

Draft
6/23/10

AN AGREEMENT BETWEEN

RIVER GROVE SCHOOL DISTRICT 85.5

BOARD OF EDUCATION

AND THE

**RIVER GROVE CLASSROOM TEACHER'S
ASSOCIATION**



2010-2013

ARTICLE I

AGREEMENT AND RECOGNITION

Section 1: PARTIES TO AGREEMENT

This Agreement is entered into between the Board of Education of Public School District 85.5, River Grove, Illinois hereinafter called the “Board”, and the River Grove Classroom Teachers’ Association, hereinafter called the “Association”.

Section 2: RECOGNITION/DEFINITION OF UNIT

The Board recognizes the Association as the sole and exclusive bargaining agent for all certificated teachers under contract to the Board. The term “teacher” shall not include members of the administrative staff, those who are in a managerial or supervisory capacity, substitute teachers (short or long term), employees of Special Education Cooperatives assigned to this District, or other certificated personnel who are employed jointly with other school districts.

Section 3: HALF-TIME/PART-TIME TEACHERS

The term “half-time teachers” shall mean those certificated classroom teachers who work 50% or more, but less than full-time teachers. The term “part-time teachers” shall mean those certificated classroom teachers who work less than “half-time teachers”. “Half-time teachers” shall receive prorated salary and fringe benefits based upon the percent of time they work compared to full-time teachers. “Part-time teachers” shall receive prorated salary based upon the percentage of time they work compared to full-time teachers and will receive no fringe benefits. (Exception to the above – see Article VIII, Section 4b)

ARTICLE II

MANAGEMENT RIGHTS

Section 1: RESERVED RIGHTS

The Board, on its own behalf and on the behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Illinois and of the United States, including, but without limiting the generality of the foregoing, the right:

- a. To the executive management and administrative control of the system and its properties and facilities, and the duties of its teachers.

- b. To hire all teachers and, subject to the provision of law, to determine their qualifications and the conditions for their continued employment, their dismissal or demotion, and their promotion or transfer.

Section 2: LIMITATIONS

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE III

ASSOCIATION RIGHTS

Section 1: MEETINGS

The Association and its representatives shall have the right to use school facilities at reasonable hours for meetings, with prior approval of the administration. The Board may make a charge for any required special custodial services.

Section 2: ASSOCIATION BUSINESS

Duly authorized representatives of the national, state or county organization of the River Grove Classroom Teachers' Association shall be permitted to transact official Association business on school property, only before the teachers' duty day begins, during the duty free lunch period and after the teachers' duty day ends, provided such transactions shall be conducted so as to result in no undue interference with or interruption of the instructional program. The Superintendent or designee shall judge whether the instructional program is suffering undue interference or interruption.

Section 3: USE OF EQUIPMENT AND SUPPLIES

With approval of the administration, the Association shall have the right to use school equipment at times when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to each use. No machines may be removed from the building for use by the Association.

Section 4: USE OF BULLETIN BOARDS AND MAILBOXES

The Association shall have the right to post notices of activities and matters of official Association business on a bulletin board provided by the Board and located in the lounge assigned to the teachers. The Association may use the teacher mailboxes for

communications designated as official Association business. No material of abusive or defamatory nature shall be posted or mailed.

Section 5: FAIR SHARE

- A. Each “teacher” as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.
- B. In the event that the teacher does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member in accordance with Article IV of this Agreement and the applicable rules of the Illinois Educational Labor Relations Board.
- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- D. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Board gives prompt notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and,
 - 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witness and making relevant information available at both, trial and all appellate levels.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless, the Board, its members, officers and agents from any liability for damages and costs imposed by a court or administrative agency as a direct consequence of the Board’s non-negligent compliance with this Article.
- F. The obligation to pay a fair share fee will not apply to any teacher who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such teacher is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the teacher to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board. Additionally, non-member teachers who object to the amount of the fair share fee shall have the right to file objections with the Illinois Educational Labor Relations Board, pursuant to its objections procedures.

Section 6: ACCESS TO FINANCIAL DOCUMENTS

Within five (5) working days of approval by the Board of Education or other appropriate authority, the President(s) of the River Grove Classroom Teachers Association (RGCTA) will receive copies of the District's budget and annual financial report as filed on Illinois State Board of Education forms 50-35 and 50-36. To the extent these items are posted on the District website, there may be no need to make paper copies. Additionally, not later than October 1, of each year the RGCTA President(s) will receive from the District a list of all the members in the RGCTA bargaining unit, their salary for that year, the number of years of work experience they are credited with, the number of years they have worked in the District, and their educational status (their degrees and hours beyond degrees). Finally, prior to September 1, of each year, the RGCTA President(s) will receive from the District a written notification of the starting salary for that year for new members of the bargaining unit with no prior work experience and no credits beyond their bachelor's degree.

