

# Orangeville CUSD # 203

## Master Contract

Collective Bargaining Agreement

For 2016-2017 2017-2018 2018-2019



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**ARTICLE I**  
**RECOGNITION**

A. Recognition

The Board of Education of Orangeville Community Unit School District #203, hereinafter referred to as the "Board," recognizes the Orangeville Education Association, affiliated with the Illinois Education Association and the National Education Association, hereinafter referred to as the "Association," as the exclusive representative of all full time certified/licensed personnel employed by the Board for the purpose of negotiations with the exception of administrators, which includes the Superintendent, the building principals, administrative assistants and other classifications as may be designated by the Board pursuant to and in compliance with the Illinois Education Labor Relations Act. Public Act 83-1014.

B. Recognition, Jurisdiction and Scope

1. For the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment, the Board recognizes the Association as the sole and exclusive representative for all full-time certified/licensed teachers of School District #203. Non full time certified/licensed staff would have set contract parameters to be bargained if their petition is granted by the State to be included in the contract.

2. Other than for the purpose of retirements the Board agrees not to negotiate with any other employees' organization with regard to items contained in this Agreement unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement. It is understood and agreed, however, that the Board, Administration, individual employees or group of employees in the District retain their right to discuss problems relating to educational matters which are beyond the scope of salaries and terms covered by this Agreement.

C. Conformity to Law

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction or in the event the Congress or Legislature enacts a law in conflict with any article, section, or clause of this Agreement, 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, but the remaining articles, sections, or clauses shall remain in full force and effect for the duration of the agreement, of not affected by the deleted article, section or clause.

## D. Definitions

### 1. Employee

The term “employee: or “bargaining unit member” when used hereinafter in the agreement shall refer to all employees represented by the Association.

### 2. Days

The term “days” when used in this agreement, shall, accept where otherwise indicated, mean business days.

### 3. Superintendent

The title Superintendent shall indicate the Superintendent of Schools or his/her designee.

### 4. Employer

The term employer, or Board, or Board of Education shall indicate the Board of Education.

### 5. Association

The term Association or Union shall indicate the sole and exclusive bargaining representative.

## ARTICLE II

### BOARD/ADMINISTRATION RIGHTS, TEACHER AND ASSOCIATION RIGHTS

#### A. Board of Education

It is recognized that the legal responsibility for education is vested in the local Board of Education, and that this responsibility of final decision-making cannot be delegated. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the statutes and Constitution of the State of Illinois and of the United States, provided that such rights and responsibilities shall be exercised in conformity with the provisions of the Agreement. All powers, rights, authority and responsibilities not included in this Agreement are exclusively reserved for the Board.

#### B. Superintendent Rights

Each teacher shall be under the direction of the Superintendent and immediately responsible to the building principal for carrying out the policies of the Board of Education as they relate to the school system, to the attendance center, to the classroom and to the immediate contact with students and parents.

#### C. Professional Teaching Personnel

Teachers have the right to join, or not to join any organization for their professional or economic improvement.

#### D. Association Meetings

The Board agrees that the Association shall have the right to use school buildings for meetings after duty hours, subject to advance approval of the School Principal. The Association may use the schools' employee mailboxes for negotiation communications to bargaining unit members, subject to advanced approval of the School Principal.

The Association may have access to bulletin board space in the teachers' workroom. Such use shall not interfere with or interrupt normal school operations or conflict with previously scheduled activities as determined by the building principal.

When special custodial service is required, the Board may charge the Association for this service.

**ARTICLE III**  
**NEGOTIATION PROCEDURES**

A. Committee Membership

Representatives of the joint negotiations committee shall be designated by the Board and the Association, respectively. Each party shall appoint one spokesperson. The maximum size of team's membership shall be four (4).

B. Meetings

Negotiation meetings between the participating parties will be called upon by written request of either party. A request shall contain the reason or reasons for the meeting. A mutually agreeable meeting date will be set within a reasonable time after the written request. Formal negotiations shall commence no later than March 1, 2019 for the entire contract. Meetings to be held when necessary at times and places to be agreed upon by both parties.

C. Communications

Requests to the Superintendent shall be made to him; requests to the Board shall be made to the Board President and the Superintendent, and requests to the Association shall be made to their President.

D. Information

The Administration will furnish, upon written request, copies of the available tentative budget, the School District's last available annual financial report, copies of existing Board policies affecting professional personnel, board agendas, board minutes, and other relevant available information upon completion. A current copy of the Board policy shall be available in each building. Nothing herein shall require the administrative staff to research and assemble information. Available shall be defined as documents which are available to the public. The Association will furnish copies of pertinent information as reasonably requested by the Superintendent or the Board.

E. Good Faith Effort

"Good Faith Effort" is defined as the mutual responsibility of the Board and the Association to deal with each other openly and fairly and to sincerely endeavor to reach agreement on items being negotiated. It does not imply that either party will agree with, or accept, the other party's proposals, or be compelled to reach agreement on specific topics. Should mediation be necessary, both parties agree to attempt to use the services of Federal Mediation and Conciliation Services (FMCS) for mediation purposes, and, if not available, will use state appointed mediators.

