

CONTRACTUAL AGREEMENT

BETWEEN THE

RIVER BEND EDUCATION ASSOCIATION

AND THE

BOARD OF EDUCATION

OF

RIVER BEND COMMUNITY UNIT DISTRICT NO. 2

2008-2010

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ARTICLE I
RECOGNITION

1.1 Bargaining Unit

The Board of Education for River Bend Community Unit District No. 2, Whiteside County, Illinois (hereinafter referred to as the "Board"), hereby recognizes the River Bend Education Association, IEA/NEA (hereinafter referred to as the "Association" or "RBEA"), as the sole and exclusive bargaining agent for all regularly employed full-time and part-time certificated teaching personnel and all regularly employed full-time and part-time noncertificated personnel, excluding all noncertificated personnel working less than 13 hours per week, Business Services Secretary, Superintendent's Secretary, Bookkeeper/Payroll Clerk, Transportation Director and all supervisory, managerial, confidential and/or short-term employees as defined by the Illinois Educational Labor Relations Act.

1.2 Exclusive Representation

No agreement, understanding or consideration which alters or waives any of the terms or conditions of this Agreement shall be made with any employee or group of employees by the Board or any of its agents or representatives, unless it has been made, ratified and agreed to in writing by both the Board and the Association.

ARTICLE II

MANAGEMENT RIGHTS

2.1 Bargaining Obligations

The Board and the Association agree, in successor Agreements, to meet at reasonable times and negotiate in good faith with respect to wages, hours and other terms and conditions of employment, which does not compel either party to agree to a proposal or require the making of a concession.

It is also agreed that the Association will not require the Board to bargain over matters of inherent managerial policy, e.g., standards of services, its overall budget, the organizational structure and selection of new employees and the direction of employees.

The Board, on its own behalf and on behalf of the electors of the 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 and of the United States, including, but without limiting the generality of the foregoing, the right:

- a. to the executive management organization and administrative control of the District and its properties and facilities, and the activities of its employees during the workday;
- b. to direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services;
- c. to hire all employees, and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees;
- d. to establish educational policies, goals and objectives; to insure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operation;
- e. to build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, in 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 the laws of the United States.

The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in case of an emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provisions of the Grievance Procedure. For purposes of this Section an emergency shall be defined as a natural disaster, and/or an "Act of God," and does not refer to an unsettled contract.

2.2 In-Service Workshops

The Association pledges to work with the Administration and the Board to study, support and assist in the planning and presentation of in-service education workshops.

ARTICLE III

ASSOCIATION RIGHTS

3.1 Deductions From Paycheck

The Board agrees to deduct from the employee's paycheck, upon receipt of a properly signed request authorizing such deduction, the following:

- a. United professional dues (RBEA, IEA/NEA) --
Deductions beginning with the September paycheck and ending with the May paycheck, (eighteen (18) equal installments). All employees who join the united professions will participate in this payroll deduction and a complete list of these members will be provided the District Office five (5) school days before the first payroll in September. Such list shall serve as a continuing authorization.
- b. Fulton Community Fund --
Deductions made over a 10- or 12-month period.
- c. Spouse-Dependent Life/Health Insurance --
Deductions made over a 10- or 12-month period.
- d. Select Employees Credit Union--
Deductions made over a 10- or 12-month period and may begin during any month provided the District Office is notified by the 10th day of the month in which the employee wishes such deductions to begin.
- e. Tax-Sheltered Annuity --
The frequency and timing of salary adjustments for beginning/modifying tax-sheltered annuity elective deferrals will be in accordance with the terms set forth in the District's 403(b) Plan.
- f. River Bend Educational Foundation
- g. Other documents, e.g., wage garnishments and I.R.S. attachments.
- h. R.B.E.A. Scholarship Fund

3.2 Association Leave

In the event the Association desires to send representatives to the State, local or National conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary, providing the Association reimburses the District for the cost of substitutes. The number of days to be used for this purpose is limited to a total of up to four (4) days annually for all Association business. However, no more than three (3) of

the leave days may be used during the school year.

3.3 Contract Copies and Costs

Within thirty (30) days of ratification of the Agreement, the Board shall prepare and deliver copies to each member of the staff, and such costs pertaining to the duplication of the document shall be shared equally between the Board and the Association.

ARTICLE IV

NEGOTIATIONS PROCEDURES

4.1 Negotiation of Successor Agreement

Procedure for negotiations of a successor agreement is as follows:

- a. Meetings composed of members for the Association, the Board, and the Administration may be called upon the written request of any one of these parties. Requests from the Association should be made to the Superintendent. Requests from the Administration or the Board will be made to the President of the River Bend Education Association. Within ten (10) days of receipt of the request to begin negotiations a mutually convenient meeting date will be established.
- b. Conferences and hearings shall be carried on in an attitude of mutual respect. At such conferences, facts, opinions, proposals, and counter-proposals will be freely exchanged in an effort to reach a mutual understanding and agreement.
- c. The initial meeting date, referred to in "a" above will serve to establish ground rules for further negotiating sessions. In addition, both parties will be allowed to submit initial proposals for changes in the successor agreement if both parties agree that they are prepared to begin the negotiating process.

4.2 Mediation Procedures

Procedure in the event mediation is requested is as follows:

- a. In the event that agreement is not reached, the parties may suggest third party intervention. A joint request for mediation will be prepared.
- b. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the mediator which was not previously disclosed to the other party. The mediator shall have no power to alter the terms of this Agreement.

4.3 No Strike Agreement

Under no circumstances shall the Association or its members directly or indirectly cause, instigate, support, encourage or condone, nor shall any employee or employees directly or indirectly take part in, any action against or any interference with the operations of the District such as a strike, work stoppage, sit-down, stay-in, slow down, curtailment of work, restriction of production or any picketing, patrolling or demonstrations at any locations whatsoever during the term of this Agreement or any extensions thereof.

4.4 No Lock-Out Agreement

The Board agrees that it will not lock-out any bargaining unit member for the duration of this Agreement or any extension thereof.

4.5 Operation of District

While the Board and the Association are committed to the use of the above mediation procedure, nothing in the negotiated agreement can be implemented in a way to preclude the authority of the Board to operate the School District.

ARTICLE V

EMPLOYEE RIGHTS

5.1 Vacancies

- a. All vacancies within the River Bend District shall be published on the bulletin board of each faculty lounge and a copy shall be given to the Association President. A vacancy shall not include mere redeployment of employees as a result of a reduction-in-force.
- b. Summer month notification will be provided to those employees who indicate, in writing to the Superintendent, their desire to receive such notification.
- c. No employee will be employed to fill such vacancies full time until such notice has been posted in each attendance center during the school year. A period of seven (7) calendar days after such notices have been posted or mailed will be considered enough time for interested River Bend employees to indicate their interest in the position(s).
- d. All River Bend employees applying for such vacancies will be considered for an interview, provided they hold proper Illinois Teaching Certification or applicable credentials for the position that is vacant.
- e. All River Bend employees interviewed for the vacant position shall be notified when the vacancy is filled.
- f. Nothing in this Section precludes the administration from filling a vacancy in the event of an emergency, e.g., death, major illness.

5.2 Involuntary Transfer

In any case of involuntary transfer, consideration will be given to the professional preparation, experience and known aspirations of the teacher as well as other factors in the consideration of the transfer. Any teacher affected by an involuntary transfer will be notified in writing and will be released by the Board from his/her contract if the teacher so requests and a suitable replacement is found. As soon as practical notification shall be made before publication of the teaching assignments in the press. Before the implementation of an involuntary transfer of a tenured teacher for reasons which are unrelated to relative professional strengths or weaknesses of individual teachers, the Board will make a reasonable effort to fill the vacancy through voluntary transfers.

5.3 Personnel Files

- a. Employees are granted the right of access to their personnel file and the privilege to attach their reaction in writing to all material placed in the file. Employees shall be given a copy of all material regarding performance or non-performance of duties when it is placed in their personnel file. The employee shall have the right to respond to all materials contained in the personnel file. Said employee responses shall become part of the personnel file. Upon review of the personnel file, the employee shall initial and date all items contained therein as acknowledgement of the fact that the employee has had an opportunity to review the same. Such access to one's file shall be in the presence of the immediate building supervisor, the Superintendent, or the Superintendent's designee. Signing the employee evaluations that are placed in the personnel file shall be evidence that notice was given.
- b. The right of access to one's file shall not include access to one's credentials in that credentials contain personal references which are obtained on the grounds that such references would be strictly confidential.