ARTICLE IV

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTION

Section 1: AUTHORIZATION AND REVOCATION

Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association. The amount of said deduction should be certified annually by the Association prior to September 15. The Board shall not be expected to begin such deductions until the annual certification is made. The teacher authorization form, to be furnished by the Association, once filed by a teacher shall continue on an annual basis until withdrawn, in writing, by the teacher. Such revocation must be made by the teacher between September 1 and September 15. Upon receipt of any revocation, the Board shall notify the Association in writing of same.

Section 2: HOLD HARMLESS

The Association agrees to hold the Board harmless and protect the Board from any claim that may arise from individual members covered by this agreement as a result of having deducted or not deducted from their wages Association dues in accordance therewith; and in addition, the Association shall provide the Board adequate and full legal counsel so that the defense of this Article shall be fully and completely defended, and any judgments obtained hereunder will be fully and completely paid by the Association.

Section 3: REMITTANCE TO ASSOCIATION

With respect to all sums deducted by the Board pursuant to authorization of the teacher, the Board agrees to remit to the Association that portion allocated to the Association.

Section 4: FINAL DEDUCTION

If a teacher resigns prior to September 1 of any year, the Board shall deduct the unpaid portion of the annual dues from the teacher's final paycheck. Teachers shall also sign a payroll deduction form stating the above deduction provision and including the following statement: "I authorize any unpaid portion of Association dues to be deducted from my final pay check in the event of leaving the school district before September 1".

ARTICLE V

GRIEVANCE PROCEDURE

Section 1: DEFINITION

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- a. The termination of service for cause of any teacher.
- b. The failure to re-employ a probationary teacher.
- c. The termination of any teacher from a position on an extra-curricular schedule.
- d. The merits of any teacher evaluation.

Section 2: FILING, SEVERABILITY AND REPRESENTATION

- a. A grievance must be filed not later than fifteen (15) days following the occurrence of the alleged grievance or such time as the grievant could reasonably have had knowledge thereof.
- b. Failure of a teacher or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within time limits shall permit the grievant to proceed to the next step.
- c. If the Association or any teacher files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the administration shall not be required to process such claim or set of facts through the grievance procedure.
- d. A grievant shall have the right of representation by the Association at any step.

Section 3: STEPS

- a. First Step:
An attempt shall be made to resolve any grievance through informal, verbal discussion between the grievant and his/her Principal.
- b. Second Step:
If the grievance cannot be resolved informally, the aggrieved teacher shall file such grievance in writing with the Principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement violated and shall state the remedy requested. The Principal shall meet with the grievant, make a decision on the grievance and communicate it in writing to the teacher and the Superintendent within ten (10) days after receipt of the grievance.
- c. Third Step:
In the event the grievance has not been satisfactorily resolved at Step 2, the aggrieved teacher shall file, within five (5) days of the Principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) days after such written grievance is filed, the aggrieved and the Superintendent shall meet to discuss the grievance. The Superintendent shall file an answer within ten (10) days of the Step 3 grievance meeting and communicate it in writing to the teacher and the Principal.
- d. Fourth Step:
If the grievance is not resolved satisfactorily at Step 3, the Association may submit, in writing, a request on behalf of the Association and the grieving teacher to the Superintendent, within fifteen (15) days from the receipt of the Step 3 answer, to submit the grievance to binding arbitration before an arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the American Arbitration Association will be requested to provide a panel of arbitrators from which the parties shall select an arbitrator in accordance with the rules of the American Arbitrators Association. Expenses for the arbitrator's services shall be borne equally by the Board and the Association. The arbitrator, in his/her opinion shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

Section 4: CESSATION

If a teacher and/or the Association, on behalf of a teacher, initiate a grievance and said teacher subsequently voluntarily leaves the employment of the District, all further proceedings relating to the grievance shall be barred.

Section 5: ASSOCIATION INITIATION

The Association shall have no right to initiate a grievance involving the rights of a teacher or group of teachers without the express written approval of the same.