F. Tentative Agreement

When the Association and the Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing, and shall be submitted to the membership of the Association for ratification and to the Board for official approval within seven (7) calendar days. The Association must notify the Board of the results of the ratification vote within twenty-four (24) hours of said vote. If the Association membership ratifies the tentative agreement, the Board must meet within seven (7) days for ratification. Upon ratification of the agreement, sufficient copies will be printed for distribution to all teachers included in the bargaining unit, the administration and the Board. The cost of the printing shall be shared equally between the Board and the Association.

G. Request for Assistance

All participants have the right to utilize the services of professional consultants in the deliberations. Each side must be given at least twenty-one (21) days notice of this assistance in writing.

H. Contract Addition or Change

This agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplemental agreement shall be reduced to writing signed by the parties and submitted to the Board and Association for approval.

**ARTICLE IV**  
**INDIVIDUAL GRIEVANCE PROCEDURE**

A. Definitions

1. Grievance

Any claim by a teacher that there has been an alleged violation, misinterpretation, or misapplication of the terms of this agreement.

2. Days

All time limits shall consist of school days, except that when an alleged grievance is submitted fewer than ten (10) days before the close of the school year, time limits shall consist of business days. "Business days" means the days the Superintendent's office is open during the summer vacation period.

B. Right to Representation

An Association representative may be present if requested by the aggrieved at any meeting, hearing, appeal or other proceeding relating to a grievance which has formally presented beyond step one. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association.

C. Procedure

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

1. Initiation

An alleged grievance must be filed in writing within seven (7) days of the occurrence of the event which initiated the grievance. Failure to file within the time limits prescribed herein constitutes a waiver of the right to file for that particular occurrence and subject matter for that current school year.

The written grievance shall state the clause or clauses of the contract allegedly violated and the proposed remedy requested on forms prepared by the administration. A grievance form is attached as an appendix to the contract.

2. Step One

The teacher shall present the alleged grievance in writing to the supervisor immediately involved and will arrange for a meeting to take place within ten

(10) days after receipt of the grievance. The supervisor shall provide the aggrieved teacher with a written answer to the grievance within ten (10) days after the meeting.

3. Step Two

If the alleged grievance is not resolved in step one, then the aggrieved may appeal the grievance to the Superintendent of his/her official designee within five (5) days after receipt of the step one answer. The Superintendent or his/her official designee shall arrange for a meeting with the aggrieved to take place within ten (10) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have ten (10) days in which to provide written decision to the grievant.

4. Step Three

If the alleged grievance is not resolved at step two, the grievant and the Association jointly may submit in writing the grievance to binding arbitration within five (5) days of the step two response. The American Arbitration Association shall be requested to submit a list of seven (7) arbitrators from which the parties shall select an arbitrator by striking the list, with the Association having the first opportunity to eliminate a name.

- a. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.
- b. If either party requests a transcript of the proceedings, that party shall bear full costs for the transcript. If both parties order a transcript, the cost of two (2) transcripts shall be divided equally between the parties. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the parties.
- c. The arbitrator shall have no power to nullify, alter, amend and/or add to the terms of this agreement. The arbitrator's authority shall be strictly and narrowly limited to deciding only the grievance filed at the step one level. The arbitrator's decision must be based solely and only upon an interpretation of the meaning or application of the express relevant language of this Agreement. The arbitrator shall have no authority to interfere with exclusive Board and/or administrative rights as covered in Article II, Sections A and B. The arbitrator shall issue a ruling within thirty (30) days of submission unless additional time is granted by the Board.

- d. Either party may make public the findings and the recommendations of the arbitrator.

#### D. Other Conditions

1. Bypass to Superintendent

If the grievant and the Superintendent agree, step one of the grievance procedure may be bypassed and the grievance brought directly to Step Two.

2. Class Grievance

Class grievance involving one or more teachers or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the grievant at Step Two.

3. Grievant and Association Cooperation

The grievant and Association shall not interrupt the instructional and regular duties of the teachers within the District in the investigation of any alleged grievance.

4. Timeliness by the Grievant

Failure of any grievant to act on a grievance within the prescribed time limits will act as a bar to any further appeal.

5. Extension of Time Limits

An extension of time limits will be granted to the administration or Board upon notifying the grievant in writing to such an extension. A one-time extension, not to exceed ten (10) days, will be granted, if requested, by the administration upon notifying the grievant in writing to such an extension.

6. Hearing at Step Three

All such hearings shall be on non-school time such as evenings and/or Saturdays.

7. Exclusion of Remedies

In the event a member of the bargaining unit commences a proceeding in any state or federal court or administrative agency against the Board of Education and/or Administration, such remedy shall be exclusive and the said member shall be barred from invoking any remedy by this grievance

procedure arising out of the same facts or circumstances as those giving rise to other proceedings.

## **ARTICLE V**

### **STRIKES**

During the term of this agreement and any mutually agreed upon extension thereof, no employee covered by neither the Agreement, nor the Association, or any person acting on behalf of the Association shall engage in, authorize, assist or instigate a strike, or recognize any picket line on the School District's premises. Violation of the Article shall be grounds for dismissal.

