

Professional Agreement

Between

Riley Education Association

And

The Board of Education

Riley Community Consolidated School

District #18

Marengo, Illinois

2018– 2019

This contract shall begin on the first day of school in 2018 at 12:01 AM and shall terminate at Midnight (12:00 AM) on the day ending prior to the first day of school in 2019

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1) **RECOGNITION**

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

2) **SCHOOL CALENDAR**

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

3) **LENGTH OF WORKDAY**

- a) Teachers must arrive twenty (20) minutes prior to the start of school and may leave twenty (20) minutes after the end of school. The start of school begins at 8:10 AM and ends at 3:02 PM.
- b) The time before and after school is intended to be used for planning, lesson preparation, curriculum development, committee work, conferencing with students, parents, or teachers, and attending meetings scheduled by administration or designee.
- c) All full-time certified teachers shall receive a minimum of a forty-minute (40) duty free lunch; a longer duty free lunch shall be given when the schedule permits.
- d) If a meeting is authorized by the administration for the purpose of conducting an IEP, 504 Plan or special administrative meeting during the lunchtime, all efforts will be made to give teacher(s) a 30-minute duty free lunch and if not compensation will be paid at the in-house substitute rate.

4) **PLANNING TIME**

- a) All full-time certified teachers will receive planning time of not less than the time equivalent of five (5) Junior High School periods per week or prorated time based on student contact days per week whichever is less.
- b) The Board of Education shall reimburse those staff members who agree to teach in excess of five teaching classes or teach during the semester(s) in lieu of either their assigned planning time or non-teaching period. Payment for teaching each additional period will be one seventh (1/7) of their base salary for the semester(s), paid as part of regular payroll.

5) **SALARY**

- a) Beginning in 2018-2019 teachers will be paid using a salary model (schedule) mutually agreed upon for the duration of the contract. The schedule shall include increases based upon a percent (%) applied to the base salary established for each individual teacher employed during the 2017-2018 school year at their current educational level of advancement. Salary increases shall not exceed the maximum percent increase allowed by Illinois State Law or Teacher Retirement System which would require a penalty payment of the District

of a day, their salary shall be determined as a percentage of the daily established salary times the days worked.

- l) The Board agrees to pay up to 9.08901% established under the provisions of the Teacher Retirement System to the Teacher's Retirement System (TRS) for required compensation, inclusive of base salary and all related stipends, on behalf of its certified employees.
- m) The Riley Education Association agrees to pay the employee member portion of the Teacher's Health Insurance System (THIS). The Board shall pay the appropriate employer contribution portion of the (THIS) fund.
- n) The Board of Education reserves the contractual right to place unconditionally new employees on the new hire placement schedule with respect to salary, step and lane until the expiration of this contract. New hires defined as people hired after September 2018.

6) PAYROLL

Teachers may request to be paid on a 10 or 12-month basis. Method of payment shall be through direct deposit payments. Payroll will be issued the last business day before the 16th and the last business day of each month. Employees will be provided with pay information in print and/or electronically.

7) HEALTH INSURANCE

- a) For those teachers who take the H.S.A. health insurance coverage, the Board of Education will contribute 100% toward each full-time certified teacher's individual single insurance premium coverage as specified within the conditions of this agreement under the health insurance plan(s) annually approved by the Board as the District's Preferred Plan(s) for the duration of this contract agreement.
- b) For those who take family health insurance (including family, employee+child, or employee+spouse), the Board of Education will contribute toward each full-time certified teacher's family insurance coverage an amount equal to 7/12ths of the family health insurance premium.
- c) District's Preferred Health Plan(s) shall include a PPO and H.S.A. plan for single and family coverage for the duration of this 2018-2019 contract agreement unless an alternate insurance plan is mutually agreed upon between the Board of Education and the REA.

Minimal Plan Coverage shall consist of the following:

-PPO a minimum of \$1,500 deductible/\$3,000 out-of-pocket with an 80/60 coinsurance.