Section 6: DEFINITION OF "DAYS"

The term "days", as used herein, shall mean days in which school is in session. When school is not in session, the term "days" shall mean calendar days, excluding Saturdays, Sundays or holidays. An exception to the term "days" could be made at any of the grievance steps if mutually agreed upon by all participants at the individual step.

ARTICLE VI

TEACHING HOURS, CONDITIONS, AND LOAD

Section 1: TEACHER DAY

The teacher day shall be 7 hours and 9 minutes long. It will begin no earlier than 8:00 a.m. and end no later than 3:35 p.m. each day school is in session, unless excused by the Principal. The student day shall start no sooner than ten minutes after the start of the teacher's day and end no later than five minutes before the end of the teacher day. Any change to the present times shall be agreed upon by the Board and the Association. Teachers are also expected to attend meetings which the administration arranges that extend beyond the normal workday. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher. Half-time and part-time teachers will be expected to attend institutes, workshops, or faculty meetings which are within or contiguous to their scheduled working day. Parent-teacher conferences will be scheduled within the defined working day of the half-time and part-time teachers.

Section 2: EVENING FUNCTIONS

Teachers, including half-time teachers, are required to attend Open House Night and two other PTA functions approved by the Administration during the school year. Part-time teachers need only attend the Open House and one other PTA function. The Association will submit a list of PTA functions to the Administration for approval on an annual basis. This approved list will be updated throughout the school year.

Section 3: TEACHING LOAD

Changes in teaching load shall be based on the needs, conditions and operations of the school but shall not include bus duty, lunch duty or lunch playground supervision.

Section 4: TEACHING ASSIGNMENTS

All full-time teachers shall be given written tentative notice of their respective assignments for the forthcoming school year as to teaching grade, subject, or classroom no later than the **first Monday in May** of the current school year. In the event changes in assignments are necessary after such notice is given, the full-time teacher affected shall be notified promptly thereof and consulted before such changes are assigned.

Section 5: TEACHER RESIGNATION

A teacher who has entered into contractual continued service may resign at any time by obtaining concurrence of the Board or by serving at least thirty (30) days' written notice upon the Secretary of the Board. However, no teacher may resign during the school term, without the concurrence of the Board, in order to accept another teaching assignment. If any portion of a teacher's thirty (30) day resignation notice runs into the start of the next school term, then the Board must concur if the reason for the resignation is the teacher's acceptance of another teaching assignment. Any teacher terminating said service not in accordance with this section is guilty of unprofessional conduct and liable to suspension of his/her certificate for a period not to exceed one year.

Section 6: CO-PLANNING, SCHEDULING, AND PREPARATION

The first Institute Day of the new school year will have half of the day devoted to scheduling and co-planning between teachers. During any scheduled School Improvement Day in the calendar, the first 45 minutes are to be used for grade level, curricular, and co-planning meetings for the faculty. Substitute teachers will be arranged for special education teachers in order to co-plan with general education teachers in the junior high once a trimester. Appropriate preparation time for new assignments or new programs will be provided beyond current preparation time.

ARTICLE VII

TEACHER EVALUATION

Section 1: PROCEDURE

- a. Non-tenured teachers will share in at least two formal evaluations and evaluation conferences during each year of probation.
- b. Tenured teachers will share in at least one formal evaluation and evaluation conference at least once every two years. Upon the request of the teacher or administrator, a tenured teacher may be evaluated annually.
- c. Before any formal observation or conference is done, an administrator shall inform the teacher of who is going to be doing an observation or conference and, also, shall acquaint the teacher with the evaluation procedures being used.

- d. All formal observations of classroom teaching performance shall be of such length that an entire structured class period is observed.
- e. Results of all formal observations or conferences will be formulated into a written statement and a copy given to the teacher. The teacher may file a written response to the evaluation, which will be attached to the statement. The evaluation statement and any responses will be included in the personnel file.
- f. All formal evaluations of classroom teaching performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- g. While this Article deals with but a single method of formal evaluation of teacher, i.e., performance in a classroom, nothing in this Article is to be construed as precluding evaluation of a teacher by the administration by the use of other techniques, or in other situations, so long as the teacher is informed of them and they are employed openly and fairly.
- h. Before any evaluation statement can be placed in the personnel file of a teacher, a conference shall be held between the person making the evaluation and the teacher being evaluated. This conference shall be held within twenty (20) days of such observation or evaluation.

