

**Professional Agreement**

**Between**

**Riley Education Association**

**And**

**The Board of Education**

**Riley Community Consolidated School**

**District #18**

**Marengo, Illinois**

**2008 - 2011**

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**1. RECOGNITION**

The Board of Education of Riley Community Consolidated School District #18 recognizes the Riley Education Association IEA-NEA as the exclusive representative for all regularly employed full and part-time certified teachers for purposes of bargaining under the Illinois Educational Labor Relations Act.

**2. SCHOOL CALENDAR**

The employment year for all full-time certified teachers shall not exceed 180 pupil attendance days. The salary schedule as shown in Attachments I, II, and III shall be based on 180 days. Prior to adoption of the calendar by the Board, the Administration will receive advisory input from the teaching staff.

**3. LENGTH OF WORKDAY**

Teacher must arrive twenty (20) minutes prior to the start of school and may leave twenty (20) minutes after the end of school. The start of school begins at 8:10 AM and ends at 3:02 PM

The time before and after school is intended to be used for planning, lesson preparation, curriculum development, committee work, conferencing with students, parents, or teachers, and attend meetings scheduled by administration or designee.

All full-time certified teachers shall receive a minimum of a forty-minute (40) duty free lunch; a longer duty free lunch shall be given when the schedule permits.

**4. PLANNING TIME**

All full-time certified teachers will receive planning time of not less than the time equivalent of five (5) Junior High School periods per week or prorated time based on student contact days per week whichever is less.

The Board of Education shall reimburse those staff members who agree to teach in excess of five teaching classes or teach during the semester(s) in lieu of either their assigned planning time or non-teaching period. Payment for teaching each additional period will be one seventh (1/7) of their base salary for the semester(s), paid quarterly.

**5. SALARY**

The contract will include a 2.75 percent increase on the base for 2008-2009, a 2.75 percent increase on the base for 2009-2010, and a 2.75 percent increase on the base for 2010-2011. Pay schedule will be based on the attached REA schedule, that caps steps at 26 with a 1% longevity pay increase for the last right hand step.

The Board will continue to pay all Teacher Retirement System (TRS) contributions for all employees who participate in TRS. These contributions will continue to be reflected as a separate line item on the salary schedule.

The Riley Education Association agrees to pay the employee (member) portion of the Teacher's Health Insurance System (THIS). The Board shall pay the appropriate employer contribution portion of the (THIS) fund.

**6. PAYROLL**

Teachers may request to be paid on a 10 or 12-month basis. Payroll checks will be issued the last working day before the 16<sup>th</sup> and the last working day of each month.

**7. HEALTH INSURANCE**

(Blue edge HSA – E2EJ3405, \$1100 Deductible – 80% / 60% out of network)

The Riley Board of Education agrees to contribute to current employee's HSA account 50% of the yearly deductible. The contributions shall be as follows: Family, Employee+child, and Employee+spouse \$1100 and Employee (single) \$550. HSA deductible contributions will be payable October and January to the custodian of the HSA account.

The premium payments shall consist of 1/12<sup>th</sup> paid by the employee for family, employee+child, or employee+spouse. The monthly health premiums for single employees will be paid for by the Board of Education.

Employees hired after the 2005-2006 school year and thereafter, shall pay 6/12ths of the premium costs for any family, employee+child, or employee+spouse. Single employee's premium shall be paid for by the Board of Education

**PPO Choice**

Employees may choose in place of the Blue Edge HSA (E2EJ3405) Standard PPO Plan (E2P43436) with \$250 deductible for employee and \$750 deductible for family coverage.

**In-Lieu of**

Employees currently receiving in-lieu of insurance payment of \$2000 will continue to receive this benefit for the 2008-2009 school year. The payment shall be \$1500 for the 2009-2010 and \$1000 for the 2010-2011 school years. Should the employee choose to receive insurance benefits in the future they will be excluded from future in-lieu of payments.