**ARTICLE VI**  
**WORKING CONDITIONS**

A. Assignments

The Board will normally inform teachers of their tentative classroom, extra-curricular, and committee assignments for the following school year by June 1. Should changes in assignments be necessary after June 1, the teacher will be notified in writing as promptly as circumstances permit in order that the teacher may prepare for such assignments. All teachers employed by the Board for all teaching assignments shall have and maintain the qualifications as established by State law and related regulations.

No junior high or high school teacher shall have more than five (5) class preparations per day unless agreed upon in writing by the staff member involved and the building administrator. Each extra class preparation above five (5) will result in additional payment of 1/7<sup>th</sup> of the base per year. No teacher's class load shall exceed seven (7) classes unless agreed upon in writing by the staff member involved and the building administrator. The teacher has the right to waive the stipends for each additional preparation and/or independent study.

Employees will be notified in writing of their extra-curricular assignments by May 1 of each school year or as soon as practical as determined by the Board.

Employees shall have the right to meet with the Superintendent regarding changes in those assignments after having discussed the same with the principal.

B. Workday

The regular school day for certified/licensed employees covered by this Agreement shall include a duty-free lunch period as provided by the Illinois law. The workday shall remain a prerogative of the Board, with a tentative time schedule being announced on or before June 1 of each year covering the subsequent school year. Teachers may remain in the building or leave during the lunch period in accordance with building regulations issued by the principal. Attendance at all faculty meetings that extend beyond the school day is mandatory.

Teachers have a professional responsibility to use their time for the purposes directed by the Administration. Teachers shall be in their classrooms 15 minutes (or as designated by building principals) prior to the beginning of school and are expected to be with their class during all assigned class periods. Teachers shall request approval from their respective principals prior to leaving the building

during the work day. Occasional divergence from the above may be granted by the principal.

Should the District decide to implement an administration requested licensed/certified staff restricted environment supervision either before/after normal workday hours or on a Saturday, the licensed/certified staff supervisor will receive .35 cents per minute of supervision time.

It is expressly agreed and understood that all teachers within the District will receive equitable preparation time granted within a two (2) week period.

Should the district decide to adopt the modified block/block schedule, all staff affected **must** have class preparation time in their schedule. A schedule must be agreed by  $\frac{3}{4}$  majority of the affected OEA members prior to April 1<sup>st</sup> for the following fall term. In the event a schedule cannot be agreed to by April 1<sup>st</sup>, modified block/block scheduling will not be implemented.

### C. School Calendar

The Association will be given the opportunity to make a recommendation on the annual school calendar prior to its adoption for the subsequent year. The recommendation shall be given to the Superintendent for review with the Board. The final decision shall remain with the Board.

The school calendar consists of a minimum term of at least 185 days under Section 18-8.05 of the school code. In addition to the minimum term required by Section 18-8.05 of the school code, Certified Staff members are required to attend 5 Certified/Licensed Staff/Non Student Attendance Days. In the event the minimum term is increased by the school code, any or all of the 5 Certified/Licensed Staff Attendance Days will be changed to Pupil Attendance Days at the prerogative of the Board. These days will be exchanged on a day for day basis.

#### 1. Certified/Licensed Staff Attendance Days

Days in the School Calendar that are required Certified/Licensed Staff attendance days with no student attendance are designated as either Teacher institute or School Improvement Days.

##### a) Teacher Institute Days

The Board relegates the Superintendent/Building Principal to plan Teacher Institute Days pertaining to matters relating to subjects and issues to improve the certified staff members throughout the school system. All certified/licensed staff **must attend** all scheduled Teacher Institute meetings. Teacher Institute Days will start at 8:00 a.m. and end at 3:00 p.m. with a one hour lunch break. As calendars are set months in advance, teachers are to schedule doctor, dentist, and other

appointments, on days other than teacher institute days. Teachers will still be able to call their building principal on the morning of the institute to use a sick day.

b) School Improvement Days

The Board relegates the Superintendent to plan School Improvement days pertaining to matters relating to subjects and issues that will improve the school. The faculty committee will meet with Administration to discuss topics for School Improvement Days. All certified staff must attend all scheduled School Improvement meetings. School Improvement Days will start at noon and end at 3:00 p.m. Upon student dismissal, teachers will receive a duty free lunch.

The Association president shall appoint a faculty committee. The committee will be comprised of two (2) K-5 licensed/certified staff members, one (1) 6-9 licensed/certified staff member and one (1) 10-12 licensed/certified staff member.

Some School Improvement Day time each school year will be used for test score analysis, curriculum development, and Department/Grade Level meetings. When these types of meetings are held, a summary statement of the meeting results will be submitted to the building Principal at the end of the next school day.

D. Meetings

Attendance at parent-teacher functions and conferences outside the regular school day, along with other scheduled evening activities, is required. The Administration will attempt to publish such event obligations as far in advance as possible. Teachers anticipating conflicts have the obligation to review the conflict with his/her building principal, with the building principal retaining the prerogative to excuse a teacher from a single event. However, the final decision shall remain with the Administration. Any parent/teacher conferences missed need to be made up as soon as possible, with proper documentation supplied to the building principal.