-H.S.A. single and family \$1,500 deductible/\$3,000 out-of-pocket with an 80/60 coinsurance

- d) For employees hired before June 1, 2005, who do not take insurance plan benefits and have been grandfathered-in, a \$1,000 annual payment shall be made In-Lieu of health insurance. In the case whereby an employee's health insurance status changes within a given contract year, the In-Lieu of payment shall not be paid and any prior payment or portion made shall be reimbursed to the district for the given contract year. Should the employee choose to receive insurance benefits in the future, they will be excluded permanently from future In-Lieu of payments. Eligible for In-Lieu Payments are: Leah Campanelli and Gretchen Mallegni
- e) For employees who take the Health Savings Account (HSA), the Board of Education agrees to contribute to current employee's HSA account 50% of the yearly deductible based upon the first year of the contract agreement. This amount will remain capped until the expiration of the contract agreement; unless an alternate insurance plan is mutually agreed upon between the Board of Education and the REA for years two, three, and four of this contract. The HSA deductible contributions will be payable October and January to the custodian of the HSA account.
- f) Teachers will have the option of dental and /or vision insurance with the full premium cost paid by the employee, provided there are no additional costs to the District Preferred Plan (s).
- g) The Board of Education reserves the contractual right to pay an amount equal or greater to a percentage of Full-Time Equivalent (FTE) toward the cost of the individual health insurance premium provided the teacher is regularly scheduled to work a minimum of 30 hours per week.
- h) A committee of teachers, board members, and administration shall be convened as needed to review annually insurance rates and plans.

8) LIFE INSURANCE

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

9) SICK LEAVE

- a) All full-time certified personnel are granted sick leave provisions in the amount of twelve (12) days in the first four (4) years in this district, and starting the fifth year of employment certified staff will be given fifteen (15) days each year for the next fifteen (15) years and starting on the twentieth (20) year, twenty (20) days each year thereafter. This will be prorated for part-time employees. Sick days are to be used for purposes of illnesses, disability, and/or medical reasons pertaining to the immediate family. Immediate family shall be inclusive of the following: self, spouse, siblings, spouse's siblings, children, stepchildren, parents, grandparents, and parental in-laws.
- b) Where a pregnancy exists with certified personnel, the use of paid sick leave is permissible during the time of disability due to the pregnancy. Individuals using paid sick leave for disability conditions must return to work when any disabling conditions no longer exist. Certified personnel may request an unpaid Leave for maternity/paternity leave.
- c) Sick days may be used for loss of immediate family members to attend or to make arrangements for appropriate services, arrange for medical or nursing care. Employees may use two sick days per year to attend a funeral of a friend or non-immediate family member. The unused sick and/or personal days, for which the employee can be compensated, shall accumulate to a maximum of 385 days.

10) MATERNITY/PATERNITY LEAVE

- a) All tenured certified personnel shall be granted a maternity/paternity (including adoptions) leave not to exceed one year. Written application for leave shall be made to the Superintendent no later than 30 days prior to the date the leave is to commence. The application shall state the anticipated beginning and ending dates of the leave, and the type or combination (sick and/or unpaid) leave(s) desired.
- b) A maximum of 9 weeks of accumulated sick leave may be used for compensated maternity/paternity leave; and used compensated sick leave days shall be applied in accordance to eligible days under the Family Medical Leave Act (FMLA). Uncompensated leave time does not contribute to service time for purposes of establishing steps or seniority. **EXAMPLE:** A teacher *is allowed 12 weeks of unpaid leave according to FMLA. Agreement currently provides a maximum of 9 weeks of paid accumulated sick leave* which may be used for compensated maternity/paternity leave. The District allows 9 weeks of compensated sick leave as part of the 12 weeks of FMLA. If the teacher takes the 9 weeks paid, they will have 3 weeks remaining of uncompensated FMLA.
- c) When granted a non-compensated maternity/paternity leave, hereunder, employee may continue group insurance benefits by paying 100% of each monthly required premium by the 15th day of the previous month for which it covers.