Section 2: TEACHERS RIGHTS

- a. Each teacher shall have the right, upon request, to review his/her personnel file (within seven (7) working days) and to respond in writing to any objectionable or adverse statements found in the file. There shall be only one personnel file for each teacher.
- b. When any teacher is required to appear before the Board or an administrator for a formal discussion concerning the continuation of the teacher in his/her position of employment, the teacher shall be given reasonable prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting if the teacher so desires. This clause shall not apply to conferences held between administrators and teachers pursuant to the normal routine evaluation procedures of the District.
- c. Whenever the District receives a Freedom of Information Act (FOIA) request concerning a particular teacher(s) that teacher(s) will be notified of the request and receive copies of any documents provided to the requesting party within two (2) working days of the fulfillment of the request. If the same FOIA request is made by a different party, the teacher(s) who is the subject of the request will again receive notice of the request in the same timely manner as stated above, but the documents provided the new requesting party will not again be provided to the teacher unless a new document not previously provided for a FOIA request is now given to the requesting party.

ARTICLE VIII

REDUCTION IN TEACHING FORCE

Section 1: SENIORITY DEFINED

The term “seniority” is defined as the length of continuous full-time service in the District from the date of commencement of employment (first day on the job). A teacher shall accumulate seniority (length of service) through full-time employment only. Any tenured teacher who is removed or dismissed or reduced to less than full time status as a result of a decision of the Board to decrease the number of teachers employed or to discontinue some particular type of teaching service and who accepts the tender of vacancy within one calendar year from the beginning of the following school term shall lose no tenure rights which accrued while in contractual continued service.

Section 2: REDUCTION IN FORCE

In reducing staff, the following layoff sequence will prevail:

- a. All non-tenured teachers, within the limitation of individual certifications and qualifications.
- b. Tenured teachers in inverse order of their seniority, within the limitations of individual certification and qualifications.

Section 3: RECALL RIGHTS

If the Board has any full or half-time teaching vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to the tenured teachers so removed or dismissed so far as they are legally qualified to hold such positions and shall be offered in inverse order to lay off. Teachers to be rehired will be notified by certified mail at their permanent address on file with the Board. Teachers recalled must notify the Board of their acceptance within ten (10) days of receipt of the recall notice. Failure to do so will release the Board from any future obligation to the teacher. In case of conflict between two or more teachers being recalled caused by identical seniority, the Board reserves the right to select the teacher with the best qualifications, and the Board shall be the sole judge on this matter.

Section 4: TERM OF RECALL AND INSURANCE

- a. During a tenured teacher’s recall period, such teacher may also continue membership in the group major medical insurance plan, subject to carrier’s approval and COBRA regulations.
- b. A tenured full-time teacher who is reduced to less than full time status due to RIF shall have prorated salary and prorated fringe benefits, except for medical insurance to be paid in full by the Board for one year.

Section 5: EXPERIENCE CREDIT

A tenured teacher who has been recalled and has accepted reemployment with the District shall be given full credit for prior experience and training.

Section 6: RIGHT TO SUBSTITUTE

Tenured teachers honorably dismissed through a RIF action who express a desire to substitute shall be given priority to do so.

ARTICLE IX

LEAVES

Section 1: SICK LEAVE

Teachers shall be entitled to paid sick leave days in accordance with the following schedule:

0-4 years experience in the District	12 days
5-15 years experience in the District	15 days
16-20 years experience in the District	20 days
21-25 years experience in the District	25 days
26 or more years experience in the District	30 days

Sick leave shall accumulate to three hundred seventy (370) days. Teachers employed prior to June 1, 2007 are entitled to receive 13 sick leave days until beginning their fifth year of experience in the District, at which point the above schedule will be applied. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family and household. The Board may require a certificate from a physician, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of four (4) consecutive days for personal illness, or as it may deem necessary in other cases. The immediate family, for purposes of this Article, shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians or other persons whose household is the same as the teacher.

Section 2: ASSOCIATION LEAVE

In the event the Association desires to send a representative or representatives to a local, state or national conference or on other business pertinent to the Association's affairs, said representative(s) shall be excused without loss of salary or sick leave, provided the following conditions are met:

- a. No more than two (2) representatives will be excused on any one day.

- b. The total number of days permitted for such meetings shall be limited to six (6) days per school year. In the event two representatives are excused on the same day, that day shall count as two of the six (6) days allowed hereunder.
- c. A written request for excused leave must be submitted to the Superintendent at least four (4) school days prior to the day requested.
- d. The excused days must not impair the quality of classroom instruction. The Superintendent shall be the sole judge, using the same standards as applied to any other authorized absence, as to whether leave on the days requested would impair the quality of classroom instruction.
- e. The Association shall reimburse the District for the cost of substitute teachers needed in order to allow excused absence as per this Article. Such reimbursement shall be made no later than ten (10) days after the day of such leave.

