractual service (tenured) shall be formally evaluated every other year. During a formal evaluation cycle, the observation will be completed by April 15th of that school year. Tenured teachers on the informal cycle are required to meet with their evaluator to discuss their goal plan by November 1st.

5. When an evaluator plans to visit a teacher for the purpose of a formal evaluation, the evaluator shall notify the teacher and mutually agree upon a day and time. Each evaluation shall be no less than one (1) class period in duration and should commence at the beginning of a class period and end at a natural break in the observation.

   Both parties agree that regular visits by administration are beneficial in understanding the class structure, management style, teacher interaction, etc. An effort will be made by administration to conduct regular classroom visits.

6. Evaluators will provide feedback to the teacher through a Formal Observation Reflection Form at the conclusion of the post conference. The Formal Observation Reflection form is a mutually agreed upon document between the Union and the Administration.

7. An end of the year summative evaluation conference shall be held with each teacher on the formal evaluation cycle to review the summative rating provided through the evaluation document.
Both the evaluator and the teacher shall date and sign all copies of any and all written evaluations. The signature of the teacher shall not necessarily indicate agreement with the written evaluation, but rather shall indicate that the conference and discussion have been held and that the teacher is in receipt of a copy of the written evaluation.

8. If the teacher feels his/her written evaluations are incomplete, inaccurate or unjust, the teacher may put his/her objections in writing. Both the teacher and evaluator shall date and sign all copies of the written objection. The signature of the evaluator shall not necessarily indicate agreement with the written objection, but rather shall indicate that the evaluator is in receipt of a copy of the written objection. A copy of the written objection shall be attached to the written evaluation.

9. A copy of all formal written evaluations and any attached written objections shall be placed in the teacher's personnel file.

10. Teachers shall be rated as to standards of performance in all areas of major concern using the following rating scale:

   EXCELLENT  
   PROFICIENT  
   NEEDS IMPROVEMENT  
   UNSATISFACTORY

A single overall composite rating of excellent, proficient needs improvement, or unsatisfactory shall be assigned to the summative evaluation by the evaluator when on the formal evaluation cycle.

B. Professional Development and Remediation Plans

1. Within (30) thirty school days after the completion of a summative evaluation rating of “needs improvement”, a teacher in contractual continued service will be placed on a Professional Development Plan (PDP). The PDP will be developed by the evaluator, in consultation with the teacher, and taking into account the teacher's on-going professional responsibilities, including their regular teaching assignment, directed to the areas that need improvement and any supports that the district will provide to address the areas identified as needing improvement (Please see 24A-5H of Illinois School Code).

   The district and the teacher will make every effort to satisfactorily complete the PDP in a reasonable time period, but the plan cannot exceed 30 calendar days prior to the last day of school. If the plan is not satisfactorily completed allowing the teacher to receive a summative rating of proficient or better prior to the conclusion of the evaluation cycle, the teacher may receive a summative rating of “unsatisfactory” and be placed on a remediation plan or a new PDP may be developed for the following school year.

   PDP’s that have been completed prior to February 1 of the school year will be reviewed by the Joint Committee for the purpose of reassigning the teacher's group from Group 2 to Group 3.

2. Section 24A-5(i) of the School Code states that, within 30 school days after assigning a teacher in contractual continued service an “unsatisfactory” rating, a school district is required to develop and commence a 90 school day remediation plan designed to correct cited deficiencies.
3. Both the PDP and the Remediation Process will be defined per Illinois School Code. Union members are highly encouraged to seek union representation during this process.

4. The Exclusive Bargaining Agent will supply a roster of qualified teachers from whom the consulting teacher is to be selected. That roster shall contain the names of at least five teachers, each of whom meet the criteria as defined by school code for consulting teacher with the teacher being evaluated. A consulting teacher shall be paid (in addition to his/her regular salary) according to Appendix IV, Group IV. This stipend shall apply to the time spent observing the teacher, preparing and implementing remediation materials/suggestions and consulting with the teacher and/or the qualified evaluator.

5. Teacher’s receiving a final summative rating of “unsatisfactory” will be will be placed on a Remediation Plan within 30 school days of receiving the rating. The development and commencement of a remediation plan designed to correct deficiencies stated in his or her evaluation shall occur, provided the deficiencies are remediable. Per school code, a consulting teacher will be provided for the duration of the remediation plan. Both the teacher and the consulting teacher shall participate in developing the remediation plan. The plan shall provide for ninety (90) school days of remediation in the classroom. A midterm evaluation will be provided to the teacher halfway through the 90-day plan and a final evaluation will occur at the conclusion of the plan. A written copy of the evaluations and ratings, in which any deficiencies in performance and recommendations for correction are identified, shall be provided to and discussed with the teacher within 10 school days after the date of the evaluation. Evaluations at the conclusion of the remediation process shall be separate and distinct from the required annual evaluations of teachers and shall not be subject to the guidelines and procedures relating to those annual evaluations (Illinois School Code 24A-5 Section K).

The written remediation plan shall be dated and signed by all the participants, with one (1) copy placed in the teacher’s official personnel file and one (1) copy sent to the Union. In the event the participants are unable to reach consensus on a remediation plan, the Superintendent or designee shall be permitted to complete and implement the plan. In such case, any other participant may put his/her objections in writing and a copy of such objections shall be attached to the plan for informational purposes only.

6. The tenured teacher will be reinstated to the evaluation cycle set forth in the district’s evaluation plan if the teacher achieves a rating equal to or better than proficient in the school year following the rating of needs improvement or unsatisfactory.

If the teacher on remediation status is still evaluated with an overall rating of unsatisfactory at the end of the ninety (90) school day remediation plan, the Board shall institute dismissal procedures against the teacher in accordance with The School Code if deemed appropriate.

7. The Board shall hold harmless consulting teachers from any legal and financial liability arising from the performance of their responsibilities as consulting teachers.

C. **Progressive Discipline**

The Board believes in the tenets of progressive discipline. Steps within progressive discipline shall typically (but not exclusively) be oral warning, a written warning including a conference with an administrator and union representation, suspension with or without pay, docking and dismissal. However, nothing contained herein shall require the Board or its designee to exhaust all of the disciplinary techniques in the event a decision is made to discipline a certified staff member.
Due process shall be afforded each certified staff member throughout the course of any disciplinary action or actions. Written warnings shall bear the signature of an appropriate administrator. The warning shall recommend ways for the staff member to correct the deficiency or problem about which the discipline action was initiated.

D. Non-Certified Evaluation

1. Within the first month of school, or within thirty (30) days of employment, whichever occurs later, the evaluation document will be presented to non-certified staff members. At the same time, an evaluator will be appointed. Said appointment shall not preclude input from the supervising staff member on an as needed basis.

Each non-certified staff member's job performance shall be evaluated annually. Additional evaluations may occur, if needed.