E. Committees

All Board appointed committee work during the school year shall, whenever possible as determined by the Superintendent, be conducted on released time during the regular school day. However, it is recognized that some committee assignments will involve time after school and/or evenings.

Committee work on workshops during the summer shall be compensated per the direction of the Board.

F. Transfers and Vacancies

A reasonable effort will be made to post all district vacancies in accordance with ILCS.

G. Teacher Personnel File

Upon written request by a teacher, the teacher shall be given an appointment by the Superintendent's Office to review the contents of his/her personnel file in the presence of an administrator. The teacher will not be permitted to remove any material from the personnel file. Confidential items, such as credentials and letters of recommendation shall not be included in the review. The access to the personnel files shall only be during normal working hours of the Superintendent's Office.

H. Teacher Rights/Complaints and Abuse Situations

1. Any valid complaint made to a school board member about a member of the certified staff shall be reported to the superintendent/administrator who shall report this complaint to the staff member. This process shall take no longer than ten (10) business days.
2. Any complaint made to the superintendent/administrator about a member of the certified/licensed staff member shall be reported to the certified/licensed staff member with seven (7) business days of the receipt of the complaint. The superintendent/administrator shall investigate all complaints including consultation with the certified/licensed staff member to the conclusion. Only valid complaints shall become a part of the certified/licensed staff member's file.
3. Any case of verbal and/or physical assault upon a teacher while carrying out his/her assigned responsibilities shall be promptly reported in writing to the building principal or his/her designee.

I. Teacher Evaluation

1. All teachers will be evaluated in accordance with the district Evaluation Plan. Components of the District Plan shall not be subject to negotiations or grievance.
2. All evaluations will be conducted by a building Principal.

3. Any evaluations that would represent a conflict of interest shall be re-assigned.
4. As long as the state includes student growth as part of the evaluation tool, the student growth component will remain no more than the state minimum of the summative evaluation unless mutually agreed upon by the Joint Committee.

J. Tenure Clause

If and when Tenure is repealed in the State of Illinois, the district shall not dismiss a non-probationary certified/licensed teacher without due process in accordance with State Statute.

K. Mentoring Program

New teachers shall meet with their assigned mentor per the Orangeville CUSD #203 mentoring plan. The district will pay the mentor an hourly rate per mentee of \$20.00 per documented contact hour with a maximum payout of \$1,200.00 per year. The two year program paid by Orangeville CUSD #203 is to be paid bi-yearly once appropriate documentation has been submitted. If the mentoring assignment is changed during the school year, the stipend will be adjusted according to documented hours from each mentor.

Mentors will be chosen by the building administrator from the pool of trained mentor teachers. Mentors/Mentees will continue to follow the Mentoring and Induction Approved Program.

If at any time during the life of this contract, either the District or the Association wish to discontinue or drop the Mentoring Program, it must be mutually agreed upon by both parties.

## ARTICLE VII

### LEAVES

#### A. Sick / Bereavement Leave

Twelve (12) days sick leave per year with three hundred sixty (360) days accumulation shall be granted to all full-time certified/licensed teachers. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness of death of immediate family. In the event of death of a parent, spouse, brother, sister, child, or legal guardian, each employee covered under this contract shall be entitled for each occurrence up to three (3) days absence without loss of personal or sick leave days. Sick leave for death of a close friend or relative not already listed is left to the discretion of the Superintendent. Sick leave may not be used by an employee who is already on unpaid leave. Time missed under this section will be based on accumulated time. Time missed between 1 minute and 115 minutes will count as one quarter day (limited to 4 quarter days per school year). Time missed between 115 minutes and 230 minutes will count as one half day. Time missed over 230 minutes will constitute one full day. Prep time will be included in this calculation.

Any employee returning from any **long-term** (three (3) or more days) illness, whether or not sick leave benefits have been paid, may be required to furnish a physician's certificate of health prior to returning to work.

Once the district schedules a substitute teacher for an employee, the employee must use their sick leave unless they provide the district with a twenty-four (24) hour notice.

#### B. Sick Leave Bank

1. A sick leave bank shall be established for all certified/licensed teachers who desire to participate. This bank shall be established and maintained through a contribution of sick days voluntarily contributed by staff members.
2. A committee of two Association members and one administrator will administer the sick leave bank. The committee will meet as needed. The decision of the committee is non-grievable, non-arbitral, and non-precedential.
3. Enrollment and participation in the sick leave bank shall be voluntary. Current employees shall have until September 30<sup>th</sup> of any given year. Late hires have thirty (30) business days from the time of their hire to choose to enroll. A teacher may leave the sick leave bank at any time, but may not withdraw his/her contributed sick leave days.