- d) After maternity/paternity leave, the employee shall return to a position for which she/he is legally qualified.
- e) The Superintendent and/or Board may waive the above listed time requirements under appropriate circumstances and shall not set a precedent with respect to any other maternity/paternity leave.
- f) Anything in this article to the contrary notwithstanding, a teacher shall not be entitled to a maternity/paternity leave of more than nine weeks if she/he has been previously granted a maternity/paternity leave and has not returned to full-time employment for at least one (1) full school term since the termination of such prior leave. A teacher may use accumulated paid sick days of nine weeks or less during the maternity/paternity leave.

11) MILITARY LEAVE

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

12) PERSONAL DAYS

- a) Personal Leave: All full-time certified personnel may substitute three (3) days personal leave in lieu of three (3) sick leave days. All requests for personal leave shall be made to the Superintendent or his/her designee. Personal leave days do not accumulate from year to year.
- b) The administration may limit to four (4) teachers who shall be permitted to use a personal leave day on any given day. All personal leaves must be requested as soon as possible and no later than at least twenty-four hours before the absence is to begin, except in extreme emergencies. Personal days should not be used the day before or the day after a holiday, scheduled school breaks, during the first or last five (5) instructional days of school or in conjunction with sick days. This will be pro-rated for part-time employees. Any exceptions to this policy shall require prior approval from the Superintendent or his/her designee.

13) CONTINUING EDUCATION

- a) Continuing education reimbursement eligibility is for full-time teachers who have previously taught at Riley School for one school year and have a contract with Riley School for the following school year.
- b) Refer to 5d.
- c) All reimbursable course work must receive prior approval in writing by the Superintendent or designee. The granting or denying of approval of such courses shall not be deemed precedential to other applications for tuition reimbursement. Before reimbursement shall occur, certified staff shall submit a receipt for the course and an official transcript or similar document from the institution showing successful completion of the course. Reimbursement will be made only for satisfactorily completed course work with a grade of "B" or higher. Reimbursement for courses completed while school is not in session will be made after the first available Board of Education meeting following submission of all documentation required for reimbursement. Reimbursement for online course work for an approved graduate degree program shall not exceed thirty six (36) credit hours. The Superintendent must be given information, which demonstrates that the individual is following a planned course leading to a master's degree after completing BA+27 credit hours. All other teacher reimbursement for online course work NOT in an approved graduate degree program shall be limited to six (6) hour per year.

- d) Eligible teachers who choose not to return to a full-time position at the start of the school year shall compensate the District for any coursework reimbursement received during the prior twelve (12) month period. This shall include teachers on leave who do not return to a full-time position following completion of the leave.
- e) Reimbursement is not to exceed twelve (12) credit hours total in a twelve month (12) period beginning September 1 and ending August 31. All continuing education shall be reimbursed at \$350 per credit hour for the duration of the agreement. The maximum rate shall be paid based upon receipts provided by employees for credit hours satisfactorily completed. The employee is responsible for all other course related costs, to include but not limited to, materials, fees, books, and technology related charges.
- f) Teachers planning to receive compensation on the salary schedule for the next school year for graduate level course work completed from September 1 to August 31 will notify the business manager in writing by September 1 annually; and provide supporting documentation for the lane change by October 15 of current school year.

14) CURRICULUM PLANNING / COMMITTEE / and IN-SERVICE DAYS

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

15) PHYSICAL EXAMINATION

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

16) JURY DUTY

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

17) MILEAGE REIMBURSEMENT

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

18) NOTIFICATION OF AVAILABLE EMPLOYMENT OPPORTUNITIES

- a) Any teaching or administrative position available or any new teaching positions to be created by the Board will be formally announced. This information will be made available to all members of the Riley School teaching staff near the faculty mailboxes. Notice in daily announcements for two days will also be made. When school is not in session, teachers will be notified by mail and School Messenger or equivalent auto call and will have 72 hours in which to respond.
- b) All K-8 teaching assignments for the forthcoming year are to be tentatively communicated prior to the last day of school. In the event changes in such assignments are proposed, the employees affected shall be notified promptly.