A formal evaluation will be provided in writing to the non-certified staff member at least 15 days prior to the end of the school year. Each non-certified staff member will be given an opportunity to discuss any evaluation made by an evaluator. The evaluation document will be reviewed and signed by both the non-certified staff member and the evaluator, acknowledging the meeting and review of the evaluation. The non-certified staff member's signature does not indicate concurrence, but merely that the non-certified staff member has seen the completed form. The non-certified staff member shall have the right to attach comments to any evaluation should they not agree with the evaluation rating which will be placed in the personnel file.

2. The Board believes in the tenets of progressive discipline. Steps within progressive discipline shall typically (but not exclusively) be oral warning, a written warning including a conference with an administrator and union representation, suspension with or without pay, docking, and dismissal. However, nothing contained herein shall require the Board or its designee to exhaust all of the foregoing disciplinary techniques in the event a decision is made to discipline a non-certified staff member.

Due process shall be afforded each non-certified staff member throughout the course of any disciplinary action or actions. Written warnings shall bear the signature of an appropriate administrator and the non-certified staff member. The signature of the non-certified staff member shall not necessarily indicate agreement with the contents of the warning. The warning shall recommend ways for the non-certified staff member to correct the deficiency or problem about which the warning is addressed.

E. Employee Vacancies Including Reassignments and/or Newly Created Positions

A vacancy is assumed to mean a new position to the district or an open position due to release, resignation, or retirement. A reassignment is assumed to mean a position created by the move of existing employees to another position for which they are legally qualified within the district. Newly created positions are those that did not exist in the district during the previous school year.

The Administration retains the right to transfer employees to a different position, voluntarily or involuntarily. Positions open due to reassignment by the administration will be posted internally for a period of five business days. An electronic communication will be sent to all employees notifying them of the opening. Other vacant positions will be posted on the district website for outside applicants. Nothing herein shall require the Board to fill such vacancy from within nor shall the Board be
Employees who are interested in a voluntary transfer to another position or extracurricular assignments within the District shall advise the Superintendent in writing annually.

Article II, Section D pertains to all positions covered by this negotiated contract, including extracurricular positions.

F. **Non-certified Assignments**

Non-certified staff will be notified at least 30 days prior to the end of the fiscal school year regarding reasonable assurance of a position for the following school year. They will be notified of their tentative work assignments for the upcoming school year by August 1. Such assignment may change at any time prior to the beginning of the school year or during the school year as needed by the administration.

G. **Personnel Files**

1. The Board shall maintain one (1) personnel file for each employee.

2. The employee shall be given a copy of any document placed in his/her personnel file within a 10-day time period, provided such document is disciplinary in nature or may otherwise have a negative impact on the continuing employment of the employee. The employee's receipt of a copy of such document(s) shall be acknowledged by the signature of the employee or a witness thereto.

3. Employees shall have the right to attach written reactions to documents placed in their personnel file. Such written reaction must be filed within fifteen (15) working days of the date the document is placed in the personnel file.

4. Employees shall have the right to review the contents of their individual personnel file by making appointment at least one (1) day in advance with the Superintendent or designee. Employees shall be given copies of requested documents contained in their personnel file at customary expense. Such review shall occur during regular business hours when the employee is not otherwise assigned and in a manner, which shall not interfere with the operation of the personnel office or the District. Such review shall be in the presence of a designated employee of the Board. This right to review a personnel file shall have no impact on an employee's position or evaluation.

5. Material shall not be removed from any personnel file without the written consent of the Superintendent and the knowledge of the employee. The employee shall be given a copy of the Superintendent's written consent and all the material (exclusive of confidential documents) so removed.

6. This Section shall not be construed to prohibit the Board from adopting Board policy and regulations for the maintenance, inspection and dissemination of personnel records pursuant to the Illinois Review of Personnel Records Act provided that, to the extent permitted by law, any rights which employees have pursuant to this Section shall not be diminished by the adoption of said policy and regulations.
Article III

UNION RIGHTS

A. Dissemination of Information to the Union

The Board shall upon written request from the Union furnish the Union President or designee with one (1) copy of the approved open session minutes of the Board, the agenda (if any) of any upcoming Board meeting, the monthly treasurer’s report, the Board policy manual, a current faculty list with current salaries, the current audit, and any Board approved budgets.

B. Mailboxes, Bulletin Boards, and Meetings

The Union shall have the right to use the District employee mailboxes and a portion of a designated bulletin board in the faculty lounge for official Union materials provided such materials shall be properly identified as official Union publications and a copy thereof concurrently provided to the Superintendent. Such mailboxes and or bulletin boards shall not be utilized for materials which are primarily local School Board partisanship. The Union shall have the right to use a room for the purpose of meetings for Union business as long as said meetings are before or after the workday, do not interfere with regular District business and are requested in writing to the Superintendent or designee at least forty-eight (48) hours in advance of the requested meeting date.

C. Dues Deduction

1. The Board shall deduct from the pay of each employee membership dues of the Union and its affiliates, provided that at the time of such deduction there is in possession of the Board a written authorization for dues deduction voluntarily executed by the employee. Such authorization shall continue in effect from year to year unless revoked in writing by the employee.

2. The Union shall certify the annual rate of dues in writing to the Board each year. The amount specified shall be pro-rated and deducted from each paycheck, starting with the first paycheck in October and ending with the last paycheck in May, provided the amount to be deducted shall not vary during this period. Termination of employment for any reason shall constitute revocation of authorization for dues deduction.

D. COPE Deduction

Upon receipt of a voluntary authorization in writing by a unit member, the Board shall deduct from the unit member’s salary the amount authorized by the employee for the Lake County Federation of Teachers Committee on Political Education (LCFT-COPE). Such deduction shall be made from the last paycheck in October and forwarded to the Treasurer of the Union within fourteen (14) days. Union dues and COPE deductions shall be remitted in separate checks.
E. **Hold Harmless**

The Union shall indemnify and hold harmless the Board and all of its agents and employees from any and all reasonable demands, suits and costs resulting from any reasonable action taken or omitted by the Board or any of its agents or employees for the purpose of complying with the provisions of this Article.

F. **Fair Share**

All employees covered by this Agreement who are not members of the Union shall pay to the Union their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

The Union shall certify to the Board the amount of the annual fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The Union shall further certify to the Board that "Notice of Fair Share" has been posted in accordance with the IELRB rules and regulations. No payroll deduction of fair share fees shall be made until at least fourteen (14) days after such certification. Such fair share payments shall be deducted by the Board on a pro-rata basis from the earnings of the non-member employees on the same time schedule as Union dues and be paid to the Union. The amount certified by the Union shall not include any fees for contributions related to the election or support of any candidate for political office. Nothing in this Section shall preclude the non-member employee from making voluntary political contributions in conjunction with his or her fair share payment.