4. The committee shall prepare and submit to the district bookkeeper by October 15<sup>th</sup> an official summative document. The document will identify contributing participants and their voluntarily contributed number of days to the sick bank.
5. Contributing staff may draw from the bank only after all accumulated sick leave time has been depleted.
6. Any non-contributing member must exhaust all of their accumulated sick leave. Additionally, any non-contributing teachers shall be absent without pay for five (5) working days because of illness or disability before they may draw from the sick bank.
7. Persons who withdraw sick leave days from the bank will not be required to replace those days except as a regular contributing member of the bank.
8. Sick leave bank days shall be applicable solely to the illness or disability of the teacher and not to the illness or death of any other person or persons or a normal pregnancy.
9. A physician's statement must be included with the initial and all subsequent requests. The committee may request any reasonable information and documentation to substantiate the legitimacy of the request.
10. A staff member shall not be eligible to utilize the bank two successive school years unless he/she shall be actively employed and working full time for at least ninety (90) staff employment days prior to drawing from the bank in said second year. This will not apply to recurring absences due to the same illness or disability when verified by a doctor's written notice.
11. Staff members who choose to join the bank will contribute a maximum of three (3) days until the bank is built up to a maximum of three hundred (300) days. No days will be accumulated until the bank has been depleted to two hundred (200) days. In extenuating circumstances, the cap shall be exceeded.
12. Should a newly hired employee choose to join the bank and the bank is already at three hundred (300) days, the staff member must donate at least one day to be a participating member. This would allow for the cap to be exceeded.
13. Any employee who withdraws from the Orangeville School District will not be allowed to withdraw the contributed days.

14. If, during the year, the bank falls below ten (10) days, the sick leave bank committee may ask members to contribute one (1) additional day on a volunteer basis.
15. 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.
16. The Orangeville Education Association, its members or teachers represented, agrees, with respect to the operation of the sick leave bank, that it will hold harmless and defend the Board of Education, 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.

#### C. Family Medical Leave of Absence

Eligible employees are entitled to twelve (12) work weeks of unpaid family and medical leave during a twelve (12) month period in accordance with the Family and Medical Leave Act of 1993. Leaves under this Article will be granted in accordance with established board policy 5:185.

#### D. Maternity Leave

Pregnancy will be treated as an illness and subject to all provisions of this agreement regarding sick leave.

The employee's physician will determine when the employee's physical condition is such that she should begin her sick leave. The employee will notify the Superintendent by submitting the physician's written statement. The Board of Education may, at its own discretion and cost, verify such certification in consultation with the physician of the Board's own choosing. It is the responsibility of the employee to assure that proper notification as outlined above, is on file in the Superintendent's office, and sick leave will not be granted until such notification from the physician has been received.

If the employee exhausts all of her accumulated and current sick leave, and has not been released by her doctor to return to work, the situation will be treated as leave without pay. The employee's pay will be withheld on a per diem basis until she returns to work.

An employee on sick leave for pregnancy may request termination of sick leave and apply for unpaid leave.

Tenured teachers who are granted maternity leave shall retain all tenure rights and seniority upon return.

At the conclusion of the maternity leave of absence, the teacher may be required to provide a physician's statement indicating fitness to resume employment in the district.

Insurance benefits shall continue during maternity leave, if eligible, by the carrier.

E. Association Leave

Upon written request by the Association's president, within five (5) school days in advance of the request date, a maximum of two (2) days may be allowed for the purpose of Association leave to attend state and national conventions. No more than four (4) employees shall be absent on the same day for Association leave (**maximum of two per building**). The Association shall reimburse the district for the cost of the substitute. This leave is accumulative to a maximum total of eight (8) days.

F. Personal Leave

Two (2) personal leave days per year at full pay will be allowed each employee subject to the following requirements:

1. Except in emergency situations, three working days written notice shall be given to the Superintendent by the employee. Approval from the building principal and Superintendent must be obtained in writing before the absence occurs.
2. Personal leave may not be taken in increments of less than half-day units.
3. Personal leave days shall be non-accumulative. However, unused personal leave will be added to employee's accumulation of sick leave not to exceed the allowed maximum accumulation.
4. No more than two (2) teachers shall be absent from the elementary (K-5) level, and no more than two (2) teachers shall be absent from the secondary (6-12) level on the same day.
5. Personal leave days may be granted by the Superintendent in case of extreme extenuating circumstances or religious holiday.
6. Personal leave is not subject to the grievance procedure.
7. A third (3) personal leave day may be purchased by using a sick day and the cost of the substitute teacher.

G. Attendance at IHSA State Level Competition

1. The head coach of any varsity level sport may attend the state level competition for schools the size of Orangeville. The head coach will be granted a clinic day for the days of the competition but not receive reimbursement for expenses. Non-competing assistant coaches must use a personal leave day to attend IHSA competitions.
2. If accompanied by competing student athlete(s), the coach (es) will receive room and board not to exceed the rate of \$100 per day. Transportation will be arranged by the district.

## ARTICLE VIII

### TEACHER FRINGE BENEFITS

#### A. Insurance Package

The Orangeville School District offers an insurance package which includes medical, dental and life insurance to all eligible full time teachers. The board will contribute the following maximum dollar amounts on a monthly basis for the employee's elected insurance package for the years stated below.

2016/2017 – \$525

2017/2018 - \$557

2018/2019 - \$591

The District's contribution will be used first toward payment of a \$25,000 term life insurance policy and then toward the employee's insurance package election, which may include employee only, employee plus spouse, employee plus children, or family health insurance coverage; employee only, employee plus spouse, employee plus children, or family dental insurance coverage.