19) REDUCTION IN FORCE OF CERTIFIED TEACHING PERSONNEL

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

If the REA makes recommendations or alternatives to proposed reductions that will be considered by the School Board, the Board, in writing, shall inform the REA of their final decision with regard to reductions. If it is imminent that the reduction of certified teacher personnel is the only recourse, the Board of Education will give the named teachers a written notice of dismissal by certified mail return receipt in accordance with the regulations and time frame as stipulated in accordance with The School Code. If it is necessary to remove teachers who have entered into continued contractual service, then the following seniority rules in Article 20 shall be applied in making such decisions.

20) SENIORITY DEFINED

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

- a) Seniority shall be defined as the length of continuous service as a teacher in the District from the date of actual hire as reflected in the approved Board of Education Meeting Minutes. Less than full-time teaching service will be computed on a pro rata basis. Time on unpaid leaves of absence of more than ninety (90) consecutive working days will not be counted in determining seniority. Such unpaid leaves of absence approved by the Board will not constitute an interruption of teaching service.
- b) If a tie exists in group three (3) or group four (4), the order of dismissal and/or recall in each group will be determined by horizontal credit on the salary schedule with the person with more credit considered more senior. If a tie remains after the application of the above procedures, the order of dismissal and/or recall will be based on the school's needs as determined by a committee of 3 teachers and the administration.
- c) If the School Board within one (1) calendar year thereafter increases the number of teachers or reinstates the position so discontinued, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed if they are legally qualified to hold such positions and available to return within the District's time frame.

21) SENIORITY LIST

By February 1st annually, the Board will publish a seniority list which is prepared according to the provisions herein. The dated list will be given to the REA President or designee to copy for distribution among the teachers for a seven day verification period. The verification process will include the teacher's responsibility to respond directly to the Superintendent or designee to any discrepancies. The final list once approved by the Board of Education at a regularly scheduled meeting will be made available to the REA President for distribution to teachers. Each teacher shall have thirty calendar days thereafter to file written objections to his or her ranking. A teacher's failure to make a timely objection shall be deemed an acceptance of the ranking, and the teacher cannot thereafter challenge his/her seniority until the following year. In a situation where the Seniority List will determine who is rified, the teacher and with REA representation will meet with equal representation from the administration to review and verify the information is correct. Any Reduction in Force (RIF) shall not be in conflict with The School Code or P.A. 97-08.

22) EXTRA DUTY / EXTRA CURRICULAR ASSIGNMENTS

When a vacancy exists in any assignment in addition to the normal teaching load, the assignments will first be made available to the Riley teaching staff members. Reasonable requests by certified personnel will be given primary consideration in assignment of extra-curricular duties listed on the Extra Duty Stipend Schedule (Article 23). As long as sufficient individuals who are determined to be qualified are willing to volunteer, extra-curricular assignments will be made on a voluntary basis. When individuals

no longer exist on a volunteer basis, the Principal may seek certified or non-certified individuals from outside the District to fulfill an activity.

- a) Once a teacher volunteers and is assigned an extra-curricular assignment he/she will complete said assignment, unless the Principal or Superintendent determine that extenuating circumstances exist that may prohibit such assignment completion.
- b) The administration and/or board will determine qualifications. A teacher who desires to be considered for any coaching assignment or other extra-curricular assignment may submit a written letter to the Principal.
- c) A teacher, who will not be retained in the same capacity in a paid extra-curricular assignment as listed on the Extra-Duty Stipend Schedule (Article 23), shall be notified in writing thirty (30) calendar days after the end of the activity. An individual may request a meeting with the administration to discuss the assignment.
- d) A listing of all stipend positions, as listed on the Extra-Duty Stipend Schedule (Article 23), shall be posted at least 7 working days prior to the end of the school year. The listing will include the names of those individuals currently holding stipend positions who are interested in keeping their position for the following year.
- e) The selection process will involve the Principal and/or Superintendent, with input from the athletic director regarding coaching positions, with a final recommendation by the Principal to the Superintendent for recommendation to the Board of Education.
- f) Further, it is understood that the establishment of a schedule does not require the Board of Education to conduct each activity listed on the schedule. By mutual agreement of the representatives, the Board may pay an amount beyond this schedule.