This fair share agreement shall safeguard the right of non-association of employees based upon bonafide religious tenets or teaching of a church or religious body of which such employees are members. Such employees may be required to pay an amount equal to their fair share under this Agreement to a non-religious charitable organization mutually agreed upon by the employees affected and the Union, or if no mutual agreement is reached, from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board. Non-member employees who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Union pursuant to Paragraph 1714(b)(1) of the Illinois Educational Labor Relations Act. Additionally, non-member employees who object to the amount of the fair share fee have the right to file such objection pursuant to the internal Fair Share Implementation Program procedures established by the Union, except that the filing of such objection pursuant to the internal procedure may not be sufficient to preserve any rights the non-members may have under the IELRA. Upon any such filing, pursuant to said internal procedures and notice of such to the Union, the Union shall place in an interest-bearing escrow account, separated from other funds held by the Union, the amount of each objector's fair share payments made, and to be made pending resolution of the charge, which is fairly placed at issue by the objection or objections, and it shall maintain the escrow account during the pendency of the charge and any judicial review pursuant to the Act.
ARTICLE IV

WORKING CONDITIONS

A. Certified School Year

The school year shall consist of one hundred eighty-five (185) school days, of which up to one hundred seventy-six (176) days shall be pupil attendance days, five (5) shall be emergency days and the other days may be used for institute days, conference days and other appropriate workdays.

B. Non-certified School Year

The work year shall consist of pupil attendance days plus an additional day at the beginning of the school year as assigned by the administration.

C. Calendar

The Superintendent shall consult with Union representatives on the school calendar with the purpose of obtaining Union input to the calendar prior to it being recommended to the Board.

D. Teacher’s Workday

The teacher workday will be from 7:45 AM - 3:30 PM five days a week. Further, the district would agree to a weekly one-hour early release or late start for students on a day that is mutually agreed upon between the union and administration. Teachers will be required to attend one faculty meeting a month until 4:30 PM on a mutually agreed upon day between the union and the administration. The student attendance day will not begin before 8:30 AM on a daily basis.

The district will make every effort to have student dismissal no later than 3:20 so that students are sent home and teachers are still in the building for a minimum of 10 minutes after dismissal.

Each full workday shall include a forty (40) minute duty-free lunch period. On days before vacations and holidays, teachers shall be allowed to leave as soon as the final student departs, assuming their responsibilities for the day have been completed. The last school day prior to the Thanksgiving Break, Winter Break, Spring Break, and the last day of school shall be a shortened school day at a time commensurate with the state requirements for a full day of student attendance.

E. Teachers’ Professional Responsibilities

The Board of Education expects and the teachers understand that they need to be involved in considerably more than that time devoted to actual classroom instruction. Such involvement is difficult to quantify, but is nonetheless a professional duty of all teachers regardless of FTE percentage and includes, but is not limited to, attendance at parent-teacher conferences, curriculum nights, full-day in-service days, faculty meetings, professional development meetings and the like. The Board recognizes that occasional conflicts arise which may cause a teacher to request to be absent during such functions. Such requests shall be submitted in writing to the Superintendent or designee for consideration. The granting or denying of such requests shall be within the discretion of the Superintendent or designee without precedential effect.
F. **Teacher Professional Planning**

   All full-time teachers will receive a minimum of 350 minutes of planning time a week, excluding a duty free lunch. Teachers shall have at least one preparation period per day and it is expected that teachers will be in the building during that plan time unless consent is given by the administration. Teachers will not be regularly assigned more than four (4) consecutive instructional periods or 170 minutes, whichever is greater, except if the teacher and the administrator mutually agree. Any minutes provided above and beyond the 350 minutes of plan time will be without precedential effect.

G. **Special Education Release Days**

   Special education teachers (LBS1) will receive two release days per school year to attend to duties specific and relevant to their position.

H. **Non-certified Full-time Classification**

   Any non-certified staff member working 30 or more hours per week will be considered a full time employee. All non-certified staff who work at least five hours in a workday shall be given a forty (40) minute unpaid lunch.

H. **Non-certified Overtime**

   Any time worked beyond thirty-hours (30) hours in a week will be paid at the non-certified staff member’s regular hourly rate of pay until the total number of hours worked reaches forty (40) hours for the week. Beyond 40 hours, overtime pay shall be paid at time and one half the non-certified staff member’s regular hourly rate of pay.

I. **Smoke Free Building**

   Smoking shall not be permitted on District property.

J. **Safety and Overall Condition of Facility**

   The District shall make reasonable efforts to maintain safe and healthful conditions throughout the building. An Administrative Procedure shall be in place so that employees may report about concerns within the facility that impact safety, cleanliness, and healthful conditions.
ARTICLE V

NON-CERTIFIED REDUCTION IN FORCE AND SENIORITY

A. Layoff

The order of layoff, provided remaining non-certified staff are qualified to perform the needed services shall be on the basis of seniority accrued as defined below. Non-certified staff with the least seniority shall be removed in such sequence (i.e., least to most senior) until the necessary reduction has been made in reverse order of seniority. Following a Reduction in Force, the Superintendent will have the authority to place non-certified staff in positions based upon District need and for which the non-certified staff are most qualified. In determining an non-certified staff member’s qualifications for purposes of reduction-in-force, the Board shall consider any statutory or regulatory employment prerequisites, and the specific skills required for the position as determined by the District in its policies, rules, regulations, or job descriptions.

B. Recall

If the Board has any vacancies within the bargaining unit within the period prescribed by law, the positions thereby becoming available shall be tendered to the non-certified staff so removed or dismissed in inverse order of layoff, provided the non-certified staff is qualified to perform the services required of the position as determined by the District as set forth in Section A of this Article. The Board will maintain a recall list for the period prescribed by law. Those non-certified staff members who fail to accept or reject any vacant position offered, or who reject a position offered within 14 calendar days of mailing of the offer, will be dropped from the recall list.

C. Seniority

Seniority for the purpose of Layoff for non-certified staff shall be defined as the length of continuous service in the District as either a part-time or full-time employee in the bargaining unit. Accumulation of seniority shall begin from the non-certified staff member’s first date of service in the bargaining unit. Part-time employees shall accrue seniority on a pro rata basis based upon a 7 hour work day. For example, a 3 ½ hours part-time non-certified staff member with ten (10) years of continuous service to the District shall have 5 years of seniority. Approved leaves shall not constitute a break in continuous service. Approved unpaid leaves of ninety (90) consecutive days or more shall not count toward the accrual of seniority.

D. Resolving Identical Seniority

1. In the event that more than one individual employee began service on the same date, seniority shall be determined by date of hire.

2. Ties in seniority between unit members with the same date of hire shall be resolved by lottery. Such lottery shall involve both Administration and Union representatives.
E. **Seniority Lists**

The District shall supply the Union President with a seniority list prior to February 1 of each school year.