Section 3: PERSONAL LEAVE

At the beginning of each school year, each full-time teacher shall be credited with two (2) days of absence for personal business. Each half-time teacher shall be credited with two (2) half-days (1/2) of absence for personal business. Teachers are not required to submit a reason for the personal leave day request, however, teachers shall voluntarily limit the use of such leave to matters which cannot be scheduled during non-school days or hours. A personal leave day request shall be made in duplicate written copy to the Superintendent or designee at least three (3) days prior to the day of absence, except in cases of emergency. The Superintendent will respond by the following school day and return a signed request form to the teacher or teacher's mailbox. The Superintendent shall either grant or deny the personal leave day request. A personal leave day request will not be granted the first five (5) days of the school year, nor the last five (5) days of the school year, unless the leave is for a recognized religious holiday or extenuating circumstances approved by the Superintendent. Extenuating circumstances shall be presented to the Superintendent in consideration of granting or denying the leave. Personal leave days before or after a holiday recess period for the purpose of vacationing will not be approved, except under extenuating circumstances. In the absence of the Superintendent, the Principal shall respond to the submitted leave request. Unused personal leave days, including half days, will be converted to sick leave annually.

Section 4: BEREAVEMENT – NON IMMEDIATE FAMILY

One (1) day annually of paid sick leave may be taken to grieve the death of a non-immediate member of the family if a personal leave day is not available to a teacher.

Section 5: BEREAVEMENT LEAVE – IMMEDIATE FAMILY

All teachers shall be allowed annually up to three (3) days absence without loss of pay due to the death of a member of the immediate family. Immediate family will include spouse, child, parent, brother, sister, grandparent and grandchild and immediate step family members. Bereavement leave days shall not be accumulated from year to year. The use of such bereavement leave shall not cause any reduction in sick leave, provided a copy of the obituary notice is submitted to the District Office.

ARTICLE X

ACADEMIC FREEDOM

Section 1: DEFINITION AND SCOPE

Teachers shall have reasonable freedom in implementation of the curriculum. However, this does not preclude the right and the obligation of the administration to question, instruct, and direct whenever necessary. Within this framework, the teacher is free to present instructional materials which are pertinent to the subject and level taught within the outlines of appropriate course content and within the planned instructional program as determined by normal instructional and/or administrative procedures and as finally approved by the administration of the District. In addition, teachers shall be free to discuss within the classroom all materials which are relevant to the subject matter under study and within their area of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner, and assuming that all discussion shall be maintained within the outline of appropriate course content, be pedagogically justifiable, and be subject to standards of good taste.

Section 2: DISPOSITION OF COMPLAINT

Any allegation that there has been a violation of academic freedom or any complaint, claim or charge by a parent or administrator that a teacher has exceeded his/her rights under this provision, where such complaint, claim, or charge may lead to disciplinary action against the teacher, shall not be subject to nor processed through the grievance and arbitration procedure provided this Agreement, but shall instead first be discussed between the teacher and Principal, then between the teacher and the Superintendent. Should resolution of the problem not be effected, the Superintendent shall make a written report to be given to the Board for a resolution of the problem.

ARTICLE XI

SCHOOL CALENDAR

Section 1: DEFINITION

- a. The School Code of Illinois requires that the Board prepare an annual calendar of the school term specifying the opening and closing dates and providing a minimum of school days as well as the scheduling of institute days and legal holidays.
- b. This official calendar shall provide for a minimum term of 185 days, in order to insure that the pupils will be in attendance a minimum 176 days of school exclusive of institute days and/or legal holidays.
- c. The legal school holidays shall be provided by the School Code as amended, and such special holidays as the Board deems advisable.
- d. The Board shall have the right to seek waivers on the School Code's list of legal school holidays.

Section 2: INSTITUTE ATTENDANCE

Teachers are expected to attend institutes and workshops scheduled on the calendar.

