

AGREEMENT

BETWEEN THE

**BOARD OF EDUCATION
OF
SCHOOL DISTRICT NO. 12**

AND

THE ROSELLE EDUCATION ASSOCIATION

2019-2023

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ARTICLE I

RECOGNITION

1.1 Recognition

The Board of Education of School District 12, DuPage County, Illinois (hereinafter referred to as the "Board") recognizes the Roselle Education Association, an affiliate of the Illinois Education Association (hereinafter referred to as the "Association"), as the exclusive negotiations agent for all regularly employed professionally licensed personnel including any school psychologists employed by the Board as set forth below. This shall not include the Superintendent, principals, teacher aides, paraprofessionals, substitutes or any other administrative positions which may be created which shall include responsibility for making recommendations for the hiring, dismissal, transfer or discipline of any teacher.

The District is a member district of the North DuPage Special Education Cooperative (NDSEC). The Board and the Association acknowledge that there may be times when it is beneficial for the District to fill the school psychologist roll through NDSEC. Any psychologist who is an employee of NDSEC and not the Board shall not be a member of the bargaining unit; however, in the event that the psychologist roll is filled as an employee of the Board, the psychologist position shall be within the bargaining unit.

When used hereinafter in this Agreement, the word "teacher" shall refer to a member of the bargaining unit as described above.

1.2 Association Dues Deductions

Any teacher may join the Association. Any teacher who is a member of the Association may sign and electronically deliver to the Business Office a membership dues payroll deduction authorization form authorizing the deduction of Association dues in an amount to be certified annually by the Association. Such authorization and assignment shall continue in effect from year to year unless canceled by the originating teacher. Termination of employment for any reason shall constitute revocation of authorization for dues deduction.

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

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

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 Section.

1.3 Management Rights

The Association acknowledges that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the School District to the full extent provided by law, limited only by lawful provisions of this Agreement, including, but not limited to, such areas of discretion or inherent managerial policy as the functions of the Board, standard or service, the overall budget, the organizational structure, the selection of new employees and the direction and assignment of employees.

It is expressly understood and agreed by the Association that all functions, rights, powers, or authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board as authority vested in it by the laws and constitutions of Illinois and the United States and as authority properly exercised by it.

ARTICLE II

NEGOTIATIONS PROCEDURES

2.1 Power to Negotiate

Each party shall determine the makeup of its own negotiations representatives who shall be empowered to make proposals and counter-proposals and to reach tentative agreements. Unless otherwise mutually agreed, negotiations shall commence no later than April 15 of the last year of the Agreement.

2.2 Tentative Agreements

When the Association and Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and signed by both parties prior to adjournment and shall be submitted first to the membership of the Association for ratification and then to the Board for official approval. The Board shall make available to the Association prior to its ratification meeting a digital copy of the draft Agreement indicating tentative agreements.

2.3 Impasse Procedure

In the event mediation is necessary, the Federal Mediation and Conciliation Service shall first be requested by the parties to appoint a mediator from its staff. If for any reason it is not possible for the FMCS to provide a mediator within ten (10) calendar days of the request to it, the parties shall join in a request to the American Arbitration Association to provide a mediator. The mediator shall meet promptly with the parties or their representatives and shall take such steps that he/she shall deem appropriate to persuade the parties to resolve their differences and effect an agreement. The mediator shall not, without the consent of both parties, make findings of fact or recommend the terms of settlement. The Board and Association will share equally any costs and expenses that may be incurred in securing and utilizing the services of any mediator. Nothing contained in this section shall preclude the parties from mutually agreeing to any other individual to act as mediator.

2.4 Contract Printing and Distribution

Within two (2) business days after the Agreement is signed by the parties, the Board shall provide electronic access to the digital copy of the Agreement. A digital copy of the Agreement shall be available to all interviewees upon their request.

ARTICLE III

GRIEVANCE PROCEDURES

3.1 General Scope and Time Lines

- A. A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.
- B. All time limits shall consist of days on which the school business office is open.
- C. Every teacher covered by this Agreement shall have the right to present grievances in accordance with this procedure. The Association shall also have this right.
- D. Failure of a teacher or the Association to submit or to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limit, however, may be extended by mutual agreement.
- E. The initiation of a grievance procedure, other than the informal procedure, shall be conditioned upon the filing of the formal grievance in writing within fifteen (15) days of the occurrence of the event giving rise to the grievance or within fifteen (15) days of when the occurrence may reasonably have been ascertained.
- F. Any investigation or other handling or processing of any grievance by the grieving teacher or the Association, other than the formal arbitration hearing, shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or the teaching Staff.

3.2 Procedures

The parties hereto acknowledge that it is usually most desirable for a teacher and the teacher's immediately involved supervisor to resolve problems through informal communications. Such communications do not always require Association representation. When requested by the teacher or the administrator, an Association representative will accompany the teacher to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the teacher or the Association, a grievance may be processed as follows:

Step A. The teacher or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within six (6) days after the receipt of the grievance. The grievant and the immediately involved supervisor will be present for the meeting. The Association representative may be present at the meeting if the grievant makes this request. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including reasons for the decision.

Step B. If the grievance is not resolved in Step A, then the grievant may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after the Step A answer or within eleven (11) days after the Step A meeting, whichever is later. The Superintendent shall arrange for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses or counselors as it deems necessary. Within ten (10) days of the meeting, the Association and the grievant, if other than the Association, shall be provided with the Superintendent's written response, including reasons for the decision.

Step C. If the Association is not satisfied with the disposition of the grievance at Step B, or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) days of the receipt of the Step B answer or within twenty-one (21) days after the Step B meeting, then the grievance shall be deemed withdrawn.

1. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
2. The arbitrator shall have no power to alter the terms of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her by the Board and the Association, and his/her decision shall be based only upon interpretation of the meaning or the application of the expressed relevant language of the Agreement. The award of the arbitrator shall be final and binding on both parties.
3. Each party shall bear the full costs of its representation in the arbitration. The costs of arbitration and the AAA shall be divided equally between the parties.
4. If either party requests a transcript of the proceedings, the party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties. If a copy of the transcript shall be furnished to the arbitrator, the cost of such will be divided equally between the parties.

3.3 Miscellaneous

- A. If the Association or any teacher files any claim or complaint in any court of law or appropriate government agency other than under the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure.
- B. Hearings under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings are held at the option of the administration during school hours, any employee whose presence is required shall be excused, without loss of pay, for that purpose.

- C. A grievance may be withdrawn at any level without establishing precedent, and, if withdrawn, such grievance shall be treated as never having been filed.

ARTICLE IV

LEAVES

4.1 Sick Leave

Seventeen (17) school days of sick leave shall be available to all full-time teachers per school year without loss of pay. Up to five (5) such days may be used for business leave as described in Section 4.2. No more than two (2) consecutive business leave days may be taken without prior approval from the Superintendent. Sick leave shall accumulate without limit. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the family or household or birth, adoption, or placement for adoption.

The family, for purposes of this section shall include the spouse, children, step-children, parents, sisters, brothers, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. The Board may require a teacher who is absent for three (3) days, or as otherwise necessary, to provide physician's certificate substantiating the illness. Further, the Board may direct a teacher, at Board expense, to undergo a physical examination by a physician licensed to practice medicine in all of its branches.

Up to sixty (60) days of accumulated sick leave days may be used for FMLA leave due to the birth of a child or the adoption of a child who is 10 years or younger; up to thirty (30) days of accumulated sick leave days may be used for the adoption of a child who is older than 10 years of age or, for any teacher who is ineligible for FMLA leave, the birth or adoption of a child who is 10 years or younger. If a teacher requests a longer term parental leave past sixty (60) days, it shall be unpaid and granted at the discretion of the Superintendent. It is the responsibility of the teacher to contact TRS to determine how the long-term parental leave may impact his/her TRS eligibility or standing.