## **8. LIFE INSURANCE**

The District shall provide all full-time certified employees with twenty thousand and 00/100 dollars (\$20,000) of term life insurance coverage through a group carrier. An employee must be eligible for the Riley District #18's major medical health insurance program in order to receive term life insurance.

## **9. SICK LEAVE**

All full-time certified personnel are granted sick leave provisions in the amount of twelve (12) days (employees starting in school year 2008-2009) in the first four (4) years in this district, and starting the fifth year of employment certified staff will be given fifteen (15) days each year for the next fifteen (15) years and starting on the twentieth (20) year, twenty (20) days each year thereafter. This will be pro rated for part-time employees. Sick days are to be used for purposes of illnesses, disability, and/or medical reasons pertaining to the immediate family. Immediate family shall be inclusive of the following: self, spouse, siblings, spouse's siblings, children, stepchildren, parents, grandparents, and parental in-laws.

Where a pregnancy exists with certified personnel, the use of paid sick leave is permissible during the time of disability due to the pregnancy. Individuals using paid sick leave for disability conditions must return to work when any disabling conditions no longer exists. Certified personnel may request an unpaid Leave for maternity/paternity leave.

Sick days may be used for loss of immediate family members to attend or to make arrangements for appropriate services, arrange for medical or nursing care. The unused sick and/or personal days, for which the employee can be compensated, shall accumulate to a maximum of 380 days. Uncompensated sick days may continue to accumulate thereafter.

## **10. MATERNITY/PATERNITY LEAVE**

- A) All tenured certified personnel shall be granted a maternity/paternity (including adoptions) leave not to exceed one year. Written application for leave shall be made to the Superintendent no later than 30 days prior to the date the leave is to commence. The application shall state the anticipated beginning and ending dates of the leave, and the type or combination (sick and/or unpaid) leave(s) desired.
- B) A maximum of 9 weeks of accumulated sick leave may be used for compensated maternity/paternity leave. Uncompensated leave time does not contribute to service time for purposes of establishing steps or seniority.
- C) When granted a maternity/paternity leave hereunder employee may continue group insurance benefits by paying each monthly required premium by the 15<sup>th</sup> day of the previous month for which it covers.
- D) After maternity/paternity leave, the employee shall return to a position for which she/he is legally qualified.
- E) The Superintendent and/or Board may waive the above listed time requirements under appropriate circumstance and shall not set s precedent with respect to any other maternity/paternity leave.
- F) Anything in this article to the contrary notwithstanding, a teacher shall not be entitled to a maternity/paternity leave of more than nine weeks if she/he has been previously granted a maternity/paternity leave and has not returned to full-time employment for at least one (1) full school term since the termination of such prior leave. A teacher may use accumulated paid sick days of nine weeks or less during the maternity/paternity leave.

**11. MILITARY LEAVE**

The School Board will follow military leave regulations provided by Federal and State Law.

**12. PERSONAL DAYS**

Personal Leave: All full-time certified personnel may substitute three (3) days personal leave in lieu of three (3) sick leave days. All requests for personal leave shall be made to the Superintendent or his/her designee. For the 2008-2009 school year only the total accumulated personal leave days may total four (4) days.

The administration may limit to four (4) teachers who shall be permitted to use a personal leave day on any given day. All personal leaves must be requested as soon as possible and no later than at least twenty-four hours before the absence is to begin, except in extreme emergencies. Personal days should not be used the day before or the day after a holiday, scheduled school breaks, during the first or last five (5) instructional days of school or in conjunction with sick days. This will be pro-rated for part-time employees. Any exceptions to this policy shall require prior approval from the Superintendent or his/her designee.