F. **Termination of Seniority**

A non-certified staff member’s seniority shall be terminated and he/she shall lose his/her status as a non-certified staff member when he/she:

1. resigns;
2. is discharged;
3. retires;
4. is laid off and the non-certified staff member’s recall rights expire.
ARTICLE VI

LEAVES

A. Teacher Leaves

1. Sick Leave

Each full-time teacher shall be entitled to a total of fifteen (15) days sick leave per school year without loss of pay. Such leave shall accumulate to a total of three-hundred seventy-five (375) days. Said leave shall be pro-rated for half-time and part-time teachers. A maximum of two (2) days, three (3) days for tenured teachers, may be taken as personal days without loss of pay each school year subject to the approval of the Superintendent or designee. Personal leave shall not be granted on the following days except in cases of compelling need as requested in writing:

a. The first and last five (5) days of the school year.

b. Teacher Institute Days.

c. The day before or after vacation or holiday periods.

Personal days shall be used for urgent and compelling business, the celebration of religious holidays or the observance of religious practices, which cannot be conducted during non-school hours or days. No more than three (3) teachers may take personal days at the same time. Teachers shall not be required to state the reason for personal leave.

All requests for personal leave shall be made to the Superintendent or designee at least five (5) working days in advance of the intended leave. In case of emergency, immediate personal leave may be granted by the Superintendent or designee.

Each teacher shall receive a written notice indicating the number of accumulated sick days not later than November of the then current school year.

2. Family and Medical Leave Act

The provisions of this leave article shall be subject to the district policy regarding the Family and Medical Leave Act.

3. Teacher’s Personal Leave of Absence

Any teacher in need of a leave of absence shall notify the Superintendent in writing as early as possible prior to the leave of absence. Leave of absence may be for reasons of health, professional studies, family affairs, or other reasons deemed sufficient by the Board. For a medical leave, the Superintendent or designee may request the teacher furnish documentation from a licensed medical professional indicating the teacher’s ability to perform their job responsibilities.

The teacher and the Superintendent or designee shall agree upon a tentative plan for the commencement and termination of a personal leave of absence, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. A tenured teacher may request a leave of absence not
to exceed the balance of the school year in which it commences and one additional school year. A non-tenured teacher may request a leave of absence not to exceed the balance of the school year.

All benefits to which a teacher was entitled at the time the leave commenced including unused sick leave (less any sick leave used as part of this leave) shall be restored upon return.

A teacher who has been granted a leave of absence shall not become eligible for a subsequent leave unless and until such teacher has returned to service for at least one (1) complete school term. Under exceptional circumstances, the Board of Education may grant an extended/additional leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.

The Board recognizes that unforeseen complications may necessitate a change in the tentative plan for commencement and/or termination of such leave. Each such instance shall be judged on its own merits, without establishing precedent, and the final decision for any change in the tentative plan shall be within the sole discretion of the Board. A teacher on an approved leave of absence may request in writing to return from leave if the reasons for the leave no longer exist. Extenuating circumstances such as a failed adoption or a stillbirth/miscarriage will result in an automatic approval for a teacher to return to work.

4. Bereavement Leave

In the event of death in the immediate family, bereavement leave of up to three (3) days, without loss of pay or accumulated sick leave shall be granted. The Superintendent or designee may grant up to two (2) additional days charged against accumulated sick leave if available. Immediate family is parents, spouse, brothers, sisters, children, grandparents, grandchildren, brothers-in-law, sisters-in-law, and legal guardians.

In other cases, accumulated sick leave up to three (3) days may be used as bereavement leave, upon the approval of the Superintendent or designee.

5. Advancement During Leaves of Absence

Any teacher absent more than 90 contractual days of any school year shall not be entitled to that portion of his/her annual compensation attributable to experience in the District (hereinafter "experience increment").

6. Teacher’s Professional Visitation Days/Professional Growth Days

Teachers may request up to two (2) professional growth/professional visitation days to be taken without loss of pay and without deduction for leave as described in Article VI, Section A. Requests on the appropriate form shall be submitted to the Superintendent or designee. Visitation shall be approved for purposes of observing programs and/or staff within the teacher’s field of instruction and with a goal of professional growth and development.

Any teacher interested in attending workshops, or other professional growth activities must apply in writing to the Superintendent or designee. Such application shall contain the specific information necessary to allow consideration of the application, including date, time, location, cost and expenses. Approval of such application shall be within the discretion of the Superintendent or designee and expenses shall be reimbursable only upon advanced written approval by the Superintendent or designee. The Superintendent or designee shall issue his/her decision in writing to the teacher within a reasonable time in advance of the activity or any known enrollment prerequisite.
The staff development budget will be shared with the union president when it is finalized for the year. Once initial expenses are determined, any remaining funds will be divided into semi-annual allocations with one half being funded from July 1 until January 1, and the other half allocated from January 1 until June 30, the end of the fiscal year.

7. **Teacher Military Leave**

Each teacher upon request to the Superintendent or designee shall be granted up to ten (10) employment days per year of military leave without loss of pay for the purpose of serving in the Armed Forces of the United States, including any unit of Military Reserves, provided:

a. The teacher shall first make a reasonable effort to reschedule such leave to non-school days or hours, and

b. The leave request is necessitated by a properly verified order of the United States, notice of which is given to the Superintendent or designee as soon as possible, and

c. The teacher agrees to reimburse the Board in the amount on any per diem compensation received for such military service, (exclusive of mileage allowance).

8. **Teacher Jury Duty Leave**

The Board shall pay the regular salary to the employee called to jury duty in their county. Such absence shall not be charged against any other leave of absence. The employee so summoned shall reimburse the Board in the amount of any per diem compensation received for such service.

B. **Non-Certified Leaves**

1. **Non-Certified Sick Leave**

Each full-time or part-time non-certified staff member who works at least 600 hours per year shall be entitled to a total of thirteen (13) days sick leave per school year without loss of pay. Such leave shall accumulate each year to a maximum of two hundred forty (240) days. Part-time non-certified staff member's eligible for sick days as described above will receive sick leave pay equivalent to their regular workday. Sick leave for part-year non-certified staff members shall be prorated. Sick leave includes personal illness, quarantine at home or serious illness in the immediate family. Immediate family for purposes of this Article shall include all persons designated as such by the School Code.

A maximum of two (2) days may be taken as personal days without loss of pay each school year subject to prior notice to the Superintendent or designee. Personal leave shall not be granted on the following days except in cases of compelling need as requested in writing stating the reasons for the need:

a. The first and last five (5) days of the school year.

b. The day before or after vacation or holiday periods.

Personal days shall be used for business, the celebration of recognized religious holidays or the observance of recognized religious practices, which cannot be conducted during non-school
hours or days. Non-certified staff members shall not be required to state the reason for personal leave. Personal leave shall not be used during a work stoppage of any kind.

All requests for personal leave shall be made to the Superintendent or designee in writing at least five (5) working days in advance of the intended leave. In case of emergency, immediate personal leave may be granted by the Superintendent or designee.

Each non-certified staff member shall receive a written notice indicating the number of accumulated sick days not later than November of the current school year.