If the employee elects coverage under an HSA eligible High Deductible Health Plan ("HSA Plan"), and the premium for the full insurance package elected by the employee is less than district contribution for that particular year, then the District will contribute the difference between the district contribution and the monthly cost of the elected insurance package to an eligible employee's Health Savings Account ("HSA").

If the employee elects insurance coverage under a health insurance policy offered by the District other than an HSA Plan, then the District will contribute a maximum of \$525 per month in 2016-2017, \$557 per month in 2017/2018, and \$591 per month in 2018/2019, or the total monthly cost of the insurance package, if that cost is less than that particular year's district contribution.

The District contribution toward the employee's elected insurance package will be first applied to the cost of life insurance, next to the cost of elected dental insurance, if any; and finally to the cost of elected health insurance, if any; up to the maximum amount as set forth above for each year of this CBA.

Teachers who are married and are both employed at Orangeville as eligible full time teachers may apply both of their monthly insurance package contribution amounts toward family health coverage.

It is the responsibility of the insurance committee, which consists of members from the association, board and administration, to choose the plans that will be made available to the teachers and from which the teachers may choose individual enrollment yearly.

In the event that this contract is not renegotiated as of the day before the first teacher employment day of the 2019-2020 school year, then board and the association mutually agree to open negotiations on the insurance package only, and to continue all other terms of the current CBA until the day before the first teacher employment day of the 2020-2021 school year.

A. Selection of Insurance Carriers

1. An Advisory Committee will be established to research changes in, or alternative to, the insurance program. Recommendations from the Advisory Committee will be presented respectively to the Orangeville Education Association and to the Board of Education for consideration. All members of the insurance committee must be notified at least seventy-two (72) hours prior to all meetings.
2. The Advisory Committee shall consist of: 2 school board members, 1 administrator, and 3 certified/licensed staff members. The school board members and the administrator shall be appointed annually by the Board of Education. The three certified/licensed staff members shall be appointed annually by the Association. The Superintendent shall serve as an ex-officio member of the Advisory Committee. Each party will notify the Superintendent in writing of committee members by October 1 of each school year.
3. During the life of this contract, should a new cooperative insurance opportunity present itself, the advisory committee shall review said cooperative and make recommendations. If both parties agree to said plan (i.e. the Board and Union representatives) then plan changes can occur.
4. The Board retains the exclusive right to select insurance carriers.

B. Continuation of Benefits

An employee will be able to pay the health premium through the group plan after sick leave has been depleted or when the employee is on temporary disability, if eligible by the carrier.

**ARTICLE IX**  
**TEACHER AND RELATED COMPENSATION**

A. Salary

1. Teachers shall normally be paid in accordance with the salary schedules attached hereto as Schedule A. The Base Salary for school year 2016-2017 is \$30,262; for school year 2017-18 is \$30,413 and school year 2018-19 is \$30,565. However, the annual increments provided on the salary schedule are not automatic. When a teacher's services, actions, professional growth, or performance in the classroom or other assignments are found to be unsatisfactory by the Administration in accordance with the ISBE-approved District Evaluation Plan, the Board is not obligated to pay the increment for the next succeeding year or any increase in the current increment (step) of the affected teacher(s). A salary verification sheet will be given to each teacher on the first employment day of a new school year.
2. The board shall pay 100% of the teacher's contribution to TRS and THIS.
3. Outside experience shall be granted at full value for the first six years with a bachelor's degree and for the first eight years with a master's degree, or in accordance with Section 24-B of the Illinois School Code. Placement on the hiring schedule will be made at the time of hiring.

4. Retirement Schedule

Teachers with twelve (12) years or more service in the Orangeville School District at the time of retirement will qualify for a retirement incentive provided the school district will not incur a penalty through TRS.

Upon presenting an irrevocable notice of retirement a certified employee will receive the TRS allowable percentage increase (6% as of 2016-2017) for a maximum of four years. The TRS reportable wages during the notice year will serve as the base for the 6% raise and each ensuing year shall be increased by the maximum allowable percentage over the previous year. The notice year is identified as July 1 through June 30 of the year before the increase is to begin.

If less than a four year notice is given, the teacher will receive one percent less than the maximum TRS allowable increase during the next year and each ensuing year until retirement.

For teachers hired before January 1, 1999, BS + 40 shall be equivalent to MS of the salary schedule, plus all hours over 18 must be in the respective teaching area. Hours earned are to be effective from the beginning of the school year following completion of the course work. Teachers hired after January 1, 1999 shall only move beyond BS + 18 if they complete a Master's Degree. This paragraph will expire when all applicable employees have ceased employment with the district.

5. Any certified/licensed staff member requested by the district to work during the summer will receive pay equal to that of a substitute teacher based on the timed work. Time spent on the task equaling 230 minutes or less will receive half the substitute rate. Time spent on task for more than 230 minutes will receive a full substitute rate.
6. The district does not participate in an ERO program.

B. Employee Payroll

1. Employee compensation will be processed bi-weekly. The pay stubs will be issued every other Thursday throughout the calendar year. All certified/licensed employees shall be paid on a twelve-month basis.
2. Payroll deductions
  - a. Deductions to be approved once a year (by September 10<sup>th</sup>).
3. For the purpose of figuring daily pay rates of certified/licensed personnel employed on the schedule, the daily rate shall be computed on the basis of 189 days.