A tenured teacher who is absent because of disability or incapacity for less than ninety (90) consecutive school days, or for less than ninety (90) out of 120 school days from the same illness or incapacity, shall be deemed temporarily disabled. If a temporarily disabled teacher does not have sufficient accumulated sick leave days to cover the duration of his/her absence, the Board shall grant said teacher an unpaid leave of absence for the period of temporary disability, but not to exceed ninety (90) consecutive school days, or 90 out of 120 intermittent days, from the onset of disability.

4.2 Business Leave

As per section 4.1 above, annually each full-time teacher shall be entitled to five (5) days of business leave without loss of pay for matters which cannot be handled during the non-school day or hours. Such leave shall be non-cumulative. No more than two (2) consecutive business leave days may be taken without prior approval of the Superintendent. If unused, it shall be added to the accumulated sick leave. Written application on a designated form shall be made to the Superintendent or his/her designee at least two (2) teacher employment days prior to the

desired onset of such leave, provided that in an emergency such application may be made at a later date with an explanation of such emergency. Such leave shall not be granted during the first five (5) or the last five (5) teacher employment days or on the day immediately preceding or following a school vacation, holiday or recess period, or on parent/teacher conference days, provided that this restriction shall not apply to recognized religious holidays. For extenuating circumstances, in which business leave days are requested during restricted days, teachers will be required to provide specific information and/or documentation and approval is not guaranteed. Emergency personal leave, which shall be explained, may be granted at the discretion of the Superintendent or his/her designee. Personal leave shall not be available during a work stoppage of any kind.

4.3 Bereavement Leave

In addition to sick leave, a full-time teacher shall be allowed, at his/her option, up to three (3) days per occurrence without loss of pay or sick days for an absence due to a death in the immediate family. Immediate family is defined as parents, spouse, brothers, sisters, children or step-children. Bereavement leave is non-cumulative.

Up to a maximum of three (3) consecutive days of sick leave may be used as funeral leave in the case of death for the following members of a teacher's non-immediate family: step-children, step-grandchildren, uncles, aunts and cousins of the first degree.

4.4 Payment for Unused Sick Leave

- A. Teachers who do not use any sick leave and business leave days during a school year shall be paid at the end of that year the stipend amount shown on Appendix C.
- B. Any teacher (1) who timely submits an irrevocable, written letter of intent to retire from District 12 under the TRS retirement annuity provisions, and (2) who has been employed on a full-time basis by District 12 for a period of fifteen (15) consecutive school years shall be compensated for unused accumulated sick leave days in excess of those days attributable towards retirement or other TRS credit at the rate shown in Appendix C. The post-retirement payment shall be paid after the teacher retires under TRS and provides evidence of his/her accumulated days not credited by TRS. In the event that the teacher enters into a written separation agreement for retirement ("blue light special"), the teacher shall only receive the benefits as spelled out in such agreement.

4.5 Family and Medical Leave

- A. Full-time teachers are eligible for medical and/or family leave in accordance with the provisions in the *Family and Medical Leave Act ("FMLA")* of 1993. FMLA is unpaid unless accumulated sick leave or business leave days are available to the teacher for

the reason for which FMLA leave is requested; if paid leave is available, it must be used concurrently with FMLA leave. The total FMLA leave of absence cannot exceed twelve (12) weeks in any 12-month period, as calculated under the “rolling” 12-month period measured backward from the date a teacher uses any FMLA leave. A teacher must provide a minimum of thirty (30) days written notice to the Superintendent, with substantiating medical verification when required, before a foreseeable FMLA leave is to begin.

B. FMLA leave may be used for:

1. The birth and first-year care of a newborn child;
2. The adoption or foster placement of a child within the first year of placement;
3. The care of a teacher’s spouse, parent, or child with a serious health condition; or
4. The treatment of a teacher’s own serious health condition that makes the teacher unable to perform the functions of the job.
5. Certain military-related purposes.

4.6 Maternity/Child-Rearing Leave

A. A tenured teacher shall be eligible for a long-term maternity/child-rearing leave without pay or other benefits following the expiration of any FMLA leave time and sick days allowed for the birth or adoption under Section 4.1 above. The approval of a maternity/child-rearing leave is subject to the following conditions in the Section and to the general conditions for unpaid leaves set forth in Section 5.0 of this Article;

B. A maternity/child-rearing leave may be granted to a non-tenured teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured teacher as set forth in this Section and in Section 5.0 of this Article.

1. The granting of maternity/child-rearing leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for such leave, provided nothing herein shall be construed as requiring any non-tenured teacher to apply for such leave or accept the conditions established therefore;
2. If a non-tenured teacher is granted a maternity/child-rearing leave of absence, the year of the leave shall not be construed as a break in services for purposes of tenure acquisition. However, a non-tenured teacher must actually work for 120 days in that school year to have that year count as one of the four (4) consecutive years required for tenure.

C. Sick leave beyond the days allowed for birth and adoption under Section 4.1 above shall not be applicable during the period of maternity/child-rearing leave. Any accumulated

sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the District

- D. A teacher who desires a maternity/child-rearing leave shall request approval for such leave in accordance with Section 5.0 of this Article. The effective dates of the leave shall be determined pursuant to Section 5.0, except that a maternity/child-rearing leave may extend for one (1) additional school year beyond the balance of the year in which it commences. A maternity/child-rearing leave must begin no later than the date the teacher's FMLA leave related to the birth or adoption of a child, or sick leave as substantiated by a physician's certification, ends.
- E. Nothing in this section shall be construed as requiring any teacher to apply for a maternity/child-rearing leave. A teacher not eligible for or not desiring such leave may utilize accumulated sick leave during the period following birth or adoption under Section 4.1 above and may exercise his/her rights under the federal *Family and Medical Leave Act*. If a teacher who is not eligible for FMLA leave following birth or adoption exhausts his/her accumulated sick leave and remains incapacitated by personal illness or illness of the child, the teacher shall be granted a temporary disability leave of absence without pay or other benefits in accordance with Section 4.1 of this Article. Such teacher shall return to employment immediately following the termination of his/her disability or incapacity.
- F. Any tenured teacher desiring a long-term leave beyond his/her FMLA leave rights and/or sick leave use as afforded under Section 4.1 above as a result of becoming an adoptive parent of a child less than ten (10) years of age shall be granted an unpaid child-rearing leave of absence upon satisfactory written notification to the Superintendent or his/her designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or his/her designee informed of the status of the proceedings and, as soon as known, the expected date of the delivery of the child. This section shall not be applicable if the adopted child is ten (10) or more years of age at the time the child is received. Requests for adoption leave shall be made in accordance with Section 4.9 of this Article.

4.7 Leave of Absence-Legal Action

Leave of absence without loss of pay will be granted to a teacher for a court appearance that arises from legal action brought about as a result of a teacher's proper discharge of his/her duties and compliance with Board policies.