5.4 Discipline Rights

No teacher shall be disciplined without cause. "Discipline" for the purposes of this Section shall be defined as a suspension without pay or the dismissal of a tenured teacher.

ARTICLE VI

REDUCTION IN FORCE

6.1 Employee Reductions

The Board agrees to follow policies for reduction-in-force consistent with The School Code of Illinois, Section 24-12, for all teachers who have entered into contractual continued service and Section 10-23.5 for all Educational Support Personnel (ESP).

6.2 Staff Input

Administrative effort will be made to provide for staff input to potential reductions in force under consideration by the Board.

6.3 Teacher Recall Rights

If a vacancy occurs in the following school term or within one (1) calendar year from the beginning of the school term following its reduction-in-force, the Board will tender such vacant position to the tenured teacher with the greatest seniority who is legally qualified to hold such position. If the reduction-in-force was based on economic necessity and resulted in a loss of more than 15% of the District's full-time positions filled by certificated employees (excluding principals and administrative personnel) during the preceding school year, and if a vacancy occurs following the school term or within two (2) calendar years from the beginning of the following school term, the Board will tender such vacant position to the tenured teacher with the greatest seniority who is legally qualified to hold such position.

Vacant positions include full-time teaching positions and full year part-time teaching assignments, but do not include substitute positions. A teacher so recalled retains his/her tenure status and all accumulated seniority, however, the period such tenured teacher did not teach shall not be counted toward seniority.

To be eligible for recall, the honorably dismissed tenured teacher must provide the Board in writing, prior to the last day of the school term of dismissal, with the address where such tenured teacher may be reached. Further, it shall be the responsibility of the tenured teacher subject to recall to inform the Board of any change of address and to otherwise provide the necessary means to be informed of recall offers. The tenured teacher must also notify the Board in writing, within fourteen (14) calendar days of mailing or within seven (7) calendar days of receipt of the offer, whichever shall first occur, of the acceptance of any vacant position offered to the tenured teacher during the recall period. Failure to notify the Board of acceptance shall constitute rejection of the offer of employment. If a tenured teacher rejects any offer of a full-time vacant position, that tenured teacher shall be deemed to have waived his/her recall rights and will no longer be eligible for any other vacant positions that become available within the recall time period.

6.4 ESP Reduction in Force

In its sole discretion, the Board may determine to decrease the number of ESP's or to discontinue some particular type of service (i.e., "reduction-in-force"). Any ESP who is removed or dismissed or whose hours are reduced as a result of a reduction-in-force shall be given written notice as set forth in the *School Code*.

Except as provided below, written notice will be given to the ESP by certified mail, return receipt requested, at least 30 days before the ESP is removed or dismissed, or his or her hours are reduced, together with a statement of honorable dismissal and the reason therefore if applicable. If an employee is removed or dismissed because the District is entering into a contract with a third party for non-instructional services upon the expiration of the collective bargaining agreement, said employee shall be given written notice at least 90 days before the third-party contract becomes effective. If an employee's hours are reduced as a result of an unforeseen reduction in the student population, then the employee shall be given written notice at least 5 days before the hours are reduced.

Should the Board determine to decrease the number of ESP's employed or to discontinue some particular type of educational support service ("reduction-in-force"), the Board shall dismiss first the ESP with the shorter length of continuing service in the District, within the respective category of position, provided the ESP with greater service is qualified to hold the position of the ESP with shorter service. If the employee to be "RIF'ed" has accrued seniority in multiple categories, the District shall offer to reassign him/her to another such category, provided the about to be RIF'ed employee is still qualified to perform the duties of the job in the category and is more senior than another employee in such category. If the about to be RIF'ed employee is eligible for reassignment to one or more positions or categories, the District shall only be obligated to offer reassignment to a single position or category, which reassignment shall be of the District's choosing.

6.5 ESP Seniority

Seniority shall be defined as the length of continuing service within the District. Any unpaid leave of absence in excess of ninety (90) calendar days shall not be counted in determining seniority, but shall not be deemed a break in continuing service.

In the event two or more employees began services within a category of position on the same date, then seniority shall be determined by reference to the following tie-breakers:

1. Total years of continuing service in the District;
2. Total years of service in the District whether or not continuing; and, if necessary
3. Drawing lots.

ESP's shall be ranked by their seniority within the following categories of position:

District Nurse
Cafeteria Manager
Head Custodian (High School)
Head Custodian (K-8)
Night Custodian
Cleaner Day/Night
Building Secretary
Secretary (Guidance/Athletic Dept.)
Bus Driver
Van Driver/Bus Maintenance
Teacher Aide (30 or more hours)
Teacher Aide (Less than 30 hours)
Technology Aide 1
Technology Aide 2 (hardware support)
Head Cook
Baker/Assistant Cook
Cook's Helper

Any ESP who has worked in more than one category of position shall retain seniority in all categories worked

Annually, by February 1st, a tentative seniority listing by category of position of all ESP's shall be prepared and posted in appropriate locations in the District. An ESP shall have ten (10) employment days from the date of posting of the tentative seniority list to file written objections with the Superintendent or designee to the information shown on the list, including the ESP's ranking or category. After the period for ESP objections has passed, the administration shall prepare and post a finalized seniority list. The failure of an ESP to make a specific, timely objection shall be deemed an acceptance of the seniority ranking and shall prohibit any subsequent challenges to rankings until the posting of a seniority list in the following school year.

6.6 ESP Recall Rights

If the Board has any vacancies in the District within the period prescribed by law, the positions thereby becoming available within a specific category of position shall be tendered to the ESP so removed or honorably dismissed from that category of position or from any other category of position, in reverse order of layoff, so far as he/she is qualified to hold such position. An ESP so recalled retains all accumulated seniority; however, the period during which the ESP was subject to recall shall not count toward seniority.

To be eligible for recall, the honorably dismissed ESP must provide the Board in writing, prior to the day of dismissal, with the address where such ESP may be reached. Further, it shall be the responsibility of the ESP subject to recall to inform the Board of any change of address and to otherwise provide the necessary means to be informed of recall offers. The

ESP must also notify the Board in writing, within fourteen (14) calendar days of mailing or within seven (7) calendar days of receipt of the offer, whichever shall first occur, of the acceptance of any vacant position offered to the ESP during the recall period. Failure to notify the Board of acceptance shall constitute rejection of the offer of employment. If an ESP rejects any offer of a vacant position he/she shall be deemed to have waived his/her recall rights and will no longer be eligible for any other vacant positions that become available within the recall time period.

ARTICLE VII

RETIREMENT

7.1 Teacher Retirement System Contribution

For the 2008-09 and 2009-10 school years, the Board will pay the teacher's contribution of 9.4% to the Illinois Teachers' Retirement System using an Add-on factor of 1.103753 on the total salary. to arrive at the teacher's computed salary upon which the total teacher's retirement contribution will be calculated. The teacher will pay the balance due on the retirement contribution. In addition, according to the authority granted by the Pension Reform Act of 1972, Section 414(h) of the Internal Revenue Act, the Board will agree that:

- a. The teacher retirement contribution paid by the Board will not be taxed currently as income to the teacher, and as such, will not be subject to the Federal Withholding Tax.
- b. The Association agrees to indemnify and hold harmless against any and all claims, suits, orders and judgments brought or issued against the Board, directly or indirectly, as a result of any action taken, or not taken, by the Board pursuant to the provisions of this Agreement concerning the tax sheltering of Teacher Retirement contributions.

7.2 Early Retirement Option

The Board agrees to allow teachers to participate in the Early Retirement Option established by State law. Participation will be limited to thirty percent (30%) of the eligible work force. Number of participants will be rounded to the nearest whole number. All teachers intending to participate in the Early Retirement Option must notify the District in writing by the preceding February 1st. To be eligible for the State Early Retirement Option, a teacher must be between the ages of 55 and 60 and have at least twenty (20) years, of creditable service.

7.3 Special Early Retirement Increment

If a tenured full-time employee provides a two year notice of his/her intent to retire from the District by submitting an irrevocable letter of resignation by at least the date of February 1 prior to his/her last two years of employment in the District, the tenured full-time employee will be granted a 6% salary increase for each of the last two years of TRS creditable service earnings but in no event shall an employee's increase in creditable service earnings increase greater than 6% from one year to the next.