ARTICLE XII

EFFECT OF AGREEMENT

Section 1: NO CONCERTED ACTIVITY

- a. For the duration of this Agreement and any extension thereof: No teacher covered by this Agreement, nor the Association, nor any person acting in behalf of the Association, shall at any time engage or participate in, authorize or instigate any picketing, recognition of any picket line on/or adjacent to the School District's premises, or any strike, slowdown, or other refusal to render full and complete service(s) to the Board, or engage or participate in any activity whatsoever the intent of which is to disrupt in whole or in part the operation of the School District.
- b. In the event of any violation of any provision of this Section by the Association, its members or representatives, or by any teacher:
 1. Any violating teacher shall be subject to discipline or termination as determined appropriate by the Board, pursuant to the provisions of the School Code.
 2. The Association shall, upon written notice from the Board, immediately direct such teachers which it represents, both orally and in writing, to resume their respective teaching service on a normal basis immediately and make every other reasonable effort to end any such violations.

Section 2: COMPLETE UNDERSTANDING

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law or specific agreement of the parties from the area of collective bargaining, 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 Association, for the term of this Agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist under law, practice, or custom to negotiate 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 referred to or covered in this Agreement, or with respect to any subject or matter which 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.

Section 3: TEACHER DISCIPLINE

Rules and regulations governing teacher conduct shall be reasonable and enforcement of teacher discipline shall be fairly exercised, **as described in Board Policy 4.24. Changes to Policy 4.24 cannot be accomplished without the agreement of the Association.**

Section 4: GOOD FAITH BARGAINING

The Board and the Association agree to negotiate in good faith. This is defined as the mutual responsibility of the Board and the Association to deal with each other openly and fairly and to sincerely endeavor to reach agreement on items being negotiated.

Section 5: NONDISCRIMINATION – STUDENTS AND PARENTS

Neither the Association nor any of its members shall invidiously engage in non-professional or discriminating conduct against any students or parents.

Section 6: STUDENT DISCIPLINE

The enforcement of discipline by teachers upon students in each classroom shall be fairly exercised in accordance with applicable law.

Section 7: MEMBER CONDUCT

The Association agrees that its members will conduct themselves in a professional manner at all times and that its members will carry out all Board policies and administrative rules and regulations which are not in conflict with the Agreement or other applicable laws or governmental regulations.

ARTICLE XIII

COMPENSATION

Section 1: SALARY AND EXTRA DUTY COMPENSATION

- a. Each teacher's base salary will increase by 5% over the previous year's base salary in 2010-2011, by the December 2010 Consumers Price Index for all urban consumers (CPI-U) plus .75% over the previous year's base salary in 2011-2012, and by the December 2011 CPI-U plus .75% over the previous year's base salary for 2012-2013. At no point can the annual salary increase be more than 5% nor less than 1% in any year within this agreement.
- b. The Board has the discretion to increase the starting salary at the former 2009-2010 with no experience level by up to 1% less than the base salary increase for currently employed teachers. No newly employed teacher will make more than a currently employed teacher who has the same level of experience and education. A representative from the Association will meet with the Superintendent to review the starting salary for teachers in April of each year of this agreement.
- c. The Board has the discretion to compensate newly employed teachers for their prior teaching experience up to an amount not to exceed that paid to currently employed teachers with similar experience.
- d. Lane movement from BA to BA +9 will result in \$500 increase to the base salary. From BA +9 to BA +21 will result in a \$750 increase to the base salary. From BA +21 to BA +45/MA will result in a \$2,500 increase to the base salary. From BA +45/MA to MA +15 will result in a \$1,500 increase to the base salary. From MA +15 to MA +30 will result in a \$1,500 increase to the base salary. From MA +30 to MA +45 will result in a \$1,500 increase to the base salary. From MA +45 to MA +60 will result in a \$1,500 increase to the base salary.
- e. Teachers first hired for the 2007-2008 school year will have ten (10) years to complete their first lane movement and five (5) years to complete subsequent lane movements until reaching the MA level. Teachers failing to comply will only receive 50% of the scheduled base salary increase each year until lane movement is achieved.
- f. Teachers who are employed as of the end of the 2006-2007 school year and who are at the last step of the 2006-2007 salary schedule will have up to seven (7) years to be compliant with the lane movement requirement set forth in paragraph e. Failure to comply will result in receiving only 50% of the scheduled base salary increase until achieving lane movement.
- g. Extra duty compensation will remain the same as the 2009-2010 levels indicate. Two (2) teachers may serve as student council representatives with each receiving the full stipend for the duty. See Appendix A.

Section 2: PAY PERIODS

- a. Teachers may elect to be paid their respective salary in either 19 or 24 equal payments on the fifteenth and the last day of each month commencing in September.
- b. Such election shall be made by the first day of the school term. Final checks for the school term will be issued only after the teacher has completed all reports and duties as assigned by the administration.
- c. If a regular pay date during the school term falls on a day when school is not in session, teachers shall receive their checks on the last work day prior thereto, but such check is not negotiable until the due date thereof. Summer checks will be mailed promptly so that checks will reach teachers on the appropriate payday.