4.8 Other Unpaid Leaves of Absence

In the sole and exclusive discretion of the Board, a tenured teacher, upon application, may be granted an unpaid leave of absence of up to one (1) year for the following reasons: to

participate full-time in an exchange teaching program in other school districts, states, territories, or countries or foreign or military teaching programs; to participate in the Peace Corps, Teacher Corps, or Job Corps; to serve as a consultant or director of a teacher center; to engage in study at an accredited college or university; or for an extended disability after ninety (90) consecutive school days of absence, or 90 out of 120 intermittent days of absence. Requests for such discretionary unpaid leaves shall be made in accordance with Section 5.0 of this Article and shall be subject to all of the terms and conditions set forth in Section 5.0

4.9 Job sharing Leave

A tenured teacher may apply for a job-sharing leave. Job-sharing shall be defined as an employment arrangement in which two (2) tenured teachers share one teaching position. Any teacher applying for a job-sharing leave shall adhere to the requirements and terms and conditions of Section 5.0 of this Article and the following guidelines:

- A. Approval of a job sharing leave request is contingent upon the availability of a qualified and tenured teaching partner who is acceptable to the District 12 administration. If multiple job-sharing requests are received, the administration shall pursue job sharing arrangements between tenured District 12 teachers with similar professional licensure and endorsements.
- B. A job-sharing leave shall be for one (1) school year and shall be approved at the discretion of the Board of education on an annual basis.
- C. No more than three (3) job-sharing arrangements (i.e., maximum of six (6) teachers involved) shall be approved at each building for any given school year. Seniority shall be considered when multiple job-sharing requests are received.
- D. If a teacher wishes to renew a job-sharing leave for an additional school year, he/she must notify the Board in writing, by February 1 of the school year prior to the renewal. The Board shall make a decision related to the teacher's request by April 1 of the school year prior to the renewal.
- E. Teachers granted a job-sharing leave shall be compensated and provided benefits on a pro-rata basis.
- F. Teachers granted a job-sharing leave shall maintain his/her tenured status while participating in the job-sharing arrangement and such tenured status shall not be affected in any way following the completion of the job-sharing agreement except in terms of the calculation of seniority. Teachers granted a job-sharing leave shall receive service credit for seniority purposes on a pro-rata basis.
- G. Teachers granted a job-sharing leave shall advance in salary as governed by Section 9.4.

- H. The job-sharing teacher shall follow a schedule developed by the administration. The schedule shall include daily instructional responsibilities and a minimum of thirty (30) minute overlap of time to be used by the teacher and teaching partner for communication purposes. This thirty (30) minutes is part of the daily plan time allotted for a 1.0 FTE.
- I. The job-sharing teacher shall schedule weekly, collaborative planning outside of regular school hours.
- J. The job-sharing teacher shall be in attendance on a full-time basis during the first two (2) days of student attendance.
- K. The job-sharing teacher shall be in attendance on a full-time basis at all student non-attendance days, SMART days, Parent-Teacher Conferences, and Curriculum Night.
- L. The job-sharing teacher shall make arrangements for one or both to attend field trips.
- M. The job-sharing teacher shall make arrangements for one or both to attend faculty meetings and share information with each other.
- N. The job-sharing teacher shall attend special education staffings at the discretion of the Principal or Special Education Administrator. There may be times when the Principal or Special Education Administrator feels that both of the job-share teacher partners need to attend a special education meeting. These situations shall be handled on an individual basis. The Principal or Special Education Administrator shall provide written or email notification of staffings at a minimum of five (5) school days prior to the meeting. When notification is less than five (5) school days, the teachers shall make a good faith effort to attend, but are under no obligation to do so.
- O. Committee responsibilities, as governed by Section 6.9 shall be required on a pro-rata basis. The job-share teacher partners may serve on the same committee or different committees at the discretion of the Principal.
- P. If one of the job-sharing teachers is absent, the other teacher shall be given the opportunity to substitute. The pay for substituting shall be in accordance with the current substitute teacher pay scale.
- Q. Should one of the job-sharing teacher partners resign after approve of the job-sharing arrangement, the remaining partner shall, within ten (10) school days move to full time.
- R. If for any reason the job-sharing agreement is terminated, the job-sharing teacher shall have the option of returning to full-time status or resignation. The job-sharing teacher shall submit their decision to the Superintendent, in writing, within ten (10) school days of being notified of the termination of the job-sharing agreement.

5.0 General Conditions for Leaves of Absence

Unless otherwise set forth in this Article, any leave of absence afforded by the Board is subject to the following general terms and conditions:

- A. Time-Lines for Requesting Leaves: Application for an unpaid leave, excepting leaves under the federal *Family and Medical Leave Act*, shall be made in writing to the Superintendent or his/her designee at least one hundred twenty (120) calendar days prior to the proposed start of the leave or, if the leave is for the following school year, by February 1 of the preceding year. An emergency request for an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending dates of the leave.
- B. Medical Substantiation: Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature, anticipated extent, and duration of medical disability. Evidence from a qualified physician indicating the teacher's ability to perform all assigned teaching duties shall be submitted at least thirty (30) calendar days prior to the return of any teacher on an unpaid leave for personal medical reasons.
- C. Structuring of Leave: After consultation with the teacher, the Superintendent or his/her designee shall prepare a plan for the commencement and termination of any leave of absence recommended for approval, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree and the pertinent time factors related thereto. Unpaid leave for maternity/child-rearing purposes must begin immediately upon the expiration of the teacher's FMLA leave and/or exhaustion of the sick leave to which the teacher is entitled under Section 4.1 of this Article for birth or adoption. An unpaid leave shall not exceed the balance of the school year in which it commences and one (1) additional school year, except as otherwise limited in this Article. Every effort shall be made to have such leave terminate immediately prior to the start of a new school year. Leaves that commence during the summer recess shall begin no later than July 1.
- D. Insurance Benefits: With the consent of the carrier, and after the expiration of any insurance benefits for leave afforded under the federal *Family and Medical Leave Act*, a teacher remaining on an extended unpaid leave of absence may maintain insurance benefits by making timely payments of all premiums which may be due to the Business Office or elsewhere pursuant to its direction.
- E. Salary Advancement/Seniority Effect: A teacher shall not receive seniority credit or experience credit towards salary advancement during the time in which the teacher is on an unpaid leave of absence. During the school year in which a leave commences or terminates, a teacher may be entitled to advancement in salary in accordance with Section 9.4 of the Agreement and may be afforded pro-rata seniority credit in accordance with Section 8.4.

- F. Notice of Intent to Return: Any teacher granted an unpaid leave of eight (8) calendar months or more, as a condition thereof, shall advise the Superintendent or his/her designee in writing no later than February 15 prior to the termination of such leave that he/she intends to return to employment. Failure to advise the Superintendent of his/her designee of intent to return as required by this section shall be treated as an election not to return to employment and as a resignation from the District.
- G. Position Upon Return: A teacher returning from an approved leave of absence shall be assigned to a position for which the teacher is legally qualified. Any teacher not assigned to his/her former position may request an explanation of the rationale for the assignment.
- H. Eligibility for Further Leaves: Anything in this Section, 4.9 to the contrary notwithstanding, a teacher who has been granted an unpaid leave of absence shall not become eligible for a subsequent long-term unpaid leave unless and until such teacher has returned to full-time service for at least one (1) complete school term, provided, under exceptional circumstances, the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.
- I. Early Return from Leave: A teacher on an approved leave of absence may request in writing to return to employment prior to the conclusion of the leave if the reasons for the leave no longer exist. In such event, the Board shall offer the requesting teacher the first available vacancy for which the teacher is qualified, provided the Board is not under contractual or other obligations to any other teachers.

ARTICLE V

TEACHER AND ASSOCIATION RIGHTS

5.1 Parental Complaints

Complaints by a parent of a student directed toward a teacher shall be channeled first through the teacher, who shall attempt to resolve said complaint. If the complainant brings the complaint to the Principal before discussing the matter with the teacher, the Principal must first direct the parent back to the teacher, without making suggestions or promises. If the parent is not willing to discuss with the teacher alone, the Principal must schedule a meeting with all 3 parties. The Principal should refrain from making promises or suggestions regarding resolution in absence of the teacher's involvement. All decisions will be made as a team. Under no circumstances should the principal meet with the parent privately with the intention of making classroom changes or committing to promises of changes that the teacher will make in absence of the teacher. If the complaint cannot be resolved, no decisions or action against said teacher shall be taken by the administration until after the date of a reasonably scheduled private conference between the administrator and the teacher, at which said teacher shall have the right to have an Association representative present if he/she so requests. *If a parent complaint could reasonably result in criminal prosecution or a civil complaint, action may be taken immediately by the administration and the conference with the involved teacher held as soon as practicable.