If a tenured full-time employee provides a one year notice of his/her intent to retire from the District by submitting an irrevocable letter of resignation by at least the date of February 1 prior to his/her last year of employment in the District, the tenured full-time employee will be granted a 6% salary increase for the last year of TRS creditable service earnings but in no

event shall an employee's increase in creditable service earnings increase greater than 6% from one year to the next.

An employee who plans to retire at the end of the semester (mid-school year) and wishes to receive salary increases of 6% in his/her last full year and partial year of employment, shall provide written notice at least thirty-two (32) months prior to the effective date of the employee's retirement. An employee who plans to retire at the end of the semester (mid-school year) and wishes to receive a one time increase of 6% in the last partial year of employment, shall provide written notice at least sixteen (16) months prior to the effective date of the employee's retirement. Employees will be required to complete a semester. No mid-semester retirements will be allowed under this option.

- a. Persons receiving this increment must be eligible to receive retirement allowance from the Teachers' Retirement System of the State of Illinois at the conclusion of the retirement school year and be at least 55 years of age within the calendar year of retirement.
- b. So as to avoid duplication of expenditures by the Board, teachers who retire under the State Early Retirement Option are not eligible to receive the Special Increment.

7.4 Retirement Approval Procedures

When more than 30% of those eligible apply for the Early Retirement Option under Section 7.2 of this Agreement, the right to participate shall be granted to those teachers with the greatest total years of creditable service to the River Bend School District.

7.5 ESP Retirement

The Board will provide a retirement bonus to eligible support staff employees as outlined below:

- a. Eligibility
At least 20 years of completed service to the District as an ESP at the time the employee submits the notice. Employee must have an attained age and accumulated creditable service which combined qualify him/her for receipt of retirement pension benefits under the Illinois Municipal Retirement Fund immediately following his/her date of resignation from the District.
- b. Notice
Employee must submit an irrevocable notice of intent to retire to the Superintendent by February 1st of the year prior to the year of retirement.
- c. Benefit
In addition to any salary increase the employee may be eligible to receive, the Board shall increase the employee's regular hourly rate of pay by 3% during the employee's final year of employment.

d. ESP Retire Health Insurance

An ESP who was participating in the District's group health insurance coverage on the day immediately preceding his/her retirement from active service, with an attained age and accumulated creditable service which combined qualify him/her for immediate receipt of retirement pension benefits under the Illinois Municipal Retirement Fund, may, at his/her own expense, elect continued group health insurance coverage for him/herself and any eligible dependents who were also covered under the District's group health insurance plan on the day immediately preceding the ESP employee's retirement. The terms and conditions of such coverage shall be as defined in the policy of group health insurance issued by the District's insurance carrier. This retiree health insurance provision shall remain in effect only so long as the District is required to provide such continuation rights pursuant to Illinois law.

ARTICLE VIII

EMPLOYEE WORKING CONDITIONS

8.1 Extra Class Load/Internal Substituting

The Board will pay teachers twenty-two dollars and fifty cents (\$22.50) per block at the High School and seventeen dollars and fifty cents (\$17.50) at the K-8 buildings for extra class load and internal substituting. If a certified ESP is required to substitute for a teacher for a block/period, he/she shall receive the above internal substitution rate in lieu of his/her regular hourly rate. Class load is defined as no more than three (3) instructional blocks, one (1) preparation period, and one (1) advisory period per day. If an elementary teacher has to teach his/her class for Music, Art, Library, or P.E., this shall also be considered internal substitution and the elementary teacher shall be paid on a pro-rated basis.

8.2 Preparation Period

Administrative effort will be made to provide an average of one (1) continuous preparation period daily at the K-8 level. Efforts could include internal subs, rotating subs and schedule changes. At the 9-12 level, a \$450 per semester stipend shall be paid to full-time regular classroom teachers with more than two (2) separate daily instructional preparations in the 8 Block Schedule. Multiple sections of the same subject shall be considered one (1) preparation. All full time 9-12 level teachers shall receive one (1) preparation period per day. In the event the Board contemplates any reduction in the length of the preparation period (using the 2007-2008 preparation period as the baseline), the Board will first engage in mid-term bargaining with the Association.

8.3 Attendance at Workshops

Employees, with the prior approval of the building Principal or supervisor, will be allowed to take leave with pay for attendance at educational professional meetings, class visitation, workshops, and meetings of any educational organization in which an employee must perform the duties of a State Officer.

8.4 Sick Leave

Each employee will receive fifteen (15) days per year of Sick Leave, cumulative to three hundred sixty (360) days for teaching staff and two hundred sixty (260) days for ESP's. For an employee who works less than full-time, the values of said sick leave days shall be prorated according to the actual amount of time that employee works.

Sick Leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. Immediate family is defined as parents, spouses, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, sons- and daughters-in-law, and

legal guardians. For purposes of this Section, “birth” shall include not only the actual birth but also any period of disability of the mother or child due to birth. However, “birth” shall not be interpreted to include a non-disability child-rearing leave. For purposes of this Section, “adoption” and “placement for adoption” shall include only those activities reasonably related and appropriate to the process for adoption or placement for adoption, including parental bonding, court and travel time where necessary.

In the case of adoption, placement for adoption or birth for a normal delivery, the number of available sick leave days an employee may use shall not exceed six (6) weeks of sick leave days per occasion (e.g., the adoption of twins shall constitute one occasion) unless the employee submits medical documentation substantiating the need to use additional available sick leave. In the case of birth with a caesarian delivery, the number of available sick leave days an employee may use shall not exceed eight (8) weeks of sick leave days after the birth of the child unless the employee submits medical documentation substantiating the need to use additional available sick leave. An employee facing extenuating circumstances may ask the Board to use available paid sick leave days. The Board’s grant or denial of any request shall be considered non-precedential. Such leave may not be taken on an intermittent basis unless it is approved by the Board.

When serious illness is outside the immediate household, the employee shall notify the building Principal as soon as possible as to the nature of the illness. The Administration may ask for a physician's statement regarding the seriousness of the illness in cases that involve eligible family outside of the immediate household.

A pregnant employee may use Sick Leave during her pregnancy in compliance with Federal and State laws. Any other absence for a death or sickness may be requested and is subject to final approval of the Superintendent.

8.5 Sick Leave Bank

The Board agrees to establish a Sick Leave Bank in accordance with guidelines negotiated by the parties (see Appendix D). Employees who have exhausted their accumulated personal Sick Leave allowance may request withdrawals from the Bank. The Bank shall be administered by the Superintendent, the River Bend Education Association President, and a Board member. This committee shall have the responsibility of reviewing requests, verifying the validity of requests, determining approval or denial of the requests, and communicating its recommendations to the member. No employee needs to repay days borrowed from the common Bank.

8.6 Personal Leave

Each employee will be granted, without loss of pay, two (2) Personal Leave days per year, subject to the following provisions:

- a. Personal Leave days are used for personal business of a nature which cannot be conducted at a time not in conflict with an employee’s regular school day, or an

emergency over which the employee has no control and which requires immediate attention.

- b. Not over two (2) teachers may be gone from any one (1) building at the same time. The persons requesting Personal Leave will be on a first-come-first-served basis. Said Personal Leave may be taken in one-half day increments.
- c. The building Principal is given one (1) day's written notice on a Personal Leave request form supplied by District management. Emergency situations are exempt from prior written notice and the provisions contained in 8.5 b.
- d. Other provisions agreed upon pertaining to Personal or Sick Leave:
 - 1. Paternity leave, draft physical examination, and physicians' or dentists' appointment, etc., provided these matters cannot be dealt with during non-school hours, will be interpreted as Sick Leave.
 - 2. Legal matters are personal business.
 - 3. A teacher's absence from the building for short amounts of time during preparation periods is permitted when such business cannot be performed outside of school hours and only with the prior permission of the Principal.
 - 4. At the end of each work year, an employee's unused personal leave days shall convert to unused accumulated sick leave days.