Section 3: PART-TIME CREDIT

Half-time and part-time teachers, as defined in Article I, Section 3, shall receive the same percentage salary increase on a pro rata basis each school year.

Section 4: MEDICAL INSURANCE

Each full-time teacher will pay three percent (3%) of the cost of the single coverage insurance premium per year. This will be deducted in equal amounts from the teacher's paycheck, the remainder to be paid by the Board. The Board will provide medical insurance coverage equal to or better than the coverage currently in effect. No new retirees who are eligible for the Teacher Retirement System may receive medical insurance coverage. A joint insurance committee will be formed, consisting of equal representation from the RGCTA, full-time non-certified staff, board members, and administration for a total of eight (8) members. The purpose of this committee will be to study other insurance carriers and options in an effort to improve the coverage and contain insurance costs. Any change in the present coverage shall be agreed upon by the Board and the Association. The teacher may elect to take a family plan for health insurance under the District policy, but it is understood that the Board shall be obligated to pay only the premium amount for a single person coverage. The teacher shall be obligated to pay the differential between the premium coverage for a single person and the family plan.

Section 5: PREVENTATIVE MEDICAL EXAMINATION

The Board agrees to pay each full time teacher up to \$200.00 per contract year (August 27 to August 26) for an annual "preventive" medical examination. After the bill is submitted to and approved by the Superintendent, the teacher shall be reimbursed by check through the insurance carrier. Unexpended dollar amounts less than \$200.00 do not accumulate or carry over to succeeding school years.

Section 6: DENTAL INSURANCE

The Board agrees to pay single dental insurance coverage for each full-time teacher and to provide dental insurance coverage equal to or better than the coverage currently in effect. Any change in the present coverage shall be agreed upon by the Board and the Association.

Section 7: EMPLOYEE ASSISTANCE PROGRAM

The Board shall provide, at no expense to the Association, enrollment in an employee assistance program (EAP). The EAP is designed to provide support, counseling and referrals for issues in daily living. Use of the EAP is strictly confidential, unless referral of an employee is made by a supervising administrator of the District in regard to job performance issues. In that case, the only information that will be shared is contained within the release of information supplied by the provider.

Section 8: TUITION REIMBURSEMENT

For the school year (July 1 – June 30) the Board shall reimburse any full-time teacher upon commencement of the third year of full-time employment for the actual cost of tuition, not to exceed \$180.00 per semester hour for courses qualifying under Section 10. This reimbursement shall become payable after transcripts and other necessary clerical documents have been presented by the teacher and accepted by the Board. Tuition reimbursement will be capped at \$10,000 in the school district budget. In the second two years of this agreement, any unused tuition reimbursement dollars in the budget will rollover not to exceed \$15,000. The Board and Association will receive documentation regarding the use of the tuition reimbursement line item no later than August 15 beginning the second year of this agreement. This report will include the names of the teachers, date applied for reimbursement, credit hours reimbursed, and the rate of reimbursement.

A teacher who resigns within one school year following the school year in which tuition reimbursement is received shall repay to the Board the full amount of tuition reimbursement received, except that this requirement does not apply to a teacher who is given the option of resigning in lieu of termination. Any amounts due the Board under this paragraph may be deducted by the Board from the teacher's remaining pay, and if any balance remains, the teacher shall pay the Board's reasonable attorney's fees, costs and expenses of litigation incurred by the Board in the collection of any balance due.

Section 9: SUPPLEMENTAL COMPENSATION

The District will compensate teachers for planning and implementing in-house workshops. Compensation will be \$20.00 per hour for a maximum of ten hours per project.

Section 10: DOCUMENTATION FOR LANE MOVEMENT

Hours earned after the Bachelor's Degree has been conferred are applicable for changing to Columns BA +9, BA +21, BA+45 of the salary schedule. A Masters Degree earned in a teacher's subject matter area or through a program approved by the Superintendent shall be necessary to move to the Master's Degree level of the salary schedule. Hours earned after the Master's Degree has been conferred are applicable for changing to column MA +15, MA +30, MA +45, MA +60 of the salary schedule. Such hours must be earned at the graduate school level at a recognized institution of higher learning in the teacher's subject matter area with Superintendent approval. Hours not in the teacher's subject matter area, but in the field of education, must be approved or disapproved by the Superintendent. Any teacher qualifying for a higher salary by reason of increased professional training shall advise the Superintendent accordingly in writing on or before the first day of the school term in order to receive a salary adjustment for the ensuing year. The official transcripts of such credit earned must be presented to the Superintendent not later than October 1.