**13. CONTINUING EDUCATION**

Allotment paid per course cost not to exceed the Northern Illinois University per credit hour rate in-state tuition. Continuing education reimbursement eligibility is for full time teachers who have previously taught at Riley School for one school year and have a contract with Riley School for the following school year. All reimbursable course work must be approved prior to the start of said course work, in writing, by the Superintendent. Reimbursement is not to exceed nine (9) hours in total during the contract year. Reimbursement will be made only for satisfactorily completed course work. In order for a teacher to advance on the salary schedule, course work must be in a degreed program or teaching field, unless approved in advance by the Superintendent. Reimbursement for courses completed while school is not in session will be made the first full week of the following school year. Before reimbursement shall occur certified staff shall submit a receipt for the course and an official transcript or similar document from the institution showing successful completion of the course.

Eligible teachers who choose not to return to a full time position at the start of the school year shall compensate the District for any coursework reimbursement received during the prior twelve (12) month period. This shall include teachers on leave who do not return to a full time position following completion of the leave.

**14. CURRICULUM PLANNING / COMMITTEE / and IN-SERVICE DAYS**

The district will provide a minimum of two early dismissal days to address school needs as determined by administration and teacher committee(s) as related to areas of school improvement, curriculum planning, teacher In-service, and committee work. Early dismissal days will be in addition to any other early dismissal days approved by the Board of Education in accordance with the School Code of Illinois. All dismissal times shall meet the minimum number of school hours of a school day in order to meet attendance requirements for General State Aid reimbursement.

**15. PHYSICAL EXAMINATION**

At the school district’s request, a physical examination may be required of any staff member. The Board will assume the cost of this examination.

**16. JURY DUTY**

Any teacher serving on jury duty or subpoenaed to witness will be paid their regular salary providing the teacher pays Riley School District an amount equal to what they have received for jury duty.

**17. MILEAGE REIMBURSEMENT**

Mileage shall be at the Internal Revenue Service’s established rate per mile. Any mileage reimbursement shall receive the prior approval of the administration.

**18. NOTIFICATION OF AVAILABLE EMPLOYMENT OPPORTUNITIES**

Any teaching or administrative position available or any new teaching positions to be created by the Board will be formally announced. This information will be made available to all members of the Riley School teaching staff near the faculty mailboxes. Notice in daily announcements for two days will also be made. When school is not in session, teachers will be notified by mail and will have 72 hours in which to respond.

All K-8 teaching assignments for the forthcoming year are to be tentatively made sixty (60) days prior to the onset of the first teaching day of the school year. In the event changes in such assignments are proposed, the employees affected shall be notified promptly.

**19. REDUCTION IN FORCE OF CERTIFIED TEACHING PERSONNEL**

The REA shall be consulted about reduction of certified teaching personnel in advance of any public announcement when the School Board is considering reducing the number of teachers in the District due to decreased enrollment or lack of funds or for any other reason. A three (3) member committee from the REA and School Board along with the Superintendent and Principal shall meet to discuss the number of teachers to be dismissed and teaching positions eliminated. This meeting shall be held no later than 15 working days prior to the board meeting at which the School Board officially acts to reduce teachers or positions. The REA shall submit to the School Board Committee and Superintendent in writing, within 10 days following the initial meeting, any recommendations or alternatives to the proposed reductions. The final reduction of certified teaching personnel shall rest with the School Board.

If the REA makes recommendations or alternatives to proposed reductions that will be considered by the School Board; the Board, in writing, shall inform the REA of their final decision with regard to reductions. If it is imminent that the reduction of certified teacher personnel is the only recourse; the Board of Education will give the named teachers a written notice of dismissal by certified mail return receipt in accordance with the regulations and time frame as stipulated in accordance with The School Code.