8.7 Leaves of Absence

When it is determined to be in the best interest of River Bend Schools, a Leave of Absence ("Leave") may be granted to a tenured teacher or to an ESP member who works seven (7) or more hours per day and who has completed four years of service with the District by the Board upon the recommendation of the Superintendent. A Leave may be granted for professional growth and improvement, for childcare, for a physical disability, or for other reasons deemed appropriate by the Board. All Leaves will be subject to the following conditions and restrictions:

- a. Except for cases involving unforeseen physical disability (which will require a physician's report regarding need) no more than three (3) staff members will be permitted to be on Leave at any one time and no Leave shall be granted for more than one (1) year.
- b. A Leave will not be granted as an extension of another paid or unpaid Leave of Absence.
- c. Upon returning from Leave, a staff member will be assigned to a position for which he or she is legally qualified.

- d. Time spent on Leave will not be counted as service on the Reduction-in-Force Seniority List.
- e. Life and Medical Insurance coverage which shall remain in force in accordance with the terms of the employment contract. A leave will be unpaid except, if the employee was enrolled in the District's group health insurance and group life insurance for at least six (6) months immediately preceding the start of the Leave, the premium for such coverage shall be the responsibility of the Board for the first ninety (90) days of the leave. The employee may, after this 90-day period, either discontinue the coverage or pay the premium in full for the coverage desired. The premium will be payable on a monthly basis.
- f. If the Leave is also an FMLA qualifying leave, the Leave shall run concurrently with the FMLA leave.

8.8 Bereavement Leave

An employee may be granted, without loss of pay, two (2) bereavement days annually, cumulative to three (3) days (which may be taken in no less than half-day increments) for use in attending funerals or other memorial services for a member of the immediate or extended family or a close friend. Bereavement days shall follow the prerequisites of Sections 8.5(b) and (c) above under Personal Leave.

8.9 Jury Duty

All employees are guaranteed no loss of pay while serving on jury duty. Jury fees are to be returned to the Superintendent or designee for deposit to District funds. Upon an employee's receipt of a Summons for jury duty, the employee shall provide a copy of the Summons to the Superintendent or designee.

8.10 Other Leaves

The Superintendent may grant a day or days of unpaid leave (i.e., dock days) to an employee. Any such approved leave shall be handled as follows:

- a. 1/180th of the teacher's yearly salary shall be forfeited by the teacher for each day of approved absence. The extra-duty increment may be excluded from this calculation if the Administration determines that the absence did not interfere with the completion of the extra-duty assignment.
- b. An ESP shall be docked for the number of hours missed at his/her normal rate of pay.
- c. Adjustments associated with this section shall be processed by the District Office within ninety (90) days of the date of the leave and shall be reflected through adjustments in the affected employee's pay check(s).

8.11 Holidays

Each ESP shall be entitled to pay for the following legal holidays throughout the school year, based on the average number of regular hours the employee would have worked on such day had school/work been in session: The 4th of July, Labor Day, Columbus Day, Veteran's Day (only if the District elects to take a day off for Veteran's Day), Thanksgiving, the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, President's Day, Casimir Pulaski Day, Good Friday, the Monday after Easter Sunday, and Memorial Day. For example, an employee who works seven (7) hours per day, is entitled to seven (7) hours of pay for Thanksgiving.

The day before Christmas and the day before New Year's shall be considered paid holidays if they fall on a weekday. When Christmas and New Year's Day fall on a Saturday, all ESPs shall be granted the immediately preceding Friday off with pay unless school is in attendance that day. When Christmas and New Year's Day fall on a Sunday, all ESPs shall be granted the following Monday off with pay unless school is in attendance that day. When July 4th falls on a Saturday, those ESPs who work twelve (12) months per year shall be granted the immediately preceding Friday off with pay unless school is in attendance that day. When July 4th falls on a Sunday, those ESPs who work twelve (12) months per year shall be granted the following Monday off with pay unless school is in attendance that day.

In the event the District applies for and receives a waiver of observance of a holiday from the State for any holiday mentioned above as a paid holiday, the holiday shall no longer be considered a paid holiday as long as said waiver is in effect.

If a part-time employee does not normally work a portion of each day, or if the employee does not work the same number of hours each day of the week, their holiday pay will be figured on the average number of daily hours in a week.

When conditions require an Educational Support Personnel employee to work on a school holiday, he/she will be paid at his/her regular hourly rate of pay plus his/her holiday pay.

8.12 Vacations

a. Twelve-Month ESP's:

1. Twelve-month ESP's, who have completed twelve (12) months of continuous service within the District prior to June 30, are entitled to ten (10) vacation days per year for the first ten years of employment in the District effective July 1. For example, a twelve-month ESP hired on July 1, 2008, shall be entitled to ten (10) vacation days per year effective July 1, 2009.
2. In addition, the ESP may be advanced vacation time not yet earned upon the approval of his/her immediate supervisor and Building Principal. In such

instances where an ESP is granted use of unearned vacation time, that vacation time shall be deducted from the ESP's accrued vacation time effective the following July 1. For example, if an ESP hired on July 1, 2008, is granted and uses two (2) days of vacation time before July 1, 2009, that ESP shall have eight (8) remaining vacation days for the next fiscal year (July 1, 2009 – June 30, 2010).

3. Twelve-month ESP's who were hired on an effective date other than July 1, and, therefore, will not have completed twelve (12) months of continuous service within the District prior to June 30, shall have their vacation time prorated accordingly effective the following July 1. For example, a twelve-month ESP hired on September 1, 2008, shall be entitled to eight (8) vacation days on July 1, 2009. In addition, the ESP may be advanced vacation time not yet earned upon the approval of his/her immediate supervisor and Building Principal. In such instances where an ESP, who has not completed twelve (12) months of continuous service by June 30, is granted use of vacation time, that vacation time shall be deducted from the employee's accrued vacation time effective the immediately following July 1. For example, if a twelve-month ESP hired on September 1, 2008, is granted and uses two (2) days of vacation time before July 1, 2009, that ESP shall have six (6) remaining vacation days for the next fiscal year (July 1, 2009 – June 30, 2010).
4. For each year of employment in the District above ten (10) years, the twelve-month ESP shall receive one (1) additional day of vacation up to a maximum of twenty (20) vacation days. For example, a twelve-month ESP with fourteen (14) years of service in the District is entitled to fourteen (14) vacation days. Employment beginning before November 1st of the school year will constitute one year when counting the ten (10) years for vacation.

b. Other Eligible ESP's:

1. Those ESP's who are not twelve-month ESP's but who work a minimum of 600 hours per year and who have worked a complete school fiscal year prior to June 30, are entitled to five (5) vacation days per year for the first ten (10) years of employment in the District effective July 1. For example, such an ESP hired on July 1, 2008, shall be entitled to five (5) vacation days per year effective July 1, 2009.
2. In addition, the ESP may be advanced vacation time not yet earned upon the approval of his/her immediate supervisor and Building Principal. In such instances where an ESP is granted use of unearned vacation time, that vacation time shall be deducted from the ESP's accrued vacation time effective the following July 1. For example, if an ESP hired on July 1, 2008, is granted and uses two (2) days of vacation time before July 1, 2009, that ESP shall have three (3) remaining vacation days for the next fiscal year (July 1, 2009 – June 30, 2010).

3. For each year of employment in the District above ten (10) years, such an ESP shall receive an additional one-half (1/2) day of vacation up to a maximum of ten (10) vacation days. For example, such an ESP with fourteen (14) years of service in the District is entitled to seven (7) vacation days. Employment beginning before November 1st of the school year will constitute one year when counting the ten years for vacation.
4. Such ESP's who have not worked a complete fiscal school year prior to June 30, shall have their vacation time prorated accordingly effective the following July 1. For example, such an ESP hired on September 1, 2008, shall be entitled to four (4) vacation days on July 1, 2009. In addition, the ESP may be advanced vacation time not yet earned upon the approval of his/her immediate supervisor and Building Principal. In such instances where such an ESP, who has not worked a complete fiscal school year by June 30, is granted use of vacation time, that vacation time shall be deducted from the employee's accrued vacation time effective the immediately following July 1. For example, if such an ESP hired on September 1, 2008, is granted and uses two (2) days of vacation time before July 1, 2009, that employee shall have two (2) remaining vacation days for the next fiscal year (July 1, 2009 – June 30, 2010).
5. Vacation shall be taken at a time approved by the Building Principal or received as a monetary benefit with such an ESP's last pay check for the fiscal year.

c. All ESP's:

All vacation time must be approved by the administration. Vacation time accrued during a fiscal year must be utilized on or before August 1st, of the following fiscal year. Vacation time cannot be carried over from one year to the next. In case of a conflict on vacation days requested, priority will be determined by the immediate supervisor.