C. Extra Duty Assignments

Teachers shall be paid in accordance with the extra duty schedule attached hereto as Appendix B and Appendix C.

D. Room Budgets

Each full time certified/licensed teacher will receive \$200 per year for room budgets. The use of this money is for supplemental educational materials. The District still retains the fundamental responsibility for funding its educational programs. Teachers are encouraged to share District purchased resources when at all possible.

#### E. Reimbursement, Credit and Approval for College Credits

Staff members may apply for tuition reimbursement for college courses completed not to exceed a total of twelve (12) semester hours per year (non-accumulative). Tuition will be paid for approved hours up to an amount equal to one-half the per hour rate currently charged at NIU located in DeKalb, IL, but shall not in any case exceed the actual tuition being charged by the school attended. (Tuition will be calculated based on the amount charged by authorized college granting hours and will not include fees assessed by the institution). Pay for hours earned during a school year (first day of school to first day of school) shall occur in October following the completion of the course. Staff members must fulfill the following requirements to be eligible for tuition reimbursement.

1. Prior approval by the Superintendent and review by the Board. Requests shall be in writing and state the course name, name of college offering the course, number of semester hours of credit, and a brief explanation of the course. Approval or denial will also be given in writing. Forms are available from building principals.
2. Courses can be in the Teaching field of the staff member. Cross disciplines or advanced teaching techniques are preferred for approval. (Teaching field is defined as any course which is related to a subject area being taught by the staff member.)
3. Staff members pursuing higher educational degrees (i.e. administration, curriculum) will only be reimbursed for their courses provided the following:
  - a. The teacher has completed a Master's degree in their content area, or
  - b. They continue teaching in the Orangeville public school system for five years after the completion of the course, or
  - c. The school district utilizes that individual's degree to the benefit of the school district, or
  - d. Prior approval by the school board.

Should a teacher not fulfill these obligations, the teacher shall reimburse the district the amount he/she has received for tuition reimbursement.

4. Courses must be earned from a recognized college or university.
5. Five hours of undergraduate credit will be allowed each year for salary schedule advancement. The other seven (7) hours eligible for reimbursement in one year must be graduate hours to advance on the salary schedule.

6. The staff member must not receive reimbursement for the hours of credit from any other agency or group.
7. If a staff member fails to request prior approval for the course work, they may, upon completion of the work, file a claim requesting consideration of payment under this policy.
8. Staff members must submit an official transcript showing successful (passing grade of C or better) completion of the course and a canceled check or receipt indicating payment of tuition by September 30.

F. Workshops (Paid by District Money)

1. Teachers attempting to fulfill licensure renewal requirements through workshop attendance are limited to three (3) workshops during the course of a school year.
  - a. Workshops paid by an outside agency or grant will be exempt from the limit of three.
  - b. Workshops that teachers attend to aide in the instruction of students with special needs will be exempt from the limit of three.
  - c. Workshops which teachers attend in the capacity of a committee for the school district will be exempt from the limit of three.
2. If a teacher becomes aware of additional workshops he/she has the option of asking the school board for permission to attend said workshop. The decision rests solely with the school board.
3. Teachers will receive reimbursement for room (for overnight stays only), meals and mileage not to exceed the rate of \$150 per day and have the registration fee for the workshop paid by the board. Mileage to and from the workshop shall be reimbursed at the current IRS mileage rate at the time of school business. All requests for reimbursement must be accompanied by receipts.
4. Teachers attending a workshop that offers a discount for a particular professional affiliation shall have that professional membership paid for by the

board provided the cost of the membership is offset by the savings in the workshop registration.

5. When two or more teachers, of the same gender, attend the same workshop, the district requires them to carpool. Written explanation of exceptions are subject to approval/denial by administration.
6. Staff members may use district workshop or clinic money to pay for attendance at a workshop or clinic OR for reimbursement for credit earned, but not both.
7. If a staff member resigns or is otherwise terminated, he or she is no longer eligible for this reimbursement.

#### G. Transportation Reimbursement

Reimbursement for use of personal transportation for school business must be approved by the Superintendent and shall be at the current IRS mileage rate at the time of school business.

#### H. Internal Substitutes

Employees whose absence is limited in duration (typically a portion of a school day) may be replaced by other full-time employees (internal substitutes). This arrangement must be handled by the building principal or his/her designee. Employees will be compensated for internal substituting at the rate of thirty-five cents (35) per class minute. Substitute payment will be included in that pay period's paycheck when a teacher loses part of their prep time during that day that cannot be found elsewhere.

#### I. Fair Share

Teachers covered by this agreement and who are not currently members of the Association, and who do not join said Association, shall be required to pay their fair share of the collective bargaining process, contract administration and pursuing matters affecting wages, hours, and conditions of employment. The Association shall annually certify to the Board the amount constituting each member employee's fair share. Such certification shall be made in writing by the Association president and submitted to the district office on September 1 of each year.