5.2 Teacher Discipline

Disciplinary action shall not be taken against any teacher without documentation. Whenever possible, the administration will attempt to avoid disciplinary action against teachers through communication of potential problems, informal conferencing, and support. The Association President will be given notification if disciplinary action is being taken against any teacher unless the employee requests that the Association not be notified.

5.3 Personnel File

The Board shall maintain a central personnel file for each teacher. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Such review may be by appointment during normal office business hours (not including the times when teachers have instructional responsibilities) and in the presence of a designated employee of the Board. No teacher shall remove any material from a personnel file; however, a teacher shall have the right to copy any materials available to the teacher under this section. Teachers shall be given copies of all materials placed in their files. Teachers shall be afforded an opportunity to attach a written response to any material placed in their personnel file.

5.4 Board Hearings

When any teacher is required to appear before the Board in a formal disciplinary hearing concerning the continuation of that teacher in his/her position of employment, or his/her salary,

or any increments pertaining thereto, the teacher shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

5.5 Meeting, Notice and Recognition at Board Meetings

The Board shall provide the Association with a digital copy of the agenda and related, non-confidential information for each Board meeting via email to his/her work email address. The Association President or his/her designee shall have the right to address the Board at a regularly scheduled meeting on items listed on the Board agenda and at the time designated for public discussion.

5.6 Association Leave

Up to eight (8) days per school term shall be available to the Association to allow teachers to attend meetings of the Association's affiliates or to conduct official business of the Association, provided the Association, in advance, shall reimburse the Board for days used in an amount equal to the pay of a short-term substitute teacher if one is assigned by the Board. The Association shall provide at least ten (10) working days' notice in writing to the Superintendent of its intent to use such days and the names of the teachers utilizing the leave. No more than three (3) teachers may use Association leave on the same day. Association leave days shall not be used on institute or parent conference days.

ARTICLE VI

EMPLOYMENT CONDITIONS

6.1 Student Discipline

The teacher has the responsibility for the maintenance of discipline within the classroom. The Board will provide support and assistance where feasible and appropriate to the teacher in such maintenance of discipline. In such maintenance of discipline, the Board will assist the teacher in identifying students with chronic personal or psychological problems in attempting to correct such problems to the full extent of available talent and funds. The Superintendent shall recommend administrative procedures to the Board for the purpose of dealing with student discipline. Such administrative procedures shall typically be included in the Student-Parent Handbook and the Student Code of Conduct.

6.2 Planning Time

Teachers shall use as planning time those periods as set forth in Appendix D of this Agreement.

6.3 Assignments

Teachers shall be given written notice of their assignments for the forthcoming year prior to the end of the school term. If a change in assignment is made, the teacher may request a conference to discuss such assignment. In the event that changes in assignments are necessary after the close of the school term, the teacher affected shall be notified as promptly as possible and given the opportunity for a conference to discuss such assignment. If such change is not acceptable to the teacher, he/she shall be allowed to resign without prejudice in thirty (30) days or sooner, if a suitable replacement becomes available.

6.4 Vacancies and Transfers

- A. The Superintendent or his/her designee shall announce vacancies internally via District email as they occur with the bargaining unit or are promotional vacancies inclusive of District summer programs. Where appropriate, such notices shall be accompanied by a job description, a statement of minimum qualifications and salary range.
- B. Any teacher may apply for a transfer where a vacancy exists. Such application shall be in writing to the Superintendent or his/her designee. If requested by the teacher, the Superintendent or his/her designee shall meet with the teacher to discuss the reasons for denying the transfer. The external process will not be started until the internal candidates have been considered and notified of the final administrative decision. Internal candidates shall not be interviewed by their peers for a teaching position. Internal candidates will be considered and notified of the final administrative decision prior to conducting an external search process. Internal teacher candidates will not be required to participate in the external search process inclusive of a team interview comprised of their peers for a teaching position.

- C. Prior to the final decision, any teacher affected by an involuntary transfer shall be notified as promptly as possible and shall be afforded an opportunity to have a conference with an appropriate administrator to discuss the reasons for the transfer. A teacher who is involuntarily transferred may be required, if deemed appropriate by the Board, to take a standard and normally accepted methods course from an accredited university in the area to which the teacher has been transferred if the teacher has not taught the required curriculum within five (5) years of the involuntary transfer. Such required coursework must be approved in advance by the Superintendent and must be completed within one (1) calendar year of the involuntary transfer. Additionally, the teacher must submit official transcripts evidencing satisfactory completion, with a "C" or better grade, of the required academic coursework. Provided these requirements are met, the District will reimburse the teacher for the full cost of the course.

6.5 Calendar

- A. The Association shall have the right to present to the Superintendent suggestions in regard to the school calendar prior to his/her making a recommendation to the Board. The Board shall determine the official calendar.
- B. The calendar shall include 176 student attendance days and a total of seven (7) days for parent-teacher conferences and teacher institute days. Five (5) emergency days will be added to the calendar as required by law. In the event no emergency days are used throughout the year and provided all statutory requirements have been met, the Board shall require teachers to report for and work no more than 182 days. The hours from the day 182 have been reallocated to extend the twelve (12) SMART days (Section 6.7 D4) and to create the Meet and Greet (Section 6.7 D3). Teachers shall not be required to attend and work on the 182nd day.
- C. A student non-attendance day shall be scheduled approximately one week prior to the end of the school year for the purpose of analyzing student assessment data, preparing communication to parents regarding student performance, and other tasks such as developing class lists, maintaining school records, etc. One hour may be set aside for meetings at the discretion of the Principal.

6.6 REA & Administration Meetings

- A. On a monthly basis, the Principal in each building shall meet with the REA building representative(s) for the purpose of reviewing and evaluating issues and concerns. One (1) time per trimester, the Superintendent will attend these meetings if the Association or Superintendent requests to do so.
- B. The Superintendent shall meet on a monthly basis with the President and Vice President of the Association for the purpose of reviewing and evaluating District-wide matters of educational concern unless agreed upon by both parties that a meeting is not necessary.

- C. At the request of the Association, the Board shall schedule annually one (1) Committee of the Whole Meeting with the Association and administration to discuss district issues according to established ground rules.

6.7 Work Day and Professional Responsibilities

- A. Each teacher shall be provided with a duty-free lunch period of at least thirty (30) consecutive minutes. Meetings should not overlap into the duty free lunch. During meetings where an administrator is present, it is the administrator's responsibility to adjourn the meeting to allow for the duty-free lunch period. If the goals of the meeting have not been accomplished, a follow-up meeting will be scheduled.
- B. No teacher shall be required to sign-in and sign-out at the beginning or end of the day. Teachers leaving the building during the day must sign-in and out.

- C. The teacher work day shall be seven and one-half (7.5) hours, inclusive of lunch, but exclusive of the following responsibilities:

- Parent-Teacher Conferences
- Fall Curriculum Night
- Family Meet and Greet (C2)

1. Parent-Teacher Conferences

Teachers who directly participate in Parent-Teacher Conferences are expected to devote 13 hours, during the mutually agreed upon conference window, (approximately 5 weeks) for the purpose of meeting with parents. Once the Parent-Teacher conferences are fulfilled, any remaining hours should be fulfilled by activities mutually agreed upon between the teacher and administration. Teachers who are not directly participating in Parent-Teacher Conferences are expected to devote 13 hours throughout the year to activities mutually agreed upon with administration as outlined in Appendix E.

2. Meet and Greet

A Meet and Greet will be scheduled on the Teacher Work Day the day before student attendance begins. The scheduled time will be 3:30-4:30 pm. Classrooms will be open to students and their families at this time, and all teachers are required to be present.

- D. The Board reserves the right to alter clock times, with prior notice to the Association. All parties recognize that the teacher work day of seven and one-half (7.5) hours will remain constant during the term of the Agreement.
- E. Special Education staffings will be scheduled during the contractual work day to the greatest extent possible and will be scheduled outside of a teacher's plan time unless prior teacher consent has been received. If a special education meeting or 504 meeting

extends more than thirty (30) minutes beyond the contractual work day, the teacher will be compensated at the hourly curriculum rate.