ARTICLE IX

EMPLOYEE COMPENSATION AND FRINGE BENEFITS

9.1 Compensation Schedules

- a. Copies of the Salary Schedule for the teachers for the term of this Agreement is attached as Appendix A. The Salary for ESP employees for the term of this Agreement is attached as Appendix B. The Extra-Duty Schedule is included as Appendix C.
- b. Teachers who began teaching in the District prior to July 1, 1993, have the option of being paid over a ten (10) month period or a twelve (12) month period. Both of these options shall begin in September of each school year and pay shall be received on the 12th and 26th of each month over either ten (10) months or twelve (12) months, depending on the teacher's pay election. Additionally, teachers who began teaching during the aforementioned time period shall have the option of receiving pay by direct deposit or by paycheck. Teachers who fail to make such an election shall be paid over a twelve (12) month period.
- c. Teachers who began teaching in the District on or after July 1, 1993, and prior to July 1, 2003, shall be paid over a twelve (12) month period beginning in September of each school year. Pay shall be received on the 12th and the 26th of each month and such employees shall have the option of receiving pay by direct deposit or by paycheck.
- d. Teachers who began teaching in the District on or after July 1, 2003, shall be paid over a twelve (12) month period beginning in September of each school year. Pay shall be received on the 12th and 26th of each month and shall be paid by direct deposit.
- e. ESP's who work fifty-two (52) weeks per year shall be paid over a twelve (12) month period beginning in July of each school year. Pay shall be received on the 12th and 26th of each month. Those ESP's who began working in the District prior to July 1, 2003, shall have the option of receiving pay by direct deposit or by paycheck. Those ESP's who began working in the District on or after July 1, 2003, shall receive pay by direct deposit.
- f. ESP's who work less than fifty-two (52) weeks per year shall receive their salary per hours worked in a given pay period at the next scheduled payroll (i.e., on the 12th and 26th of each month). Those ESP's who began working in the District prior to July 1, 2003, shall have the option of receiving pay by direct deposit or by paycheck. Those ESP's who began working in the District on or after July 1, 2003, shall receive pay by direct deposit.
- g. Should a payday fall on a weekend, holiday or school vacation day, employees will receive paychecks on the last work day prior to the regularly scheduled payday. Employees who are not working during the months of June, July and August, and who

are paid over a twelve (12) month period by paycheck shall have their paychecks mailed to their last known address.

9.2 Insurance Benefits

a. Joint Insurance Committee

There will be an Joint Insurance Committee, which shall include the Superintendent, one (1) Board member selected by the Board, one (1) administrator selected by the Superintendent, two (2) ESP's, and two (2) teachers. The Committee will meet four (4) times per school year, on an annual basis, and from time to time at the request of either party upon no less than ten (10) days notice. The Committee will discuss, and make a good faith effort to make recommendations designed to resolve problems, consider plan changes such as deductibles or benefit levels, and other issues regarding the insurance costs and benefit plans. The Committee's recommendations shall be advisory only. The Board may accept the recommendations of the Committee or may request that the Committee continue to examine the issue(s) and return with another recommendation. The Board and the RBEA retain their right to demand negotiations over mandatory subjects of bargaining regarding the topic of insurance.

b. Health Insurance

For full-time teachers and for ESP's who are scheduled to work at least seven (7) hours per day for their entire work year, the Board shall pay the following:

- 60% of the employee-spouse premium;
- 60% of the employee-children premium;
- 60% of the employee-family premium; and
- 100% of the individual employee premium

of the group medical insurance plan provided by the District. The individual teacher or eligible ESP has the option of choosing one of the aforementioned plans.

For part-time teachers and for ESP's working an average of four (4) or more hours per day and under seven (7) hours per day the District will pay the following:

- 50% per month for single premium
- 30% per month for family premium

of the group medical insurance plan provided by the District. The individual ESP has the option of choosing one of the aforementioned plans.

ESP's who qualify for group medical insurance coverage shall have the option to elect to receive the extra salary shown below instead of group medical insurance coverage:

- \$100/month in extra salary for ESP's working seven (7) hours or more each day; or
- \$50/month in extra salary for ESP's working an average of four (4) to seven (7) hours per day.

c. Deductibles

The Board and the Association further agree that the deductibles for the various health insurance options shall be as follows: employee only at \$500, employee-spouse at \$1,000, employee-children at no more than \$1,500, and employee-family at no more than \$1,500. The aforementioned deductibles are for the Blue Cross Blue Shield Medical Plan, for the life of this Agreement.

The Board will provide each employee with a complete description of the coverage and benefits of the current Health Plan. Any changes in coverage will be as the result of subsequent negotiated contractual agreements.

d. Life Insurance

For full-time teachers and for ESP's who are scheduled to work at least seven (7) hours per day for their entire work year, the Board shall pay 100% of a \$25,000 Group Term Life Insurance and Accidental Death & Dismemberment Policy.

For part-time teachers and for ESP's who work an average of over four (4) hours per day and less than seven (7) hours per day, the Board will pay 50% of the individual plan and the part-time teacher and ESP will pay 50% if the coverage is desired. No dependent coverage is offered at this time.

e. ESP Eligibility

ESP's will be eligible for both Health Insurance and Life Insurance coverage on the first day of the month after their employment begins. A change in job assignment or position that affects eligibility for benefits will be computed at the beginning of the next month. The change in assignment must be a permanent change and not subject to fluctuation. Those ESP's who may have flexible schedules (such as bus drivers) will have their eligibility for benefits computed on the average hours worked during the immediately preceding school term.

9.3 Mileage Reimbursement

Mileage reimbursement shall be at the current Internal Revenue Service (IRS) mileage rate.

9.4 Salary Adjustments

When an employee has earned the right to a higher salary bracket by reason of increased professional training, the transfer shall be made at the beginning of the next contractual year or the beginning of the second semester, whichever is closer. The employee involved must present a transcript, grade slip or other official document indicating the satisfactory completion of course work from a recognized institution by September 5th, to have the salary adjustment take effect on the September paycheck, and by February 5th to take effect on the February paycheck.

9.5 Military Service

Any certificated or non-certificated employee of the Board who is a member of any reserve component of the United States Armed Services, including the Illinois National Guard, and who is mobilized to active military duty on or after August 1, 1990, shall for each pay period beginning on or after August 1, 1990, continue to receive the same regular compensation that he/she receives or was receiving as an employee of the Board at the time he/she is or was so mobilized to active military duty, plus any health insurance and other benefits he/she is or was receiving or accruing at that time, minus the amount of his/her base pay for military service, for the duration of his/her active military service. Such active military duty shall not result in the loss or diminishment of any employment benefit, service credit, or status accrued at the time the duty commenced if the duty commenced on or after September 1, 2001.

In addition, the contractual continued service status of a teacher is not affected because of absence while in the military service of the United States.

9.6 Experience Credit

- a. Credit on the Salary Schedule at the rate of one (1) year for every two (2) years of previous full-time teaching experience will be given to teachers new to the District, with a maximum of ten (10) years' credit on the Schedule for twenty (20) or more years previous experience.
- b. The Board shall have the right to place teachers new to the District on the Salary Schedule up to two (2) steps above their "correct" placement on the vertical step. This provision is exempt from the terms of Section 9.6(a) above.
- c. A teacher who has been released from the River Bend District because of a reduction-in-force (RIF), and has had an interruption in his/her continuous years of service to the District, shall upon re-employment in the District be placed on the Salary Schedule at the last level as per 9.6(a) for qualified full-time teaching experience outside the District, in addition to one (1) year for every one (1) year served prior within the District. This section does not apply to any teacher who is returning to the District due to a resignation from the District.

9.7 Longevity Payments

Each employee will be compensated with a one-time bonus, payable on the last day of the school year in which he/she completes his/her fifteenth (15th), twentieth (20th), twenty-fifth (25th), and thirtieth (30th) continuous years of service at the following rates:

- | | | |
|----|------------------------|---------|
| a. | Completion of 15 years | \$ 500 |
| b. | Completion of 20 years | \$1,000 |

- c. Completion of 25 years \$1,500
- d. Completion of 30 years \$2,000

9.8 TRS Health Insurance (T.H.I.S.)

The Board shall pay the employee's TRS health insurance program (THIS) contribution of .84%.