Section 11: RETIREMENT INCENTIVE

Any full-time teacher who is employed by the District for a minimum of twenty (20) years and is eligible for **full retirement benefits** under the Illinois Teachers Retirement System (**35 years of approved professional service and/or 60 years of age**) may make written application to the Superintendent, by no later than February 1st of the year preceding, **or the year of**, retirement (i.e., **4 or 16 months**) requesting Board approval for **the retirement incentive**. An eligible teacher approved for the retirement benefit will have his/her compensation adjusted to include a retirement benefit increase in the final **one (1) to two (2)** years prior to the teacher's retirement. This benefit adjustment shall increase the retiring teacher's total compensation by six percent (6%) over his/her total compensation from the previous year in the final **one (1) to two (2)** years of the teacher's service in the District. Total compensation shall include all step and lane movement, stipends, regular percentage increases, and other creditable earnings as reported to TRS, except for such compensation as may be excluded in the future under any revisions to the TRS laws establishing the employer penalty for salary increases exceeding six percent (6%).

In addition, those teachers approved to receive the retirement incentive as contained in this agreement and have also participated in the District's health care plan for the last five (5) years, the Board will pay to TRS the cost of the annual premium for the TRS retiree health insurance plan at the rate of the benefit recipient enrolled in the Teacher's Choice Health Plan (TCHP) when a managed care plan is available in their county of residence. The Board will continue to make this payment to TRS until the retiree reaches the age 65.

ARTICLE XIV

FINAL PROVISIONS

Section 1: IMPASSE PROCEDURE

The Association and the District agree to follow the requirements for mediation as outlined in Section Twelve of the Illinois Educational Labor Relations Act and Illinois School Code Article 115-ILSC, 5-12 Impasse Procedure.

Section 2: SUPERSEDES

This Agreement shall constitute the full and complete commitments between both parties. It supersedes and cancels all previous agreements, verbal and written.

Section 3: SIGNED COPIES

There shall be three signed copies of the final Agreement for the purposes of record. One copy is to be retained by the Board, one by the Association, and one by the Superintendent.

Section 4: PRINTING AND DISTRIBUTION

Copies of the Agreement shall be printed by the Association, at its expense, for its members, and it shall be the responsibility of the Association to present same to its members.

Section 5: SEVERABILITY

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

Section 6: FUTURE NEGOTIATIONS

The parties agree that they will review the Agreement no sooner than March first of the year in which this Agreement expires, unless otherwise agreed to by both parties.

ARTICLE XV

TERMINATION

This Agreement shall become effective on **August 25, 2010** and shall remain in full force and effect until **August 24, 2013**. This Agreement shall not be extended orally, and it is expressly understood that it should expire at 11:59 P.M. on the date of **August 23, 2013**.

For the Board of Education
School District 85.5

For the River Grove
Classroom Teachers' Association

This ___ day of July, 2010

This ___ day of July, 2010

President

President

President

Secretary

Secretary

EXTRA DUTY	2010-2011	2011-2012	2012-2013
Vocal Music	4064	4064	4064
Show Choir	1227	1227	1227
Instrumental Band	4064	4064	4064
Jazz Band	1227	1227	1227
Student Council (2)	2033	2033	2033
Cheerleading	1111	1111	1111
Pom Pon	814	814	814
Boys Basketball	A 1594 B 1594 A & B 2390	1594 1594 2390	1594 1594 2390
Girls Basketball	A 1594 B 1594 A & B 2390	1594 1594 2390	1594 1594 2390
Boys Volleyball	A 1594 B 1594 A & B 2390	1594 1594 2390	1594 1594 2390
Girls Volleyball	A 1594 B 1594 A & B 2390	1594 1594 2390	1594 1594 2390
Boys Softball	1594	1594	1594
Girls Softball	1594	1594	1594
Boy's Soccer	956	956	956
Girl's Soccer	956	956	956
Yearbook Editor	924	924	924
Yearbook Illustrator	924	924	924
Yearbook Editor/Illustrator	1386	1386	1386
Scholastic Bowl Sponsor	924	924	924
Student Newsletter Supervisor	1386	1386	1386
Administrative Supervisor	25.71	25.71	25.71