- F. Meetings/committee work that extend beyond the contractual workday will be paid at the co-curricular rate.
- G. SMART Days.
 - 1. A total of twelve (12) SMART days will be scheduled throughout the year. These days count as full days of student attendance due to the accrual of banked instructional minutes. Each SMART day will include a shortened schedule for student attendance, inclusive of student and teacher lunch. Following student dismissal, teachers will be engaged in 2.5 hours of professional development and/or committee work or similar activities. The 2.5 hours includes thirty (30) minutes which have been reallocated from the 182nd contractual teacher work day to extend the amount of usable SMART time. Teachers will not be required to attend the 182nd contractual work day at the end of the school year.
 - 2. If a Bargaining Unit Member misses seven (7) SMART days, they will be docked a half day. Sick or business leave may be used if available. If no days are available, a salary deduction will be made.
 - 3. If a Bargaining Unit Member misses twelve (12) SMART days, they will be docked a full day. Sick or business leave may be used if available. If no days are available, a salary deduction will be made.

If a teacher is required, by the administration, to attend other activities outside the regular work day, then a stipend shall be paid at the Co-Curricular or Activity Supervision Rates specified in Appendix C.

Nothing in this section shall prohibit a teacher from voluntarily attending and/or participating in other school-related activities that occur outside the regular work day.

6.8 Orientation

- A. Two (2) student non-attendance days shall be scheduled at the beginning of the school year. On one of these days, a minimum of three (3) hours of uninterrupted work time shall be provided for teachers to work in their classrooms to prepare for the start of the school term. Additionally, a minimum of ninety (90) minutes of team planning time shall be provided during one (1) of the opening student non-attendance days.
- B. At the request of the Association, a reasonable time (up to one (1) hour) shall be made available during teacher orientation for Association purposes.

6.9 Committees

On an annual basis, teachers will be expected to serve on at least one (1) committee. Teachers will be given the opportunity to volunteer for positions on the various committees, with members being selected by the administration. The administration reserves the right to assign a teacher to a committee if necessary. Committee meetings that extend beyond the contractual work day shall be paid at the Curriculum Development/Training Rate outlined in Appendix C.

ARTICLE VII

EVALUATION

Probationary and tenured teachers will be evaluated in accordance with the [District 12 Evaluation Plan](#) for licensed staff.

7.1 Joint committee decisions

Prior to making significant plan changes or decisions, Joint Committee members will be afforded time to seek input and feedback from colleagues. When a significant plan change or decision is made, it will be communicated to those staff members evaluated under PERA along with a date for implementation.

7.2 Timelines

- A. Within the first month of school, teachers who are being evaluated during the given school year shall be acquainted by a member of administration with the evaluation procedures and the evaluation instrument. No formal or informal evaluation will take place until such orientation has been completed. During this process, teachers will be informed as to who is their primary evaluator for the school year.
- B. The performance of a probationary teacher shall be evaluated annually based on a minimum of 3 observations, of which 2 must be formal.
- C. The performance of a tenured teacher shall be formally evaluated at least once in the course of every 2 school years.

7.3 Evaluators

- A. No teacher shall be used as an evaluator formally or informally.

ARTICLE VIII

REDUCTION IN FORCE

8.1 Advance Notice to Association

When in the exclusive and final judgement of the Board it is necessary to decrease the number of teachers employed or to discontinue a particular type of teaching service, the administration shall attempt to accomplish such reduction by attrition. In the event it is determined a reduction in teachers shall occur, written advance notice thereof shall be given to the Association President or his/her designee, who shall also be given an opportunity to discuss such reduction with the Superintendent and present the views of the Association.

8.2 Procedure

If such reduction or discontinuance shall occur, the selection of those teachers to be reduced-in-force will be on the basis of performance evaluation-based groupings as required under *School Code*.

8.3 Recall Rights

If, at any time during the following school term or within one (1) calendar year from the beginning of the following school term after reduction in staff, the Board shall determine to increase the number of teachers employed, such positions shall be offered to the first teacher terminated in the highest performance evaluation-based grouping, in the reverse order of layoff, provided such teacher shall be fully qualified to teach in such available position (i.e. Group 4 teachers will be recalled before Group 3 teachers) and are eligible by their grouping for recall rights. The offer shall be submitted to the teacher in writing. Failure of the teacher to respond to such offer within ten (10) calendar days of its mailing shall automatically terminate the teacher's right to recall. The letter shall be sent to the last address furnished by the teacher. This paragraph shall be applicable only to teachers on continued contractual service.

8.4 Seniority Computation

- A. A full-time teacher shall acquire one (1) year of seniority for each complete year of full-time, continuous employment in the District from the teacher's earliest hiring date. A full-time teacher working less than a complete school year shall acquire fractional seniority calculated by dividing the number of days worked by the number of workdays in the school calendar. For purposes of this section "days worked" shall be defined as days for which the teacher receives regular salary from the District. Days for which the teacher does not receive regular salary shall not result in seniority credit. No teacher shall receive credit for more than a full year of seniority in any given school year.

8.5 Master List of Seniority

- A. A seniority list shall be developed by the Board annually for use in preparing the list of the sequence of honorable dismissals when required. The lists shall be updated 75 days prior to the end of the school year along with the sequence of honorable dismissal list and sent via email to the Association President and posted in each building. The seniority list shall also include license type and endorsements or qualifications. To achieve placement in other subject areas, it shall be the obligation of the teacher to submit proof of qualifications for such other subject areas. Furthermore, any time after gaining tenure, a teacher may update his/her qualifications to obtain placement in another subject area.
- B. All updates must be completed for purposes of seniority priority to January 15th. Any errors not challenged within the fifteen (15) day period following the posting are waived by the affected teacher. Further, teachers erroneously placed on the seniority list indicating a subject area for which he/she is not qualified, due to information provided by that teacher, shall not be binding upon the Board. In the event of a reduction in force or recall, the seniority list shall be used solely to determine qualifications. Additional qualifications held by teachers but not reflected on the seniority list will not be considered in staff reductions or recalls.

8.6 Individual Notice to Teacher

Except for dismissal of teachers as provided in Section 10-22.4 of the *School Code*, the Superintendent or his/her designee shall advise any teacher(s) prior to action being taken by the Board on a recommendation for dismissal under Section 24-11 (non-renewal) and Section 24-12 (decrease in the number of teachers or discontinue some particular type of teaching service) of the *School Code*.

ARTICLE IX
SALARY, ECONOMIC FRINGE AND MISCELLANEOUS BENEFITS

9.1 Travel Reimbursement

- A. Teachers whose duties require that they travel regularly within the School District will be reimbursed at the following rates:

# of Days Regular Travel Per Week	Rate Per School Year for the Extent of Contract
1	\$90
2	\$180
3	\$270
4	\$360
5	\$450

- B. Authorized travel outside of the School District will be reimbursed at the rate established annually by the Internal Revenue Service.

9.2 Co-Curricular Assignments

The Association has the right to bargain new co-curricular assignments. At any time during the duration of this contract, the Association may add additional co-curriculars with approval from the Board. A separate written agreement shall be executed by the teacher and the Board setting forth the activity and the stipend to be paid.

All co-curricular activities approved and scheduled by the Board as part of the District's program shall be supervised and directed by qualified individuals. District 12 teachers will be given priority for such positions. The current qualified holder of an extra-duty position will be retained in the position. In the event that no qualified bargaining unit member applies for a specific extra-duty position, the Board may subcontract such position for a period of one (1) year or less to a person not a member of the bargaining unit. As used herein, whether a teacher is "qualified" or not shall be determined by the Superintendent or designee, but such determination shall not be based primarily on the won-lost record, where applicable, nor on a decision of the teacher regarding participation by a specific student.