ARTICLE X

GRIEVANCE PROCEDURE

10.1 Definitions

Any claim by an employee that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be termed a grievance.

All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.

10.2 Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

- a. The grievant shall present the grievance in writing within ten (10) days of the occurrence of the event giving rise to the grievance, specifying the Article and Clause of the Agreement alleged to have been violated and stating the remedy sought, to the supervisor immediately involved. The supervisor shall provide a written answer to the grievance of the aggrieved employee within ten (10) days after the receipt of the grievance.
- b. If the grievance is not resolved at Step 10.2.a, the aggrieved may refer the grievance to the Superintendent or his official designee within ten (10) days after the receipt of the Step 10.2.a answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of his receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response.
- c. If the Association is not satisfied with the disposition of the grievance at Step 10.2.b, the Association may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 10.2.b answer, 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 has not previously been disclosed to the other party.

2. 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 issues presented to him/her in writing by the Board and the Association, and his/her decision must be based only upon his /her interpretation of the meaning or application of the express relevant language of the Agreement.
 3. Each party shall bear the full costs for its representation in the grievance procedure.
 4. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two (2) transcripts shall be divided equally between the Board and the Association.
 5. Each party shall share equally the cost of the arbitrator and the AAA.
- d. If no written response is delivered within the time limits set, the grievance may be processed to the next step.

10.3 Miscellaneous Provisions

- a. Failure of an employee to act on any grievance within the prescribed time limits will bar any further appeal.
- b. Any investigation, handling, or processing of any grievance by the grievant shall be conducted so that instructional programs and related work activities of the grievant or the teaching staff are not interrupted.
- c. Step 10.2.a of the grievance procedure may be bypassed and the grievance brought directly to Step 10.2.b if mutually agreed upon by the employee and the Superintendent.
- d. Class grievances involving more than one (1) employee or more than one (1) supervisor and grievances involving an Administrator above the building level may be initially filed by the Association at Step 10.2.b.
- e. A grievance may be withdrawn at any level without establishing precedent.

10.4 No Reprisals

No reprisals shall be taken by the Board or Administration on any employee as a result of the employee's participation in a grievance.

10.5 Grievance Records

All records related to a grievance shall be filed in accordance with Article 5.2 of this Agreement.

ARTICLE XI

MISCELLANEOUS: EDUCATIONAL SUPPORT PERSONNEL

11.1 Physical Examinations and Drug & Alcohol Testing

All ESP's are responsible for the cost of their initial physical examination. Any subsequent physical examinations required by State law will be paid by the District, as per the usual and customary fees of the Fulton Family Health Clinic. Any amount over the usual fee of the Fulton Family Health Clinic will be the responsibility of the ESP. Tests for alcohol and drugs, as required by the State, will be paid by the District for employees who are required to submit to such tests by the State, as per the usual and customary fees of the Fulton Family Health Clinic; provided however, that the Board shall only pay for alcohol and drug tests in those instances where the results are negative. In instances where the results are positive, the ESP who was tested shall pay for the test.

11.2 ESP Overtime

ESPs who work over forty (40) hours in a workweek (Sunday through Saturday) shall be paid at the overtime rate of one and one-half (1½) times the employee's regular hourly rate of pay for those hours worked in excess of forty (40) hours. Legal school holidays, sick time, and personal time hours will be considered hours "worked." An employee must have prior approval from the Building Principal or Superintendent prior to performing any overtime work. With such prior approval, an employee who performs his/her regular duties on a Saturday or Sunday shall be paid at the overtime rate of one and one-half (1-1/2) times the employee's regular rate of pay. There shall be no pyramiding of overtime and holiday pay.

11.3 Time sheets

A time sheet is to be filled out by each ESP, signed by his/her Building Principal or Supervisor, and then turned in to the Payroll Officer at the District Office. Time sheets will be turned in at the end of the work day on the 12th & 26th of each month. Payment for the time turned in on the 12th of the month will be issued on the 26th of that month. Payment for the time turned in on the 26th of the month will be issued on the 12th of the following month.

11.4 Breaks and Lunch Time

a. Breaks

ESP's shall normally receive paid breaks as follows:

<u>Employees working</u>	<u>shall receive a</u>
2 - 3.5 hours per day	ten minute break
3.6 - 8 hours per day	fifteen minute break

Breaks shall be established by the immediate supervisor and shall not be divided into

smaller parts (*e.g.*, three five minute breaks). It is expressly understood by the Parties that, occasionally, unexpected circumstances including, but not limited to, extreme weather, security threats, student discipline issues, shortage of staff due to flu outbreak, etc. may prevent an employee from receiving a break.

b. Lunch

ESP employees who work at least five hours per day shall receive one thirty minute unpaid lunch period.

11.5 Field Trips/Extra Curricular Compensation – Bus Drivers

Bus Drivers shall receive pay for Extra Curricular or Field Trips at a rate of \$10.00 per hour. Drivers will receive pay for thirty (30) minutes for pre-trip inspection and fifteen (15) minutes for post trip inspection for all of these routes.

11.6 Building Checks

When assigned by his/her immediate supervisor to check their buildings on holidays, vacations, or weekends, the custodian will be paid for this time, and such pay shall be minimally for one (1) hour worked. The areas to be checked and the time allotted for each check will be established by the Building Principal.

11.7 Registration

All ESP's who work during registration will be compensated for any time worked at their normal rate of pay.

ARTICLE XII

EFFECT AND TERM OF AGREEMENT

12.1 Savings Provision

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections and Clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section or Clause.

12.2 Effect of Agreement

This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the School District and the Association and constitutes the entire agreement between the parties.

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

All prior charges, complaints, grievances, discharges or reprimands, known or unknown, before signing of this Agreement are not subject to this Agreement.

12.3 Ratification of Agreement

This Agreement will not be considered binding until such time as the Association has formally notified the Board in writing of official acceptance of this document by the membership and subsequent approval by formal Board of Education action at a public meeting.

12.4 Term of Agreement

This Agreement shall be effective retroactive to the 1st day of July, 2008 and shall continue in effect until the last day of June, 2010.

**FOR THE RIVER BEND
EDUCATION ASSOCIATION**

**FOR THE BOARD OF EDUCATION,
RIVER BEND COMMUNITY UNIT
DISTRICT NO. 2,
WHITESIDE COUNTY, ILLINOIS**

President

President

Secretary

Secretary

Date: _____

Date: _____

APPENDIX A-1

2008-2009 TEACHER SALARY SCHEDULE

(SEE SEPARATE ATTACHMENT)

APPENDIX A-2

2009-2010 TEACHER SALARY SCHEDULE

(SEE SEPARATE ATTACHMENT)

APPENDIX B

2008-2010 ESP SALARY SCHEDULE

The starting rate of pay for any newly hired employee shall be as shown below. However, nothing shall prevent the District from paying a newly hired employee who has previous experience more than the starting rate of pay.

<u>Title</u>	<u>08-09</u>	<u>09-10</u>
District Nurse	\$15.00	\$15.25
Cafeteria Manager	\$11.00	\$11.25
Head Custodian (High School)	\$12.50	\$12.75
Head Custodian (K-8)	\$11.50	\$11.75
Night Custodian	\$10.50	\$10.75
Cleaner Day/Night	\$8.75/\$10.00	\$9.00/\$10.25
Building Secretary	\$10.50	\$10.75
Secretary (Guidance/Athletic Department)	\$10.00	\$10.25
Bus Driver	\$11.00	\$11.25
Van Driver/Bus Maintenance	\$9.50	\$9.75
Teacher Aide (30+ hours)	\$9.50	\$9.75
Teacher Aide (Less than 30 hours)	\$9.00	\$9.25
Technology Aide 1	\$9.50	\$9.75
Technology Aide 2 (Hardware Support)	\$9.00	\$9.25
Head Cook	\$10.00	\$10.25
Baker/Assistant Cook	\$9.00	\$9.25
Cook's Helper	\$8.25	\$8.50

For the 2008-2009 school term, employees who were hired by the District on or before the date this Agreement is executed by both parties will receive the starting rate of pay for their job title, or an

increase of 5.5% over their existing hourly rate of pay, whichever is greater. For example, if a bus driver was earning \$10.00 per hour before the Agreement was executed, his/her new rate of pay will be \$11.00 per hour. If a bus driver was earning \$10.75 per hour before this Agreement was executed, his/her new rate of pay will be \$11.34 per hour.