In the event that the non-member teacher does not pay his/her fair share fee directly to the Association on or before thirty (30) days from the commencement of duties or the effective date of the Agreement, whichever is later, and upon notification by the Association, the Board shall deduct such fair share fee from the earnings of the non-member teacher and pay such amount to the Association

on a date no later than ten (10) days following such deduction. Such amount shall be deducted at a proportionate rate per pay period. A non-member teacher who pays such fair share shall be entitled, upon written request, to receive a refund from the Association that is equal in amount to that portion of the fair share fee that otherwise would be expended for political activities unrelated to collective bargaining, contract administration, or grievance processing.

If a non-member teacher declares the right of non-association based upon bonafide religious tenets or teaching of a church or religious body of which such teacher is a member, such teacher shall be required to pay an amount equal to his/her fair share to a non-religious charitable organization mutually agreed upon by the teacher and the Association. If the teacher and the Association are unable to reach agreement on the matter, the teacher may select a charitable organization from a list established and approved by the Illinois Educational Labor Relations Board, or in the event no such Board is convened, such list shall be established by the Board of Education and the Association.

**ARTICLE X**  
**RECERTIFICATION PROCESS**

A. Maintaining Licensure

1. Each teacher is responsible for his/her own individual record keeping and/or documentation of their certifications/licensures with the Illinois State Board of Education.
2. The District will continue to provide C.P.D.U. opportunities throughout the year at the discretion of the Superintendent and the S.I.P. Committee.

## ARTICLE XI

### EFFECT AND DURATION OF AGREEMENT

#### A. Period Covered – Terms of Agreement

This agreement shall be in effect on the first teacher employment day of the 2016-2017 school year and shall continue in full force and effect until the day before the first teacher employment day of school year 2019-2020.

#### B. Content and Agreement

The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the Board and the Association. Both parties acknowledge that during the negotiations which resulted in the agreement, each had the unlimited right and opportunity to make demands and proposals upon the other party. All understanding and agreements arrived at after the exercise of this right and opportunity is set forth in this Agreement. Subject matters not referred to in this Agreement shall not be considered as part of the Agreement and remain exclusive Board and/or Administration prerogatives.

#### C. Changes

The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a ratified written amendment.

#### D. Separation ability

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional or illegal, all other provisions of this agreement shall remain in full force and effect for the duration of this Agreement.

#### E. Previous Agreements

It is agreed that this Agreement contains the full and complete content between Board and Association on all issues bargained. All prior agreements, including any written and/or verbal commitments on any issue, are void and of no force and effect.

F. New Positions

If during the life of the contract there is any need to establish a paid position, the Board will do so with the condition that the position and the stipend be reevaluated during the next negotiating session.

G. This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

IN WITNESS THEREOF:

For the Orangeville Education Association

For the Board of Education  
Orangeville Community Unit District #203

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Negotiations Chairperson

\_\_\_\_\_  
Negotiations Chairperson

## SCHEDULE B

### ORANGEVILLE COMMUNITY UNIT SCHOOL DISTRICT COACHES SALARY

Salary % for Schedule Base

COACHING POSITION	STEP 1 1-2 Yrs.	STEP 2 3-4 Yrs.	STEP 3 5-6 Yrs.	STEP 4 7-8 Yrs.	STEP 5 9 Yrs.
Head Varsity Coach	\$3445	\$3745	\$4044	\$4194	\$4344
Asst. Varsity Coach	\$2247	\$2546	\$2846	\$2996	\$3146
Jr. High Coach	\$1498	\$1797	\$2097	\$2247	\$2397
Asst. Jr. High Coach	\$ 898	\$1198	\$1498	\$1647	\$1797





sophomore class with applications for consideration into program, grade student portfolios, sign off on student community service hours, year-end award ceremony at HCC, and other duties pertaining to this position that may not be listed as set forth by HCC Coordinator.

15.NHS Advisor

1%

**APPENDIX A**  
**GRIEVANCE REPORT**

Number \_\_\_\_\_

Date Filed \_\_\_\_\_

Orangeville Community Unit District #203

Distribution:

\_\_\_\_\_ Building

- 1. \_\_\_\_\_ Association
- 2. \_\_\_\_\_ Employee
- 2. \_\_\_\_\_ Supervisor – Principal
- 1. \_\_\_\_\_ Superintendent

\_\_\_\_\_  
Name of Grievant and Assignment

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**STEP I**

A. Date Alleged Violation occurred or Date of First Knowledge \_\_\_\_\_

B. Date of Informal Discussion and Parties Present\* \_\_\_\_\_

C. Section(s) of Contract Allegedly Violated\* \_\_\_\_\_

D. Statement of Grievance\* \_\_\_\_\_

E. Relief Sought\* \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Grievant

F. Disposition by Principal or Immediate Supervisor\* \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Principal or Immediate

Supervisor

G. Disposition Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Comments\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date Signature of Grievant  
\_\_\_\_\_

**STEP II**

A. \_\_\_\_\_  
Signature of Grievant Date Received by Superintendent of  
Designee

B. Disposition by Superintendent or Designee\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date Signature of Superintendent or Designee

C. Disposition Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Comments\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STEP III**

A. \_\_\_\_\_  
Signature of Grievant Signature of Association President

B. \_\_\_\_\_  
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Decision

Signature of Arbitrator

\*If additional space is needed, attach additional sheet(s).