The Board shall provide after-school supervision for athletes who remain at the Middle School until sports activities begin.

9.3 Tuition Reimbursement

- A. Teachers shall be reimbursed for tuition paid for courses required to be taken by the Board or the administration, provided such payment not be made to teachers required to take courses in any plan of remediation. The Board shall select the institution at which the course shall be taken. In the event the teacher desires to attend another institution, the Board shall reimburse the teacher in an amount not to exceed the tuition at the institution selected by the Board. The teacher shall be given one (1) calendar year to complete the required course.
- B. Tenured teachers shall be reimbursed for tuition expended on courses subject to the following conditions:
 - 1. Courses and degree programs must be approved in advance by the Superintendent and must be germane to the teacher's professional development. Both courses and degree programs must be consistent with the requirements of regular academic classes on the semester or quarter basis, except as approved by the Superintendent. It is to be understood that weekend courses and certain other courses offered over a short span of time shall generally not be approved unless they are required for degree advancement in an accredited program; however, no more than two (2) such shortened courses shall be approved for credits towards an advanced degree.
 - 2. The courses must be satisfactorily completed.
 - 3. Reimbursement for college-level courses shall be made up to a maximum of the amount specified on Appendix C in any one (1) school year, provided an official transcript is submitted as evidence of course completion. Reimbursement shall be applied to the fiscal year (July 1-June 30) in which the official transcript is received. If there is a delay in receiving the official transcript, through no fault of the teacher, the teacher may provide a letter of successful completion from the instructor or educational institution through which the course was taken and such letter shall suffice as documentation for reimbursement until the official transcript is received. No CEU's or workshops shall be reimbursed under this provision, nor will the Board allow movement on the salary schedule for SEU's or workshops. Workshop reimbursement is addressed in Appendix C of the Employee Handbook.
 - 4. The teacher requesting tuition reimbursement must be employed by District 12 at the time the official transcript (or letter of successful completion) is received in order to qualify for payment of the tuition reimbursement.

The above conditions also apply to non-tenured teachers employed by the district during the 2016-2017 school year.

1. Tuition reimbursement amounts

Tuition reimbursement for the fiscal year (July 1-June 30) will be paid out on June 30. Should the overall amount of tuition reimbursement requested in one fiscal year (July 1-June 30) exceed the district maximum as outlined in Appendix C, the district maximum will be split evenly among all claimants on a per credit hour basis. Official transcripts will be submitted by June

- C. Non-tenured teachers whose service to the district began during after the 2016-2017 school year are not eligible for tuition reimbursement.

9.4 **Salary**

The salary for the 2019-2020 through 2022-2023 school terms will be based upon the following agreed upon annual percentage increases:

2019-2020..... 2.0%
2020-2021.....1.5%
2021-22 & 2022-2023.....1.5% FLOOR--Every Additional 0.5% of CPI increases floor:

CPI	Raise
0-1.9%	1.50%
2.0-2.49%	2.00%
2.5-2.99%	2.50%
3-3.49%	3.00%
3.5-3.99%	3.50%
4-4.49%	4.00%
4.5-4.99%	4.50%
5%+	5.00%

The Board shall provide to teachers direct deposit of their paychecks.

Educational Advancement Chart

BA+15	MA	MA+18	MA+30	MA+45
\$4,000	\$8,000	\$3,000	\$5,000	\$2,500

- A. The annual salary for each teacher shall be their prior year's base salary plus the percent of increase calculated according to the CPI Raise chart above unless otherwise agreed upon between the Board, the superintendent, and the REA. Continuing teacher compensation will be determined using the Roselle School District 12 Salary Calculator.

The starting salary for new teachers shall not be less than \$46,160 for the duration of this Agreement.

Part-time teachers hired at less than 1.0 FTE shall receive a prorated salary commensurate with their FTE and shall receive % increases similar to other employees.

Teachers hired from outside the district shall not be hired at a salary greater than a current employee who has the same education and experience.

- B. Increases in salary will be granted for successful teaching experience. Teachers may also receive increased compensation based on the Educational Advancement Chart. This compensation will be added to the teacher's base salary the school year after the required level of education has been completed. To qualify for such compensation, a teacher must receive approval in advance from the Superintendent for courses to be taken. The teacher must submit an official transcript evidencing satisfactory completion of academic work, with a "C" or better grade, to the District by October 1 of the year in which the teacher is eligible for educational advancement. Courses shall meet the same requirements as set forth under Section 9.3(B)(1) of the Agreement, including the requirement that no more than two (2) weekend or other short time span courses may be used as credits for an advanced degree. Educational advancement beyond MA shall only be based upon academic hours earned after the completion of a Master's Degree.
- C. Salary advancement through the Educational Advancement Chart is available to tenured teachers with Master's Degrees who participate in the National Board Certification process. Prior to receiving credit, a transcript issued by the American Council on Education (ACE) is required. After submission of the ACE transcript to the administration, a teacher shall receive three (3) semester hours of credit for completing the National Board Certification process and an additional three (3) semester hours of credit for achieving National Board Certification. As with other transcripts required for salary advancement, the ACE transcripts must be received by October 1 of the year in which the teacher is eligible for educational advancement.

9.5 Teachers' Retirement System and Health Fund

From the compensation schedule, the Board shall deduct and remit the required amounts for each teacher, pursuant to the salary schedules, to the State of Illinois Teachers' Retirement System and to the Teachers' Health Insurance Security Fund to be applied for the retirement and health insurance accounts for such teacher. The teachers shall have no right or claim to the funds so remitted, except as they may subsequently become available upon retirement or resignation from the State of Illinois Teachers' Retirement System.

9.6 Insurance Benefits

- A. The Board shall pay a portion of the monthly cost of single coverage premiums for full-time teachers for basic hospitalization and major medical insurance in a group plan effective in the District. Teachers shall contribute \$91.50 for PPO and \$60 for HMO on a monthly basis.

A full-time teacher shall also have the option to purchase family group health insurance in accordance with the terms and conditions of the carrier. Teachers shall contribute \$823.00 for PPO and \$640.00 for HMO on a monthly basis for family coverage. The amounts listed include the cost of single coverage.

For the term of this Agreement, the Board shall put the following amounts into a Health

Care Account annually to be used by the teacher. This applies only to teachers currently enrolled as of June 1, 2017. These funds will be used towards in-network deductible payments for PPO plans, and medical and prescription copay expenses for HMO plans.

(Commencing January 1, 2020)

Single insured: – \$100 – to be used towards deductible after the first \$400 of deductible is satisfied.

Family insured: – \$300 - (\$100 maximum per each insured person until family deductible is met) – to be used towards deductibles after the first \$400 per insured person is satisfied.

HMO insured: – \$100 – to be administered by the District for reimbursements for medical and Rx copay expenses.

The benefits and plan design of the District's health insurance plan shall be reviewed by the Board and Association as established in Section 9.8 below.

Should any new health insurance legislation be enacted during the time when this agreement is in effect, the Board and Association agree to reopen negotiations for the purpose of bargaining the impact of the legislative change.

- B. The Board shall contribute one hundred percent (100%) monthly towards the cost of single coverage for full-time teachers who elect to participate in the group dental insurance plan effective in the District.

A full-time teacher shall also have the option to purchase family group dental insurance in accordance with the terms and conditions of the carrier. For the term of this Agreement, Teachers shall contribute the \$75.00 on a monthly basis for family coverage.