23) EXTRA DUTY STIPEND SCHEDULE

The Extra Duty Stipend Schedule reflecting the Board of Education approved list of Extra-Curricular Assignments will be aligned regarding placement of various Extra-Curricular Assignments in order to reflect position and time spent to adequately fulfill that position (Attachment V).

- a. There will be an annual review of the assignments with a committee consisting of a member from the REA, the athletic director, and a member of the administration. The final decision of approval for all assignments shall be that of the Board of Education following a recommendation by the administration
- b. The Stipend Schedule will be adjusted each year of the contract to reflect the base pay of that year. The Stipend Schedule includes the Board paid TRS costs. The committee may make recommendations to the Board of Education regarding revisions to the stipend schedule.
- c. The Board of Education retains the option to employ at will, non-certified individuals at any time in non-instructional supervisory positions at undetermined rates of compensation. Certified personnel recruited by the administration for non-instructional supervisory positions will reflect the hourly compensation rate of \$20.00 per hour for the duration of the contract agreement. The positions can include, but may not be limited to, such positions as lunch or recess duty.
- d. Extra Duty Stipend Schedule – Attachment for the duration of this agreement:
 - 1) In the event no Junior High Teacher accepts the stipend for Junior High Response to Intervention (RTI), the administration will resort to assigning RTI services to staff.
 - 2) Extra Duty Stipend Schedule-Attachment has been amended to reflect all eligible programs currently approved by the Board of Education.

24) RETIREMENT

A retiring employee with a minimum of twenty (20) consecutive years within Riley CCSD 18 will be granted based upon the 2018-2019 Salary Schedule Proposal the maximum percent increase allowed by the Illinois State law and Teacher Retirement System (TRS) for their final two (2) teaching contract years based on his/her last year's pay, provided there are no penalty costs to the district*, plus one (1) year of the individual health insurance coverage at the TRS individual HMO rate. If this type of policy does not exist any longer, then the policy selected must be Board approved.

A retiring employee with a minimum of twenty-five (25) consecutive years within Riley CCSD 18 will be granted based upon the 2018-2019 Salary Schedule Proposal the maximum percent increase allowed by Illinois State law and Teacher Retirement System (TRS) for their final three (3) teaching contract years * based on his/her last year's pay, provided there are no penalty costs to the district, plus one (1) year of individual health insurance coverage at the TRS individual HMO rate. If this type of policy does not exist any longer, then the policy selected must be Board approved.

*For year 2018-2019, the Board will make an exception at the risk of accruing possible penalty but this in no means sets a precedent for this or future negotiations.