In all cases, the School Board shall first dismiss all teachers who have not entered continued contractual service before dismissing any teacher under continued contractual service and who is legally qualified to hold a position currently held by a teacher not on continued contractual service. If it is necessary to remove teachers who have entered into continued contractual service, then the following seniority rules shall be applied in making such decisions:

## **20. SENIORITY DEFINED**

Length of continuous service in the District as utilized in Section 24-12 of The School Code will be defined as follows:

- A. Years of continuous service as a teacher in the District. Less than full-time teaching service will be computed on a pro rata basis. Time on unpaid leaves of absence of more than ninety (90) consecutive working days will not be counted in determining seniority. Such unpaid leaves of absence approved by the Board will not constitute an interruption of teaching service.
- B. If total continuous service as a teacher with the District is equal between two or more teachers, then the order of dismissal and/or recall will be determined by the total service as a teacher with the District, whether or not continuous. (Such service will be computed as described in (A) above.)
- C. If a tie remains after the application of the procedures as described in (A) and (B) above, then the order of dismissal and/or recall will be determined by horizontal credit on the salary schedule with the person with more credit considered more senior.
- D. If a tie remains after the application of the above procedures, the order of dismissal and/or recall will be based on the school's needs as determined by a committee of 3 teachers and the administration.

If the School board within one (1) calendar year thereafter increases the number of teachers or reinstates the position so discontinued, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed if they are legally qualified to hold such positions and available to return within the District's time frame.

## **21. SENIORITY LIST**

By February 1<sup>st</sup> annually, the Board will publish a seniority list which is prepared according to the provisions herein. This list will be posted in a designated area near the teachers' mailboxes. The list will include the teacher's responsibility to respond to any discrepancies. Each teacher shall have 30 calendar days thereafter to file written objections to his/her ranking. A teacher's failure to make a timely objection shall be deemed an acceptance of the ranking, and the teacher cannot thereafter challenge his/her seniority until the following year.

## **22. EXTRA DUTY / EXTRA CURRICULAR ASSIGNMENTS**

When a vacancy exists in any assignments in addition to the normal teaching load the assignments will first be made available to the Riley teaching staff members. Reasonable requests by certified personnel will be given primary consideration in assignment of extra-curricular duties. The administration and/or board will determine qualifications. Further, it is understood that the establishment of a schedule does not require the Board to conduct each activity listed on the schedule. By mutual agreement of the representatives, the board may pay an amount beyond this schedule. Vacating any extra curricular position requires resignation or request for leave-of-absence for up to one year.

Any extra-curricular assignee must notify the administration by August 1 that he/she will not fulfill that position the following school year.

**23. EXTRA DUTY STIPEND SCHEDULE**

The Extra Duty Stipend Schedule will be aligned regarding placement of various extra duty non-instructional supervision assignments in order to reflect position and time spent to adequately fulfill that position. There will be an annual review of the assignments with a committee consisting of a member from the REA, the athletic director, and a member of the administration. The Stipend Schedule will be adjusted each year of the contract to reflect the base pay of that year. The Stipend Schedule includes the Board paid TRS costs. The committee may make recommendations to the board of Education regarding revisions to the stipend schedule.

Non-instructional supervisory positions will reflect the hourly compensation rates for the contract years. The positions can include, but may not be limited to, such positions as lunch or recess duty.

<u>2008/2009</u>	<u>2009/2010</u>	<u>2010/2011</u>
\$16.00	\$18.00	\$19.00

**24. RETIREMENT**

(Not in conjunction with “5 + 5”): A retiring employee with at least 25 years of service will be granted the maximum percent increase allowed by Illinois State law, provided there are no penalty costs to the district, for each of their final two (2) teaching contract years based on his/her last two year’s pay plus one (1) year of individual health insurance coverage at the TRS individual rate. To receive the two year bonus, the employee must notify the district superintendent in writing by the first day of September one year prior to retirement.

All retiring employees will be compensated for the number of unused allowable sick days at a rate of \$50 per day. The maximum paid days shall be twenty (20). The employee shall notify the District in writing of their plans to retire by September 1<sup>st</sup> of the last year in order to receive the above mentioned benefits.

**25. DOCUMENTATION AVAILABILITY**

The board will provide the designated representative, by the Riley Education Association, a copy of the Board Agenda and Board Minutes when those documents are available for distribution. The Riley Education Association will inform the Riley Board of Education in writing by September 1<sup>st</sup> of each year, who is their designated representative to receive documentation.