- C. For the term of this Agreement, the Board will contribute one hundred percent (100%) of the premium cost of long-term disability insurance for each full-time teacher who elects such insurance.
- D. A \$20,000 term life insurance policy shall be provided for full-time teachers. The Board shall contribute one hundred percent (100%) monthly of the premium cost. A teacher shall also have the option to purchase additional term life insurance at the teacher's expense in accordance with the terms and conditions of the carrier.
- E. The Board shall establish and maintain a "flexible benefit plan" in compliance with Section 125 of the *Internal Revenue Code* of 1986. Prior to each plan year, a teacher may elect to have the Board reduce his/her pay and contribute such amounts among the following non-taxable benefits, in accordance with the plan document: premiums for the District's health insurance plan which are not paid by the Board; reimbursement for qualified dependent care assistance expenses; and reimbursement for the cost of medical and dental care.

In accordance with the *Internal Revenue Code*, any amounts remaining unpaid after processing all timely requests for reimbursement shall be forfeited and not otherwise paid to the teacher or carried over to the following plan year. The Board shall pay the administrative costs and expenses for maintaining the plan.

The Board does not warrant that the deduction made in the amounts as listed on the compensation schedule by the Board for the teachers as set forth above are deemed excludable from the teachers' gross wages, and as such, the Association and each individual teacher shall and do hereby indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, assessments or deficiencies or other liability by reason of the payments of dependent insurance premiums to the provision of this section.

9.7 [INTENTIONALLY OMITTED]

9.8 Insurance Committee

The Superintendent and representatives of the Association shall investigate and study issues related to the health and dental care costs of the District, including health plan design changes, on an as needed basis. Recommendations shall be submitted to the Board for final approval.

Prior to any negotiations period, the Superintendent shall arrange for an Insurance Committee meeting, inclusive of a representative from the District's Insurance Provider(s) or Cooperative for the purpose of reviewing the current plan(s), possible changes, etc.

9.9 Bonus Sick Leave for Service

Teachers shall be awarded additional sick leave days according to years of full-time service to the District according to the following guidelines.

10 Years of Service = 15 Additional Sick Leave Days
15 Years of Service = 20 Additional Sick Leave Days
20 Years of Service = 25 Additional Sick Leave Days
25 Years of Service = 30 Additional Sick Leave Days

Additional sick leave days shall be awarded only at the beginning of the year when a teacher enters his/her 10th, 15th, 20th, or 25th year of full-time service to the District. For implementation purposes, it is agreed that additional sick leave shall not be awarded to those teachers who have already reached or exceeded the number of service years referenced in this section.

Teachers who are less than 1.0 FTE will earn credit for the Bonus Sick Leave for Service based on two years of part time FTE equaling one full-time year of service. For example, a teacher working as a 0.5 FTE will reach their 10 years of service and be awarded their additional 15 sick days at the beginning of their 20th year of service to the District.

The awarding of additional sick leave days shall be considered null and void and not provided to any teacher if awarding the additional sick leave days requires the Board to pay any penalties or any other expenses to the State of Illinois Teachers' Retirement System or would violate TRS regulations requiring additional sick leave days to be "at risk" (i.e. usable prior to the date of retirement considering the teacher's days already accumulated).

If the Illinois legislature adopts any new laws that impact the provisions of this section, the Board and the Association agree to meet and resume negotiations regarding the provisions of this section.

9.10 Part-Time Teachers

A. Part-Time Tenured Teachers

Full-time tenured teachers transferred to a part-time position, through voluntary means, shall maintain tenure. Teachers reduced to a part-time status shall receive service credit for seniority on a pro-rata basis.

Part-time teachers shall have access to sick days and plan time on a pro-rata basis. Tenured teachers granted a transfer to part-time status shall be compensated and provided benefits on a pro-rata basis in accordance with the negotiated Agreement.

Approval of a voluntary request to transfer to part-time status is contingent upon the availability of a part-time vacancy for which the teacher is appropriately licensed.

Approval of a voluntary request to transfer to part-time status shall be for one (1) school year and shall be approved at the discretion of the Board on an annual basis.

If a teacher wishes to renew his/her part-time status for an additional year, the teacher must notify the Board in writing by February 1 of the current school year. The Board shall make a decision related to the teacher's request and notify the teacher by April 1 of the school current school year prior to the renewal.

If for any reason the part-time position is terminated, the teacher shall have the option of returning to full-time status or resignation. The teacher must submit their decision in writing within ten (10) school days of being notified by the Board.

B. Part-Time Non-tenured Teachers Any non-tenured teacher who is employed at least twenty five (25) hours per week, but less than full time, shall be compensated and receive benefits (tuition reimbursement as per sections 9.3.B and 9.3.C of this agreement, sick and personal leave, and health, dental, disability and life insurance) on a pro-rata basis.

Any non-tenured teacher who is employed at least eighteen (18) hours per week, but less than twenty-five (25) hours per week shall receive a pro-rated salary. Such teacher

shall also receive four (4) full sick leave days per year, but is not entitled to any other benefits including leaves, insurance benefits, or tuition reimbursement.

Any non-tenured teacher who is employed less than eighteen (18) hours per week shall receive a pro-rated salary, but is not entitled to any benefits including leaves, insurance benefits, or tuition reimbursement.

Teachers who are less than 1.0 FTE will earn credit for the Bonus Sick Leave for Service based on two years of part time FTE equaling one full-time year of service. For example, a teacher working as a 0.5 FTE will reach their 10 years of service and be awarded their additional 15 sick days at the beginning of their 20th year of service to the District.

The provisions in this section do not apply to tenured teachers participating in a job-sharing agreement nor to tenured teachers. Such teachers are covered by the provisions in Section 4.9

9.11 Staff Development

- A. If requested by administration and agreed to by the teacher(s), teachers making presentations to teachers, parents or other members of the community, outside of the regular workday, shall be paid at the Workshop Presentation Rate specified on Appendix C, with a maximum of three (3) hours, based upon the length of the actual presentation. The hourly rate of pay will be calculated based upon the beginning and ending time of the presentation. An additional stipend shall not be paid for preparation time.
- B. If requested by the administration and agreed to by the teacher(s), teachers presenting workshops or in-service sessions to other staff members in the District during the regular workday shall be paid for preparation time at the Curriculum Development/Training Rate specified on Appendix C. The amount of preparation time to be paid for shall be agreed upon by the teacher and the administration, in writing, prior to the beginning of the preparation.
- C. Any teacher who attends a staff development workshop paid for by the District shall share, without compensation, the concepts and techniques presented at the workshop with other teachers in the district. The Principal shall approve in advance the teacher's planned method for sharing the information with the other District teachers.
- D. In lieu of attending their one (1) teacher-chosen staff development workshop, teams as a whole may choose to have three (3) in-house team planning days. Teachers may additionally be sent to out-of-district workshops upon the explicit request of administration.
- E. Nothing in this section shall prohibit a teacher from voluntarily offering to present information to other staff members during meetings, workshops or in-service sessions.

9.12 Mentor Stipends

- A. Teachers who act as a mentor for a beginning teacher shall receive a stipend as specified on Appendix C.
- B. Teachers who act as a mentor for a beginning teacher shall receive an additional stipend if they participate in new teacher orientation activities prior to the beginning of the school year. Such stipend shall be paid at the Curriculum Development/Training Rate as specified on Appendix C.

9.12 Separation Agreement

Teachers who:

- Have at least fifteen (15) years of full-time teaching experience in District 12, and
- Submit a letter of interest to the Superintendent by April 1st, at least one full year prior to the expected retirement date,
- Have reached retirement eligibility according to TRS guidelines shall receive a stipend of \$450 per year of service (up to 34 years maximum) to the District in a “lump sum” payment, on July 1st following the last date of employment.

An agreement stating the retirement date and stipend amount will be signed and will be irrevocable.

In the event that the teacher enters into a written separation agreement for retirement, the teacher shall only receive the benefits as spelled out in such agreement.

ARTICLE X

TERM AND EFFECT OF AGREEMENT

10.1 Term of Agreement

This Agreement shall become effective upon ratification by both parties and shall continue in effect until June 30, 2023

10.2 No Strike Provision

During the term of this Agreement and any extension thereof, no teacher, nor the Association, nor any person acting on behalf of, and with the authorization of the Association, shall engage in, authorize, or instigate any recognition of any picket line or any strike at the School District premises.