2. **Bereavement Leave**

In the event of death in the immediate family bereavement leave of up to three (3) days, without loss of pay or accumulated sick leave shall be granted. The Superintendent or designee may grant up to two (2) additional days charged against accumulated sick leave if available. Immediate family is parents, spouse, brothers, sisters, children, grandparents, grandchildren, brothers-in-law, sisters-in-law, and legal guardians.

In other cases, accumulated sick leave up to three (3) days may be used as bereavement leave, upon the approval of the Superintendent or designee.

3. **Non-Certified Staff Member Military Leave**

Each non-certified staff member, upon request to the Superintendent or designee shall be granted up to ten (10) employment days per year of military leave without loss of pay for the purpose of serving in the Armed Forces of the United States, including any unit of Military Reserves, provided:

a. The non-certified staff member shall first make a reasonable effort to reschedule such leave to non-school days or hours, and

b. The leave request is necessitated by a properly verified order of the United States, notice of which is given to the Superintendent or designee as soon as possible, and

c. The non-certified staff member agrees to reimburse the Board in the amount on any per diem compensation received for such military service, (exclusive of mileage allowance).

4. **Non-Certified Staff Member Jury Duty Leave**

The Board shall pay the regular salary to the employee called to jury duty in their county. Such absence shall not be charged against any other leave of absence. The employee so summoned shall reimburse the Board in the amount of any per diem compensation received for such service.
ARTICLE VII
COMPENSATION AND FRINGE BENEFITS

Compensation and Fringe Benefits for Teachers

A. Teacher Compensation Schedule

1. The teacher compensation schedule shall be as prescribed in Appendix I

2. All teachers on prior years’ salary schedule will advance one vertical step on the salary schedule

3. Coursework for horizontal movement on the salary schedule must be approved by the Superintendent or their designee.

4. Teachers who are on the final step of their lane during a previous school year shall be referred to as “teachers without step”.

5. When a teacher is frozen without step and qualifies for horizontal lane movement, the teacher will move one horizontal lane and one vertical step, if applicable, from the previous year’s placement.

   Longevity Allowances will be granted to teachers who are at the end of the MA+18, MA+27 and MA+36 lanes. They will receive a longevity allowance of $300 (MA+18), $700 (MA+27), or $1000 (MA+36) for that year.

6. Placement on compensation lane is contingent upon filing official transcript(s). Horizontal movement shall be made effective at the onset of the school term or by January 30th, provided notice of qualification shall be filed thirty (30) days in advance of the school term/second semester and the transcript filed within thirty (30) calendar days after the onset of the school term/semester. For purposes of this Section, MA+9, MA+18, MA+27, and MA+36 shall refer to hours earned after acquisition of the Master’s Degree.

7. Regular part-time teachers shall receive pro-rata compensation based on the Appendix I Salary Schedules.

8. Placement on the Salary Schedule of all new hires will not exceed a vertical placement of Step 5 and will be based upon years of prior teaching experience (ex. 3 years’ prior experience would equal a placement at Step 3).

B. Retirement Benefits

1. Eligibility Requirements

   Any teacher who meets the following eligibility and notification requirements shall be entitled to a retirement benefit as explained further below.
a. Must be at least age fifty-five (55) within six months of the last day of teaching in the District; 
   AND

b. Have attained at least age 60 or have attained at least thirty-five (35) years of service credit 
   with the Illinois Teachers’ Retirement System (ITRS) or have attained whatever requirements 
   may be necessary under Illinois Pension Code to eliminate any employer paid retirement 
   penalty on behalf of the teacher; AND

c. A minimum of ten (10) years of teaching service with the District, (excluding time on unpaid 
   leave of absence), as of the last day of teaching for the District.

2. Notification Requirements

   The teacher must submit a retirement letter to the Superintendent on or before June 30th, 
   indicating that he/she intends to retire in four (4) years. The retirement letter shall be considered 
   irrevocable, except that upon the teacher’s written request, the Board may consider permitting the 
   teacher to revoke his/her resignation/retirement if the teacher has experienced a significant 
   change in personal circumstances. A teacher who has been permitted to revoke a retirement 
   letter shall return all monies paid by the Board pursuant to this section within thirty (30) days of 
   being notified that his/her request to revoke the resignation/retirement letter has been granted by 
   the Board.

   Teachers who give notice according to the provision above but less than four (4) years beyond 
   the chosen date of retirement will receive the same increases in each of their remaining years as 
   indicated below, provided they did not receive an increase in any of their final four (4) years 
   above six percent (6%).

3. Retirement Benefit

   Teachers who submit an irrevocable retirement letter during the term of this agreement according 
   to the notification requirements above, shall receive a salary increase in each of their final 
   years of employment from date of retirement notification of six percent (6%) above their prior 
   year’s salary.

4. Retirement Benefit Calculation and Distribution

   Each year’s salary increase shall be calculated from the taxable base salary paid to the teacher 
   during the prior year. This increase is in lieu of, rather than in addition to, any other salary 
   increases provided for in the Agreement (i.e. this increase includes any salary increase granted 
   under the Agreement). The increases shall be a part of the teacher’s regular pay and shall be 
   distributed with the teacher’s regular paychecks, the last of which will be distributed in June of the 
   last school year employed.

5. Buy Back of Unused Sick Leave

   The Board shall buy back from an eligible retiring teacher any unused and unreported sick leave 
   days granted by the Emmons School District in excess of one hundred seventy (170), but in no 
   event shall the Board pay for more than one hundred (100) days as a retirement bonus. Unused 
   sick leave days shall be paid at the rate of ninety dollars ($90) each at the time of the teacher’s 
   retirement. Such bonus shall be paid in a lump sum within sixty (60) days after the teacher’s 
   receipt of his/her final paycheck for regular earnings.
6. **Additional or Other Retirement Benefits**

Nothing contained herein shall limit the right of the Board to offer additional or different retirement benefit options to individual teachers. The Union shall consider any such retirement benefit option offered by the Board as non-precedential with respect to individual teachers and future contractual agreements between the Board and the Union. Nothing in this Agreement shall preclude an agreement between a teacher and the Board to adjust the teacher’s salary during the final four (4) years of employment in the District, provided that at the time of such agreement the Union is so notified.

7. **COBRA Benefits**

The Board shall waive the 2% administrative fee charged for COBRA continuation coverage for a period of six (6) months immediately following the retirement of any teacher who retires under this Section prior to the date that he/she is eligible to enroll in Medicare. To qualify, the retiring teacher must notify the Superintendent, in writing, that as a retiree he/she plans to exercise COBRA continuation rights under the District’s health insurance plan and is requesting a waiver of the 2% administrative fee normally charged by the Board for such coverage. Said teacher shall be responsible for the full cost of health insurance premiums charged for any coverage he/she is eligible to carry as a COBRA participant. Other than waiving the 2% administrative fee, this provision is not intended to alter, enhance or diminish COBRA continuation rights, enrollment procedures, premium payment requirements, etc., in any way. Any eligible teacher/retiree who requests this waiver will be required to comply with all applicable COBRA requirements.