Additionally, teacher aides who have completed at least five years of service with the District by the end of the 2007-2008 school term will receive an extra four cents per hour for each year of completed service after the fifth year up to a maximum of forty cents. This service adjustment will be added to the hourly rate after the initial increase in wages is calculated.

For the 2009-2010 school term, employees hired before July 1, 2009, will receive an increase of 4% over their existing hourly rate of pay.

APPENDIX C

EXTRA-CURRICULAR STIPENDS

1. Those employees that will experience a loss in pay due to movement on the new salary schedule will be frozen at their higher level until such time as the new schedule catches up.

ADDENDUM

Whenever extra-curricular positions/stipends need to be added to, adjusted, or deleted from the contract a representative of the Board, RBEA, administration, and other appropriate people will meet to discuss and formalize any proposed contract changes.

2. Pay on the new Schedule is calculated on the Base Salary and is subject to movement only in relation to movement up or down of the base.
3. Percentage and levels are as follows:

I = 20%
II = 14%
IIa = 12%
III = 10%
IV = 8%
V = 7%
VI = 6%
VII = 5%
VIII = 3%
IX = 2.5%
X = 2%
XI = 1.5%

4. Longevity pertaining to extra duty assignments. For every five-year increment in the same assignment, the teacher will receive an increase of 1% in the stipend amount, limited to 5% increase. This is retroactive.

(Stipends are a percentage of the base salary)

LEVEL I -- 20%

ATHLETIC DIRECTOR
VARSITY BASKETBALL (B)
VARSITY BASKETBALL (G)
VARSITY FOOTBALL
VARSITY WRESTLING

LEVEL II -- 14%

VARSITY TRACK (Eliminated after Faulkner)
VARSITY VOLLEYBALL
MIDDLE SCHOOL ATHLETIC DIRECTOR

LEVEL IIa - 12%

VARSITY BOYS TRACK
VARSITY GIRLS TRACK
VARSITY BASEBALL
VARSITY SOFTBALL

LEVEL III -- 10%

HIGH SCHOOL GOLF
ASSISTANT FOOTBALL (LEVEL I)
ASSISTANT FOOTBALL (LEVEL I)
ASSISTANT BASKETBALL (B)
ASSISTANT BASKETBALL (G)
ASSISTANT WRESTLING
PLAY DIRECTOR

LEVEL IV -- 8%

ASSISTANT FOOTBALL (LEVEL II)
FRESHMEN FOOTBALL
FRESHMEN BASKETBALL (B)
FRESHMAN BASKETBALL (G)
DIRECTOR OF BANDS
SPEECH TEAM (HS)

LEVEL V -- 7%

DIRECTOR OF CHORUS
ASSISTANT VOLLEYBALL

APPENDIX D

SICK LEAVE BANK GUIDELINES

1. Each first year teacher is automatically an eligible participant of the Sick Leave Bank for the first year of employment. Non-tenured full and part-time teachers may withdraw a maximum of ten (10) days per year from the Bank. Tenured teachers may withdraw an additional ten (10) days per year of service with the District to a maximum of sixty (60) approved days per year.
2. Resignation or dismissal from the School District shall terminate Sick Leave Bank eligibility. A resigned or terminated teacher shall not be entitled to claim days from the Sick Leave Bank, nor shall such resigned or terminated teacher be eligible for any benefits after the effective date of resignation or termination. A teacher honorably dismissed because of a reduction in force shall be reinstated with all former privileges and rights, upon being recalled.
3. A Teacher who is on an authorized, unpaid leave from the District shall be an inactive participant in good standing who will not be eligible to withdraw days or benefits from the Sick Leave Bank.
4. Authorized withdrawal by teachers from the Sick Leave Bank must be accompanied by:
 - a) A written application for benefits which shall have reasonable documentation, as may be required, evidencing a legitimate need for Sick Leave Bank days.
 - b) The exhaustion of available personal accumulated sick leave.
5. Sick Leave Bank benefits are limited to personal illness of the teacher which constitutes a catastrophic illness or disability as defined by the administrators of the Bank.
6. A teacher must have returned to active service for thirty (30) workdays after using days withdrawn from the Sick Leave Bank before he/she is eligible to make a subsequent withdrawal from the Sick Leave Bank.
7. Any teacher who is receiving disability benefits from the Teachers' Retirement System, or who is absent for illness due to a work-related injury (which is compensable under the Illinois Workers Compensation Act), is not eligible for Sick Leave Bank benefits.
8. The Association agrees with respect to the operation of the Sick Leave Bank that it will hold harmless and defend the Board, its members, employees and/or agents, as regards any action, complaint or suit of any type, provided only that the Board shall fulfill its responsibilities as set forth above. In the event any action, complaint or suit of any type in any form shall be brought against the Board, its members, employees and/or agents, the Board shall retain the exclusive right to select counsel to defend such action, complaint or suit.

APPENDIX E

TEACHER CERTIFICATION PROCESS

The District will follow the requirements of the law in working with the RBEA to develop a teacher recertification process.

2008-2009 Salary Schedule

APPENDIX "B"
(4.0 X. 4.0 INDEX)

\$27,408.00

YEAR	BS	BS+8	BS+16	BS+24	BS+32	MS	MS+8	MS+16
0	\$27,408.00	\$28,504.00	\$29,601.00	\$30,697.00	\$31,793.00	\$32,890.00	\$33,986.00	\$35,082.00
(W/9.4 TRS)	\$30,251.66	\$31,461.38	\$32,672.19	\$33,881.91	\$35,091.62	\$36,302.44	\$37,512.15	\$38,721.86
1	\$28,504.00	\$29,601.00	\$30,697.00	\$31,793.00	\$32,890.00	\$33,986.00	\$35,082.00	\$36,179.00
(W/TRS)	\$31,461.38	\$32,672.19	\$33,881.91	\$35,091.62	\$36,302.44	\$37,512.15	\$38,721.86	\$39,932.68
2	\$29,601.00	\$30,697.00	\$31,793.00	\$32,890.00	\$33,986.00	\$35,082.00	\$36,179.00	\$37,275.00
(W/TRS)	\$32,672.19	\$33,881.91	\$35,091.62	\$36,302.44	\$37,512.15	\$38,721.86	\$39,932.68	\$41,142.39
3	\$30,697.00	\$31,793.00	\$32,890.00	\$33,986.00	\$35,082.00	\$36,179.00	\$37,275.00	\$38,371.00
(W/TRS)	\$33,881.91	\$35,091.62	\$36,302.44	\$37,512.15	\$38,721.86	\$39,932.68	\$41,142.39	\$42,352.11
4	\$31,793.00	\$32,890.00	\$33,986.00	\$35,082.00	\$36,179.00	\$37,275.00	\$38,371.00	\$39,468.00
(W/TRS)	\$35,091.62	\$36,302.44	\$37,512.15	\$38,721.86	\$39,932.68	\$41,142.39	\$42,352.11	\$43,562.92
5	\$32,890.00	\$33,986.00	\$35,082.00	\$36,179.00	\$37,275.00	\$38,371.00	\$39,468.00	\$40,564.00
(W/TRS)	\$36,302.44	\$37,512.15	\$38,721.86	\$39,932.68	\$41,142.39	\$42,352.11	\$43,562.92	\$44,772.64
6	\$33,986.00	\$35,082.00	\$36,179.00	\$37,275.00	\$38,371.00	\$39,468.00	\$40,564.00	\$41,660.00
(W/TRS)	\$37,512.15	\$38,721.86	\$39,932.68	\$41,142.39	\$42,352.11	\$43,562.92	\$44,772.64	\$45,982.35
7	\$35,082.00	\$36,179.00	\$37,275.00	\$38,371.00	\$39,468.00	\$40,564.00	\$41,660.00	\$42,756.00
(W/TRS)	\$38,721.86	\$39,932.68	\$41,142.39	\$42,352.11	\$43,562.92	\$44,772.64	\$45,982.35	\$47,192.06
8	\$36,179.00	\$37,275.00	\$38,371.00	\$39,468.00	\$40,564.00	\$41,660.00	\$42,756.00	\$43,853.00
(W/TRS)	\$39,932.68	\$41,142.39	\$42,352.11	\$43,562.92	\$44,772.64	\$45,982.35	\$47,192.06	\$48,402.88
9	\$37,275.00	\$38,371.00	\$39,468.00	\$40,564.00	\$41,660.00	\$42,756.00	\$43,853.00	\$44,949.00
(W/TRS)	\$41,142.39	\$42,352.11	\$43,562.92	\$44,772.64	\$45,982.35	\$47,192.06	\$48,402.88	\$49,612.59
10	\$38,371.00	\$39,468.00	\$40,564.00	\$41,660.00	\$42,756.00	\$43,853.00	\$44,949.00	\$46,045.00
(W/TRS)	\$42,352.11	\$43,562.92	\$44,772.64	\$45,982.35	\$47,192.06	\$48,402.88	\$49,612.59	\$50,822.31
11	\$39,468.00	\$40,564.00	\$41,660.00	\$42,756.00	\$43,853.00	\$44,949.00	\$46,045.00	\$47,142.00
(W/TRS)	\$43,562.92	\$44,772.64	\$45,982.35	\$47,192.06	\$48,402.88	\$49,612.59	\$50,822.31	\$52,033.12
12	\$40,564.00	\$41,660.00	\$42,756.00	\$43,853.00	\$44,949.00	\$46,045.00	\$47,142.00	\$48,238.00
(W/TRS)	\$44,772.64	\$45,982.35	\$47,192.06	\$48,402.88	\$49,612.59	\$50,822.31	\$52,033.12	\$53,242.84
13		\$42,756.00	\$43,853.00	\$44,949.00	\$46,045.00	\$47,142.00	\$48,238.00	\$49,334.00
(W/TRS)		\$47,192.06	\$48,402.88	\$49,612.59	\$50,822.31	\$52,033.12	\$53,242.84	\$54,452.55
14			\$44,949.00	\$46,045.00	\$47,142.00	\$48,238.00	\$49,334.00	\$50,431.00
(W/TRS)			\$49,612.59	\$50,822.31	\$52,033.12	\$53,242.84	\$54,452.55	\$55,663.37
15				\$47,142.00	\$48,238.00	\$49,334.00	\$50,431.00	\$51,527.00
(W/TRS)				\$52,033.12	\$53,242.84	\$54,452.55	\$55,663.37	\$56,873.08
16					\$49,334.00	\$50,431.00	\$51,527.00	\$52,623.00
(W/TRS)					\$54,452.55	\$55,663.37	\$56,873.08	\$58,082.79