10.3 Savings and Complete Understandings Provisions

Should any article, section or clause of this Agreement be contrary to law or declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it has violated the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. 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 matter or subject not ruled by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at after the exercise of that right are set forth in this Agreement.

10.4 Reopeners

If either of the following events would occur during the term of the Agreement, the Board and Association acknowledge and agree that the event will trigger reopening the current Agreement in its entirety:

- * A property tax freeze
- * A pension cost shift 2% or greater

Both the Board and Association further agree that if an agreement is not reached within 1 year from the commencement of negotiations caused by this automatic reopener provision, the Agreement will be null and void effective with the deadline date.

IN WITNESS WHEREOF, this Agreement is signed this 21st day of May, 2019.

ROSELLE EDUCATION ASSOCIATION



President



Secretary

**BOARD OF EDUCATION OF SCHOOL
DISTRICT NO. 12, DUPAGE COUNTY
ROSELLE, ILLINOIS**



President



Secretary

APPENDIX A

Salary Calculator

APPENDIX B

CO-CURRICULAR STIPEND SCHEDULE

The hours and stipends listed are the maximum amounts to be paid for each activity. If the co-curricular sponsor/coach works less than the number of hours listed, the stipend will be computed by multiplying the actual hours worked by the co-curricular rate.

# Positions	Activity	Hours	Stipend
1	Athletic Director	70	\$2240
2	Girls Basketball	84	\$2688
2	Boys Basketball	92	\$2944
3	Volleyball	70	\$2240
1	Cross Country	46	\$1472
3	Track	56	\$1792
2	Cheer	125	\$4000
2	Dance	125	\$4000
2	Summer dance	65	\$2080
1	Intramural Director	46	\$1472
1	RMS Student Council/PBIS	74	\$2240
2	SHS Student Council/PBIS	70	\$2240
1	SHS Chorus Director	70	\$2240
1	SHS Chorus Assistant	40	\$1280
2	RMS Yearbook	45	\$1440
2	SHS Yearbook	35	\$1120
1	RMS Newspaper	45	\$1440
2	SHS Newspaper	30	\$960
2	Reader's Theatre	25	\$800
1	Drama	100	\$3200
1	Jazz Band	72	\$2304
1	Chat Pack	9	\$288
# Positions	Activity	Hours	Stipend

1	RMS Music Performances	110	\$3520
1	SHS Music Performances	40	\$1280
1	Talent Show	36	\$1152
2	SHS Garden Club	32	\$1024
2	RMS LEGO League	50	\$1600
6	DIVAS	20	\$640
1	Safety Patrol	30	\$960

APPENDIX C

MISCELLANEOUS STIPEND SCHEDULE

Stipend Classification	Payment Per	Stipend
Co-Curricular Rate	Hour	32
Unused Sick Days	Day	21.50
Tuition Reimbursement	Year	Pool of \$10,000 to be split Max \$966 per individual
Curriculum Dvmt/Training	Hour	32
Before/After/Summer Teaching	Hour	39
Workshop Presentation	Hour	88
Teacher Mentor	Year	449
Internal Substitute*	Hour	40
Activity Supervision**	Hour	32
Lunch Supervision	Period	17.50
Detention Supervision*	Hour	32
Grant Related Stipends***	TBD	TBD

* Prorated for less than one hour.

** Activity supervision stipends shall be paid for athletic events and dances, but sponsoring organizations/sponsors will not be paid twice for the same event.

*** Since grant related stipends are voluntary and may be restricted by factors beyond the control of the District, such stipends are exempt from the payment rates established in this Agreement

APPENDIX D

PLANNING TIME GUIDELINES

The teachers in Roselle School District No. 12 will be assigned planning time according to the following guidelines:

Spring Hills School

Planning Time for Teachers-400 minutes/week

Planning Time Calculated From-8:30 am-3:30 pm

*No more than sixty (60) minutes per week can be administrator scheduled or required meetings.

**If special area or support area teachers have more than 400 minutes of planning time per week (individual and team), the administration will assign other tasks to reduce the amount of plan time to no more than 400 minutes per week. Such tasks might include lunch duty, interventions, etc.

If a teacher has less than 400 minutes of planning time per week, the Principal will make every attempt to remedy the situation promptly. If the situation cannot be remedied, a stipend shall be paid using the following formula:

Determining the Deficit-Target Plan Time - Actual Plan Time = Deficit (i.e. 400 - 350 = 50 min)

Percent of Week Calculation- Deficit / Total Minutes Per Week = % of Work Week
(i.e. 50 min/ 2100 min = 2.38%)

Stipend Calculation- Annual Salary x % of Work Week = Stipend
(i.e. \$32,440 x .0238 = \$772)

***For teachers who travel between schools, planning time stipend calculations will be based upon the school at which the teacher spends the majority of his/her instructional time. If the time is equal, then the target plan time of the two schools will be averaged.

Roselle Middle School

Planning Time for Teachers-440 minutes per week

Planning Time Calculated From- 7:50 am-2:50 pm

*No more than sixty (60) minutes per week can be administrator scheduled or required meetings.

**If special area or support area teachers have more than 440 minutes of planning time per week (individual and team), the administration will assign other tasks to reduce the amount of

plan time to no more than 440 minutes per week. Such tasks might include lunch duty, interventions, etc.

If a teacher has less than 440 minutes of planning time per week, the Principal will make every attempt to remedy the situation promptly. If the situation cannot be remedied, a stipend shall be paid using the following formula:

Determining the Deficit-Target Plan Time - Actual Plan Time = Deficit (i.e. 400 - 350 = 50 min)

Percent of Week Calculation- Deficit / Total Minutes Per Week = % of Work Week
(i.e. 50 min/ 2100 min = 2.38%)

Stipend Calculation- Annual Salary x % of Work Week = Stipend
(i.e. \$32,440 x .0238 = \$772)

***For teachers who travel between schools, planning time stipend calculations will be based upon the school at which the teacher spends the majority of his/her instructional time. If the time is equal, then the target plan time of the two schools will be averaged.

Other Guidelines for Both Schools

- Planning time will be prorated for part-time teachers based on the Plan Time stated above.
- It is the Principal's responsibility to request a schedule in writing from each teacher by the end of the 10th day of student attendance. The Principal will then calculate plan time and make a recommendation to the Superintendent regarding resolution by the 15th day of student attendance
- The Superintendent and REA Leadership will meet to review plan time overages, shortages and make final decisions regarding remedy or stipend.
- This stipend should be decided upon by the end of the first full month of school.
- The stipend payment is retroactive to the first day of the school year

APPENDIX E

Alternative Duties for P/T Conference Hours

Alternative duty hours do not apply if the activity is a part of the job description or co-curricular assignment. These hours are to be done in district, unless approved by administration.

Duty	Staff	Required/ Optional	Maximum hours
Prepare for Conferences	Any who are holding 20+ conferences	optional	2
Conferences*	Classroom teachers	required	13
Conferences	Any non-classroom teachers	optional	13
Evening Music* Performances	Art, Gym	required	6
PBIS Data Work	PBIS committee members	optional	10
PTO meeting-attend	any	optional	8
BOE meeting-attend	any	optional	8
Parent education night	any	Optional Approved by admin	7(combination of preparing a presentation and attending the meeting)
MTSS Data Work	MTSS committee members	optional	
Special projects related to the Garden at SHS	any	optional	8
Parent Advisory Presentation and Participation	any	Upon request of admin	4 (combination of preparing a presentation and attending the meeting)

Duty	Staff	Required/ Optional	Maximum hours
Presenting at Board Meeting	any	Upon request of admin	4 (combination of preparing a presentation and attending the meeting)
Other tasks mutually agreed upon by teacher and administrator	any	optional	TBA