C. **Board Paid THIS Health Insurance Payment**

In addition to the compensation set forth in Appendix I, the Board shall pay on behalf of each teacher the required contribution of creditable earnings for the Teachers Retirement System Health Insurance.

D. **Teacher Insurance and Flexible Benefit Plan**

1. The Union and the Board shall mutually select and establish group insurance policies and programs, including medical, dental, health and life insurance.

2. All full-time teaching staff may enroll in the District approved insurance program. Part-time teachers may enroll in the District approved insurance program and the District will contribute an amount commensurate with the teacher’s percentage of full-time employment toward the cost of the insurance premium.

   In each year of the agreement the Board shall pay for the individual cost of medical, dental, health, and life insurance up to $7000 per full-time teacher. Costs beyond $7000 shall be equally shared through a fifty percent (50%) Board and fifty percent (50%) teacher split.

   Those electing additional coverage shall pay the difference between the Board’s individual contribution and the full cost of additional coverage.

   The $7000 Board contribution and cost share of fifty percent (50%) shall sunset upon expiration of the agreement for purposes of renegotiation of a successor agreement. The Board and Union reserve the right to open the contract for the purpose of discussing insurance in the third year of this contract.
3. The Board agrees to provide to all teachers a Flexible Benefit Plan (FBP), cafeteria-style fringe benefits program as provided in Section 125 of the Internal Revenue Code.

The purpose of FBP shall be to: provide the framework for adding new benefits at minimal cost to the Board; offer flexibility to teachers in the selection of fringe benefits that permit each teacher to tailor benefits to his/her individual needs; and to reduce taxes, thereby increasing spendable income.

Administrative costs of the FBP shall be funded by the Board, subject to the salary computations appearing in Appendix I of this Agreement.

The FBP shall be developed in consultation with the Union and shall provide an opportunity, pursuant to relevant Internal Revenue Service Guidelines and Regulations, for a teacher to deduct:

a. Single/Dependent Health Insurance Costs
b. Single/Dependent Dental Insurance Costs
c. Term Life Insurance Costs
d. Disability Income Insurance Costs
e. Other Non-Reimbursed Medical/Dental Costs
f. Child Care Costs
g. Vision Care Costs
h. Other Items As Allowed By The IRS

from his/her gross compensation, as defined in Section G, hereunder, and to be subsequently reimbursed therefore upon the timely filing of evidence of payment of such insurance or other costs and with the other provisions of the FBP.

Each teacher shall declare, not later than December 1 of each school year, their anticipated annual cost of benefits under the plan for the twelve (12) month period January through December, provided such anticipated cost does not exceed the maximum allowed by the IRS. Such declaration shall be irrevocable for the twelve (12) month period January through December except as may be necessitated by a change in dependent status. Each teacher shall be reimbursed on no less than a monthly basis provided the teacher has filed evidence of payment.

The Flexible Benefit Plan and the plan year (January through December) may be changed by mutual written agreement by the parties.

4. All staff may enroll in the District approved insurance program. If insurance coverage is not selected, staff may choose to utilize a total of $3500 for each year for medical reimbursing. Amounts requested for reimbursement must be incurred by June 30th and submitted to the Director of Business Services by August 1st. Any balance not spent will be forfeited. Insurance election must be made by June 1st, which is open enrollment. Part-time staff members may
enroll in the District approved insurance program to the extent they are eligible and the benefit will be prorated.

E. **Teacher Payroll Procedure**

Each teacher shall receive a pro-rata portion of his/her annual salary on the fifteenth and the last day of the month. If these dates fall on a non-attendance day, payment shall be made on the day prior to the respective day.

Payroll shall be in twenty-four (24) installments. Teachers who submit the proper authorization shall receive their pay by electronic transfer, provided the District’s payroll provider has the capacity to provide electronic transfer. Electronic fund transfer shall be provided in accordance with the payroll provider's specifications.

F. **Teacher Reimbursement of Expenses**

Teachers shall be reimbursed for normal, approved expenses incurred in the classroom and on field trips. Mileage for authorized, school related use of teacher's personal car shall be paid at the then current rate allowable as a deduction by the Internal Revenue Service.

G. **Teacher Tuition Reimbursement**

Upon completion of coursework approved by the Superintendent, the Board shall reimburse full-time teachers in the amount of one hundred percent (100%) per credit hour of the cost of tuition up to two thousand dollars ($2000) for teachers not in a cohort program, or fifty percent (50%) of the cost of the cohort program up to a maximum of seven-thousand dollars ($7,000) whichever is greater, for teachers in a degree program. For purposes of this Section, each year shall run from July 1 to June 30 and reimbursement shall be charged to the year in which the course is completed. Under normal conditions, such approval shall be granted if the coursework was taken at an accredited graduate school or was a course offered within a recognized College of Education program, a grade of "B" or better was attained, the teacher teaches at Emmons School District #33 in the following school year, and the coursework taken enhances the educational program at Emmons School. The Board shall reimburse all non-full-time teachers on a pro-rata basis. Online coursework for an individual graduate level course must have prior approval by the Superintendent and the coursework is relevant to the teacher’s assignment. Online master's programs requiring fifty percent (50%) or more of online coursework will not be approved by the Superintendent.

If a teacher receives tuition reimbursement but does not return to teach at Emmons School the following year, the entire said tuition reimbursement of the previous school year must be paid back to the district within thirty (30) days of resignation.

The practice of crediting hours beyond the bachelor's degree that do not count towards securing a master's degree was eliminated with the 2013-2016 contract. To be placed beyond the master's degree lane, additional hours at the college level may be earned with Superintendent Approval as long as the coursework is related to the teaching position.

Online masters’ programs requiring 50% or more of online coursework must be approved by the Superintendent and will be reimbursed at a maximum rate of $3,500 upon completion.
Coursework approved by the superintendent for the purpose of acquiring additional endorsements will be granted for undergraduate level coursework for reimbursement purposes only. A maximum of six (6) credit hours per fiscal year will be reimbursed at the current CLC resident rate. Credits at the undergraduate level will not be used for lane advancements.

H. **Teacher's Internal Substitute Pay**

If a teacher is required by administration to give up their scheduled planning time to assume responsibility for a class, that teacher shall be reimbursed at the rate of forty dollars ($40) per clock hour or a prorated amount for the time covered. Teachers that have more than two plan periods on the day that teacher is required to internally substitute, will not be paid for covering a class.

I. **Extracurricular Compensation Schedule**

The Extracurricular Compensation Schedule shall be prescribed in Appendix II. Extracurricular compensation shall be paid only for those positions listed and approved by the Board of Education (unless provided for in Section N of this Article). Extracurricular compensation shall be paid in two installments, one midway through a season or event, and one at the conclusion of the individual program for each position. Should the Board find it necessary to fill an extracurricular position from outside the bargaining unit, the Union releases the Board from its financial obligations as set forth in Appendix II.