**26. IN-HOUSE SUBSTITUTION**

A teacher who is required to take over a class for another teacher will be reimbursed at a rate of \$30.00 per 44 minute period or hour. This amount will be paid quarterly.

## 27. GRIEVANCE PROCEDURE

A grievance shall be any claim by the Association, an employee, or group of employees that there has been a potential violation of the terms of this agreement. If the Association files the grievance, the teacher, or teachers whose contractual rights were violated must be named.

All time limits are defined as school days (days). A school day is a pupil attendance day as listed in the yearly school calendar.

The parties acknowledge that an employee may resolve issues through free and informal communication; however, a grievance shall be processed as follows:

### Step 1

The grievant shall present the grievance in writing to the Superintendent within ten (10) days of the incident. The Superintendent will arrange for a meeting to take place within ten (10) days after receipt of the grievance. Within ten (10) days of the meeting, the Superintendent shall provide the grievant and the Association a written response.

### Step 2

If the grievance is not resolved at Step 1, the Association or grievant may refer the grievance to the Board of Education for a hearing. The Board of Education requires five (5) days notification before its next regularly scheduled meeting to add the hearing to the agenda. The written notice shall identify all parties who will be present at the hearing to discuss the grievance. Within ten (10) days of meeting, the Board shall provide the grievant and the Association a written response.

### Step 3

If the grievance is not resolved at Step 2, the Association may submit the grievance to final and binding arbitration under the American Arbitration Association, rules and procedures. The parties shall share the arbitrator fees and expenses equally. If the grievance is not filed within 30 days from the date of the written response in Step 2 the grievance is considered withdrawn.

Time limits may be extended by mutual agreement.

An employee may be represented by an Association representative at any step in the procedure, including informal communication. The Superintendent will be given written notification of who is representing the employee(s).

A grievance may be withdrawn at any step without establishing prejudice or precedent.

All records related to a grievance shall be filed separately from the personal files of employees.

All grievances shall be recorded on a Grievance Report Form as shown on pages 9,10.



**Step II**

A. Date Received by Superintendent: \_\_\_\_\_

B. Disposition of Superintendent:

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Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Disposition of Grievant and/or Association:

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\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Step III**

A. Date Submitted to Arbitration: \_\_\_\_\_

B. Disposition of Arbitrator:

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Arbitrator's Signature \_\_\_\_\_

Date \_\_\_\_\_

Rep. Riley Teacher's Association

Date

**28. NO STRIKE CLAUSE**

During the terms of the Agreement, employees represented by the Association agree no to strike, or engage in or support or encourage any concerted refusal to tender full and complete services in the school district or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the school.

**29. PART-TIME TEACHERS**

Any part-time certified teacher(s), as of the beginning date of this contract will be afforded the benefits outlined above at 50% of the full-time rate or terms. Part-time is considered at least 18 hours but not more than 25 hours per week for the school year.

**30. AGREEMENT**

This agreement supercedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the School Board and the REA and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

**31. ILLINOIS STATUTES / SCHOOL CODE**

If any section, paragraph, sentence, or clause of this agreement is held invalid or unconstitutional by the State of Illinois statutes or the Illinois School Code such decision shall not affect the remaining portion of this agreement or any section or part thereof. The State of Illinois Statutes and the Illinois School Code shall prevail otherwise the parties mutually agree that the terms and conditions set forth in this agreement may be altered, changed, added to, deleted, or modified only through the voluntary consent of both parties by way of an amendment.

**32. SCHOOL BOARD**

It is recognized and agreed to that the legal responsibility for education is vested in the local School Board and that this responsibility of final decision-making cannot be delegated. the management of the school, including the determination, direction and control of school operations and the working force, is vested to the School Board except as otherwise provided in this agreement.

\_\_\_\_\_  
Riley Education Association President

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