2009-2010 Salary Schedule

APPENDIX "B"
(4.0 X. 4.0 INDEX)

\$28,367.00

YEAR	BS	BS+8	BS+16	BS+24	BS+32	MS	MS+8	MS+16
0	\$28,367.00	\$29,502.00	\$30,636.00	\$31,771.00	\$32,906.00	\$34,040.00	\$35,175.00	\$36,310.00
(W/9.4 TRS)	\$31,310.16	\$32,562.92	\$33,814.58	\$35,067.34	\$36,320.10	\$37,571.75	\$38,824.51	\$40,077.27
1	\$29,502.00	\$30,636.00	\$31,771.00	\$32,906.00	\$34,040.00	\$35,175.00	\$36,310.00	\$37,444.00
(W/TRS)	\$32,562.92	\$33,814.58	\$35,067.34	\$36,320.10	\$37,571.75	\$38,824.51	\$40,077.27	\$41,328.93
2	\$30,636.00	\$31,771.00	\$32,906.00	\$34,040.00	\$35,175.00	\$36,310.00	\$37,444.00	\$38,579.00
(W/TRS)	\$33,814.58	\$35,067.34	\$36,320.10	\$37,571.75	\$38,824.51	\$40,077.27	\$41,328.93	\$42,581.69
3	\$31,771.00	\$32,906.00	\$34,040.00	\$35,175.00	\$36,310.00	\$37,444.00	\$38,579.00	\$39,714.00
(W/TRS)	\$35,067.34	\$36,320.10	\$37,571.75	\$38,824.51	\$40,077.27	\$41,328.93	\$42,581.69	\$43,834.45
4	\$32,906.00	\$34,040.00	\$35,175.00	\$36,310.00	\$37,444.00	\$38,579.00	\$39,714.00	\$40,848.00
(W/TRS)	\$36,320.10	\$37,571.75	\$38,824.51	\$40,077.27	\$41,328.93	\$42,581.69	\$43,834.45	\$45,086.10
5	\$34,040.00	\$35,175.00	\$36,310.00	\$37,444.00	\$38,579.00	\$39,714.00	\$40,848.00	\$41,983.00
(W/TRS)	\$37,571.75	\$38,824.51	\$40,077.27	\$41,328.93	\$42,581.69	\$43,834.45	\$45,086.10	\$46,338.86
6	\$35,175.00	\$36,310.00	\$37,444.00	\$38,579.00	\$39,714.00	\$40,848.00	\$41,983.00	\$43,118.00
(W/TRS)	\$38,824.51	\$40,077.27	\$41,328.93	\$42,581.69	\$43,834.45	\$45,086.10	\$46,338.86	\$47,591.62
7	\$36,310.00	\$37,444.00	\$38,579.00	\$39,714.00	\$40,848.00	\$41,983.00	\$43,118.00	\$44,253.00
(W/TRS)	\$40,077.27	\$41,328.93	\$42,581.69	\$43,834.45	\$45,086.10	\$46,338.86	\$47,591.62	\$48,844.38
8	\$37,444.00	\$38,579.00	\$39,714.00	\$40,848.00	\$41,983.00	\$43,118.00	\$44,253.00	\$45,387.00
(W/TRS)	\$41,328.93	\$42,581.69	\$43,834.45	\$45,086.10	\$46,338.86	\$47,591.62	\$48,844.38	\$50,096.04
9	\$38,579.00	\$39,714.00	\$40,848.00	\$41,983.00	\$43,118.00	\$44,253.00	\$45,387.00	\$46,522.00
(W/TRS)	\$42,581.69	\$43,834.45	\$45,086.10	\$46,338.86	\$47,591.62	\$48,844.38	\$50,096.04	\$51,348.80
10	\$39,714.00	\$40,848.00	\$41,983.00	\$43,118.00	\$44,253.00	\$45,387.00	\$46,522.00	\$47,657.00
(W/TRS)	\$43,834.45	\$45,086.10	\$46,338.86	\$47,591.62	\$48,844.38	\$50,096.04	\$51,348.80	\$52,601.56
11	\$40,848.00	\$41,983.00	\$43,118.00	\$44,253.00	\$45,387.00	\$46,522.00	\$47,657.00	\$48,791.00
(W/TRS)	\$45,086.10	\$46,338.86	\$47,591.62	\$48,844.38	\$50,096.04	\$51,348.80	\$52,601.56	\$53,853.21
12	\$41,983.00	\$43,118.00	\$44,253.00	\$45,387.00	\$46,522.00	\$47,657.00	\$48,791.00	\$49,926.00
(W/TRS)	\$46,338.86	\$47,591.62	\$48,844.38	\$50,096.04	\$51,348.80	\$52,601.56	\$53,853.21	\$55,105.97
13		\$44,253.00	\$45,387.00	\$46,522.00	\$47,657.00	\$48,791.00	\$49,926.00	\$51,061.00
(W/TRS)		\$48,844.38	\$50,096.04	\$51,348.80	\$52,601.56	\$53,853.21	\$55,105.97	\$56,358.73
14			\$46,522.00	\$47,657.00	\$48,791.00	\$49,926.00	\$51,061.00	\$52,195.00
(W/TRS)			\$51,348.80	\$52,601.56	\$53,853.21	\$55,105.97	\$56,358.73	\$57,610.39
15				\$48,791.00	\$49,926.00	\$51,061.00	\$52,195.00	\$53,330.00
(W/TRS)				\$53,853.21	\$55,105.97	\$56,358.73	\$57,610.39	\$58,863.15
16					\$51,061.00	\$52,195.00	\$53,330.00	\$54,465.00
(W/TRS)					\$56,358.73	\$57,610.39	\$58,863.15	\$60,115.91
17						\$53,330.00	\$54,465.00	\$55,599.00
(W/TRS)						\$58,863.15	\$60,115.91	\$61,367.56