Vacancies and reassignments for extracurricular positions shall follow the language of Article II Vacancies in this negotiated agreement. Selection of personnel for extracurricular positions shall be reviewed and considered on an annual basis. Coaches receiving at least a satisfactory rating on the summative stipend evaluation form shall be granted the right of first refusal for the following school year for that specific position. Any person employed in an extracurricular position or otherwise, may submit a written resignation from that position by the end of the school year. For vacant positions, when equally qualified candidates apply for a position, priority consideration will be given to a member of the bargaining unit.

Extracurricular positions are "at will" positions and an individual may be removed for cause if necessary. However, generally the Superintendent or designee shall inform the affected individual of assignment, change, or dismissal by the beginning of each school year. The removal from an extracurricular position shall have no effect on the evaluation or continued employment of the teacher unless so egregious as to warrant further action.

J. **Special Projects**

There are some projects and adjunct programs at Emmons School outside regular class instruction assignments that require planning and organization well beyond a teacher’s regular planning or working hours. It is the intention of the school district to compensate staff for these types of projects. For example, under the category of adjunct programs, a teacher may request to establish an after school club for the purpose of sharing the teacher’s interest in a particular area with the students (chess club, art club, etc). These projects/programs may be presented to the administration by the staff or the administration may suggest them to staff. When such a project/program is suggested, administration and affected staff shall jointly agree on the project/program, the total number of hours required for the project/program, the number of project/program hours to take place during the regular work day, and the number of project/program hours to take place outside the regular work day. Administration will make efforts to allow the planning and implementation for the project to take
place during the regular workday. When additional time is required outside the regular workday, staff shall be compensated according to Appendix IV. If the administration and affected staff cannot agree on the definition of the project/program, the total number of hours for the project/program, the number of project/program hours during the regular workday and the number of project/program hours outside the regular work day, the project shall not go forward. This paragraph is not subject to the grievance procedure set forth in Article IX of the Agreement.

K. **Standing and Ad Hoc Committees**

The Board shall delegate the Superintendent or designee to establish Standing Committee and Ad Hoc staffed by members of the bargaining unit as necessary for the operation of the school district. The committees will be composed of up to one representative from each of the following teams, as necessary: K-2, 3-5, Middle School, Support, Resource, and Paraprofessionals. A record log of committee meetings and times served shall be kept for all meetings held. Exceptions to this provision include: Special Projects covered by Article VII-Section J, and Summer Planning/Training covered by Article VII-Section L. The Superintendent or designee and Union President shall annually confer on what meetings are covered by this provision.

L. **Summer Planning/Training Sessions**

Any teacher who is requested by the administration, and agrees to attend a summer planning/training session shall be compensated according to Appendix IV.

**Compensation and Fringe Benefits for Non-Certified Staff**

M. **Non-Certified Payroll Procedure**

Each non-certified staff member shall receive a pro-rata portion of his/her annual salary on the fifteenth and the last day of the month. If these dates fall on a non-attendance day, payment shall be made on the day prior to the respective holiday.

Payroll shall be eighteen (18) installments. Non-certified staff members who submit the proper authorization shall have the option to receive their pay by electronic transfer, provided the District’s payroll provider has the capacity to provide electronic transfer. Electronic fund transfer shall be provided in accordance with the payroll provider’s specifications.

N. **IMRF Contributions**

IMRF contributions will be deducted from non-certified staff member’s salary and remitted to IMRF on behalf of non-certified staff members in accordance with the law. The District will also deduct and remit additional money to IMRF if a non-certified staff member completes a Form 6.30 requesting additional contributions be made to IMRF.
O. **Insurance and Flexible Benefit Plan**

1. All full-time non-certified staff may enroll in the District approved insurance program. During the 2013-14 school year, the District shall pay $3,500, in total, toward the cost of health/dental insurance. During the 2014-15 school year, the District shall pay $5,000, in total, toward the cost of health/dental insurance. During the 2015-16 school year, the District shall pay $6,500 total, toward the cost of health/dental insurance. If insurance coverage is not selected, non-certified staff may choose to utilize a total of $3,500 for each year for medical reimbursing. Amounts requested for reimbursement must be incurred by June 30th and submitted to the Director of Business Services by August 1st. Any balance not spent will be forfeited. Insurance election must be made by June 1st, which is open enrollment. Part-time non-certified staff members may enroll in the District approved insurance program to the extent they are eligible and the benefit will be prorated.

2. The Board agrees to provide to all non-certified staff members a Flexible Benefit Plan (FBP), cafeteria-style fringe benefits program as provided in Section 125 of the Internal Revenue Code.

The purpose of FBP shall be to: provide the framework for adding new benefits at minimal cost to the Board; offer flexibility to non-certified staff members in the selection of fringe benefits that permit each non-certified staff member to tailor benefits to his/her individual needs; and to reduce taxes, thereby increasing spendable income.

The FBP shall provide an opportunity, pursuant to relevant Internal Revenue Service Guidelines and Regulations, for a non-certified staff member to deduct such costs as the following:

a. Single/Dependent Health Insurance Costs

b. Single/Dependent Dental Insurance Costs

c. Term Life Insurance Costs

d. Disability Income Insurance Costs

e. Other Non-Reimbursed Medical/Dental Costs

f. Child Care Costs

g. Vision Care Costs

h. Other Items As Allowed By The IRS from his/her gross compensation, as defined in Section D, hereunder, and to be subsequently reimbursed for other costs pursuant to the terms of the FBP.

Declarations for deductions from salary shall be pursuant to the terms of the FBP.

P. **Compensation**

Starting salary for the duration of the Agreement for new non-certified staff members is found in Appendix III.
Q. **Non-Certified Staff Attendance Bonus**

Any non-certified staff member who has a perfect attendance record in any school year shall receive a bonus of three hundred fifty dollars ($350) no later than the end of the fiscal year.

Non-certified staff members who miss one (1) day during a school year shall receive a bonus no later than the end of that fiscal year of fifty percent ($175) of the applicable bonus who have perfect attendance.

R. **Additional Duties During the Workday**

A non-certified staff member who performs certified duties (i.e. internal substituting) requested by the administration during their workday that are covered by the Teachers Collective Bargaining Agreement, shall be paid for that time at the Teacher Collective Bargaining Agreement rate of pay, rather than their hourly rate.

S. Upon completion of coursework approved by the Superintendent, the Board shall reimburse full-time Paraprofessionals up to a maximum of six (6) credit hours per school year at the current College of Lake County (CLC) resident tuition rate. Coursework needs to be taken during the fall and spring college semesters. Approved coursework may be taken at institutions other than CLC, but the CLC resident tuition rate will be used for reimbursement. Under normal conditions, such approval shall be granted if the coursework was taken at an accredited college or university, a grade of “B” or better was attained and the coursework enhances the paraprofessional’s duties at Emmons School.