- a) The maximum is calculated on the teacher's base salary of each of the years eligible for the retirement package within the contract duration; and does not include stipend amount that may be part of the teacher's previous creditable earnings unless the teacher continues in that stipend position.
- b) **Example:** Teacher "A" receives a salary \$50,000 plus a stipend of \$1,000 has a total creditable earnings of \$51,000. However in year two or three retirement bonus years the teacher stops accepting a stipend which reduces the salary to \$50,000. The bonus in this case is applicable to the \$50,000 salary for the following year and not the \$51,000.
- c) To receive the two year bonus, the employee must notify the District Superintendent in writing by the first day of September, two years prior to retirement. Approved leaves of absence shall accrue toward the 20 consecutive years, provided the individual returns following the leave as specified. If an employee leaves due to reduction-in-force, the time separated up to one year may be counted toward the consecutive 20 years. The consecutive years will be determined broken upon a resignation from the employee. A teacher must retire or declare their intention to retire within the duration of the contract to be eligible for the retirement benefits stipulated within the contract.
- d) Upon acceptance by the Board the employee's retirement request, including his/her resignation, shall be irrevocable. However, an employee may submit in writing to the Board of Education no later than May 1st of the second year a request to withdraw his/her retirement request due to extenuating circumstances considered life-altering. The final decision to accept or deny the employee's retirement request to withdraw shall be determined solely by the Board of Education. In all requests, approved or denied, the decision shall not set precedence for all future retirement requests of withdrawal. Board approved retirement requests to withdraw require all monies paid as a bonus to be repaid through twelve (12) equal monthly installments.
- e) All retiring employees will be compensated for the number of unused allowable sick days at a rate of \$60.00 per day. The maximum paid days shall be thirty (30). The employee shall notify the District in writing of their plans to retire by September 1st of the last year in order to receive the above mentioned benefits. The payment for thirty (30) sick days at the \$60.00 rate shall be made post-retirement on the first available pay period, sixty days (60) following the official Teacher Retirement System approved date of retirement. Payment shall only be made for sick leave days that are not used for retirement.

25) DOCUMENTATION AVAILABILITY

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

26) IN-HOUSE SUBSTITUTION

A teacher who is required to take over for another teacher will be reimbursed at a rate determined by the following formula: Base Salary (BA Step 1) divided by 180 days then divided by seven periods per day ($\$40,000/180=\$222.22/7$ per period hour = $\$31.75$) with TRS to be paid on total salary for the year. The base salary for the first year of agreement shall prevail for the duration of the contract agreement. This amount will be paid monthly after a time sheet has been submitted by the Principal. In no event shall such payment require the Board to pay a penalty or an additional payment to TRS for a retiring teacher.

27) GRIEVANCE PROCEDURE

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

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

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

Step 1

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

Step 2

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

Step 3

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

Time limits may be extended by mutual agreement.

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

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

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

All grievances shall be recorded on a Grievance Report Form as shown within Article 27, below.

Grievance Report Form
Riley Consolidated Community School District No. 18

Grievance # _____

Distribution of Form: 1. Superintendent 2. Association 3. Grievant

Submitted to Superintendent in Duplicate

Name of Grievant(s) _____ Date _____

Step I

A. Date cause of Grievance occurred: _____

B. 1. Statement of Grievance:

2. Applicable provisions of the Contract:

3. Relief sought:

Signature _____ Date _____

C. Disposition of Superintendent:

Signature _____ Date _____

D. Disposition of Grievant and/or Association:

Signature _____ Date _____

Step II

A. Date Received by Superintendent: _____

B. Disposition of Superintendent:

Signature _____ Date _____

C. Disposition of Grievant and/or Association:

Signature _____ Date _____

Step III

A. Date Submitted to Arbitration: _____

B. Disposition of Arbitrator:

Arbitrator's Signature _____

Date _____

Rep. Riley Teacher's Association _____ Date _____

28) NO STRIKE CLAUSE

During the terms of the Agreement, employees represented by the Association agree not to strike, or engage in or support or encourage any concerted refusal to tender full and complete services in the school district or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the school.

29) PART-TIME TEACHERS

Any part-time certified teacher(s), as of the beginning date of this contract, will be afforded the benefits outlined above at 50%, with the exception outlined in Article 7-g, of the full-time rate or terms. Part-Time staff health insurance shall consist only of single coverage. Part-time is considered at least 18 hours but not more than 25 hours per week for the school year.

30) AGREEMENT

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

31) ILLINOIS STATUTES / SCHOOL CODE

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

32) SCHOOL BOARD

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

The Superintendent is the chief executive officer of the School Board and the person to whom it looks for educational leadership. In this capacity, the Superintendent shall recommend to the School Board a course of action on all matters relating to negotiations. The Superintendent may be used as a consultant to both the School Board and the REA, but shall not be a member of either negotiating team.

Riley Education Association President

Board of Education President

Date

Date