T. The board and union recognize that a well-trained paraprofessional staff will enhance the learning of all students in the district. When new programs, services, curriculum or initiatives are implemented at Emmons, training of relevant paraprofessionals will be provided by the district as needed. Paraprofessionals will be compensated at their hourly rate for any training sessions or days for which they attend.
ARTICLE VIII

GRIEVANCE PROCEDURE

A. Purpose

The primary purpose of this procedure is to secure the lowest level equitable solution to the problems of the parties involved. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with the Administration.

B. Definition

1. A grievance is a claim by a covered employee or the Union on behalf of named employees that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.

2. As used in the Article, "days" shall mean employee employment days, except during the summer recess when it shall mean days on which the District Business Office shall be open.

C. General Provisions

1. An employee should not be subject to discipline or reprisal because of his/her participation in the grievance procedure.

2. A grievance may be withdrawn at any step without establishing precedent and once withdrawn shall be treated as never having been filed.

3. All time limits may be extended by written agreement of both parties.

4. Hearings and conferences under this procedure shall be conducted at a time and place which shall be held, insofar as possible, after regular school hours, or during non-teaching time of the personnel involved. When such hearings and conferences are held at the option of the Administration during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.

5. No employee at any step of the grievance procedure shall be required to meet with the Administration or the Board without Union representation.

6. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

D. Grievance Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, a Union member may accompany the employee to assist in the informal resolution of the grievance. If however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:
Step One: The employee or Union on behalf of named employees, must present the grievance in writing to the Administration within thirty (30) days of the occurrence giving rise to the grievance. A meeting to discuss the grievance shall be held within thirty (30) days of the filing of the grievance. The Administration shall provide a written answer of the grievance to the aggrieved employee and Union no later than thirty (30) days following the meeting, including reasons for decisions.

Step Two: If the employee or Union is not satisfied with the disposition of the grievance at Step One or the time limits expire without the issuance of written reply, the employee or Union may refer the grievance to the Superintendent or designee. A meeting to discuss the grievance shall be held within ten (10) days of the filing of the grievance. The Superintendent or designee shall provide a written answer of the grievance to the aggrieved employee and Union no later than ten (10) days following the meeting, including reasons for the decision.

Step Three: If the employee or Union is not satisfied with the disposition of the grievance at Step Two or the time limits expire without the issuance of written reply, the employee or Union may refer the grievance to the Board of Education. A meeting to discuss the grievance shall be held within ten (10) days of the filing of the grievance. The Board shall provide a written answer of the grievance to the aggrieved employee and Union no later than ten (10) days following the meeting, including reasons for the decision.

Step Four: If the Union is not satisfied with the disposition of the grievance at Step Three, or the time limits expire without issuance of the Board's written reply, the Union may submit the grievance to binding arbitration. If arbitration shall be necessary, the services of the American Arbitration Association shall be employed. The Board and the Union shall equally bear the cost of the arbitrator. The arbitrator shall not have the authority to alter, add to, or ignore the provisions of this Agreement.

The submission of grievances not complying with these steps shall be deemed waived.
ARTICLE IX

MISCELLANEOUS PROVISIONS

A. **Duration**

This Agreement shall be effective from July 1, 2016 and shall continue in effect until June 30, 2019. The ending date shall not be construed to deprive employees of earned compensation and benefits; neither shall it preclude a grievance from being resolved on its merits when such grievance has not run its full course by that date.

B. **Date to Start Negotiations**

The parties agree to commence negotiations for a Successor Agreement at a mutually acceptable date, but in no event later than January 15th of the year of expiration of this Agreement.

C. **Procedure During Negotiations**

During negotiations the Board and the Union representatives shall exchange relevant data, points of view and proposals and counter-proposals. The Board shall make available for Union inspection all public financial records of the Board relating to negotiable items. Either party may utilize the services of outside consultants and/or lay representatives to assist in negotiations.

The time for these negotiations shall be established by mutual agreement between the parties.

D. **Severability-Savings Clause**

In the event any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect. If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

E. **No Strike Clause**

The Union and each employee agree that there shall be no strikes, work stoppages, activities which will disrupt the operations of the District, or refusal to fully perform job functions by the Union and each employee, during the duration of this Agreement.

F. **Complete Understanding and Waiver of Additional Bargaining**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily
and unqualifiedly waives any right which might otherwise exist to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Notwithstanding the above, the parties hereby agree that each has the right and obligation to engage in impact negotiations, if so requested by the other party, with respect to a decision by the Board to move any portion of its educational program to another campus during the term of this Agreement.

G. **Typing and Photocopying of This Agreement**

The Union shall assume all responsibility and cost related to the typing of this Agreement for execution by the parties. Upon execution of this Agreement, the Union shall assume all responsibility for the photocopying of sufficient copies of this Agreement for the parties. The Board shall reimburse the Union for one half (1/2) of the cost of such printing.

**In witness** whereof the parties have executed this Agreement to merge contract documents by their duly authorized representatives on this ________ day of ______________ 2016.

For the Board of Education  
Emmons School District #33

____________________________
President

____________________________
Secretary

For the Union  
Emmons Council, Lake County  
Federation of Teachers, Local 504, IFT-AFT/AFL-CIO

____________________________
President

____________________________
Secretary
## APPENDIX I

### 2015-16 Salary Schedule

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APPENDIX II
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Middle School Student Activity Coordinator 1069
Team Facilitators 1001
Kid’s Coalition 765
Yearbook Sponsor 900
Mentor Facilitator 354

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## APPENDIX III

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APPENDIX IV

OTHER EXTRA DUTY RATES

The following extra duty assignments have been grouped according to general expectations for each group. Compensation for activities within Groups I, II, III, and IV shall be hourly, depending on the nature of the activity stated below:

GROUP I - SUMMER PLANNING AND TRAINING SESSIONS includes any teacher who is requested by the administration, and agrees to attend a summer planning/training session shall be compensated at the substitute daily rate of pay, in one-half (1/2) day increments

GROUP II includes activities and/or experiences that are supervisory in nature or require attendance at a meeting (ie. Sit and get without producing a significant product, after school meetings)

*Group II activities will be paid at the rate of twenty-seven ($27) dollars per hour for certified teachers and twenty-five ($25) for paraprofessionals in lieu of their hourly rate*

GROUP III includes activities and/or experiences in which a teacher is working as part of a group producing a significant project (ie. Curriculum writing)

*Group III activities will be paid at the rate of twenty-nine ($29) dollars per hour*

GROUP IV includes activities and/or experiences in which the independent skills and expertise of the teacher are required (ie. Trainers)

*Group IV activities will be paid at the rate of thirty ($30) dollars per hour*

The determination of hours for Appendix IV activities will include all actual student contact and supervision time as well as preparation time as approved by the administration.