

NEGOTIATED AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION
OF SCHOOL DISTRICT NO. 78**

AND

THE ROSEMONT PROFESSIONAL ASSOCIATION

SCHOOL DISTRICT 78

ROSEMONT, ILLINOIS

**SCHOOL YEARS 2005-06
2006-07
2007-08
2008-09
2009-10**

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE NUMBER</u>
1.0 Procedural Items	1
1.1 Preamble	1
1.2 Recognition	1-2
1.3 Definition of Responsibilities and Rights	2-5
1.4 Negotiation Procedures	5
1.5 Effect of Agreement	5-6
1.6 Grievance Procedure	6-8
1.7 Leadership Meetings	8
1.8 Union Days	8
2.0 Basic Payment Plan	8
2.1 Salaries	8-10
2.2 Deductions	10
2.3 Supervising Pay - Student Teacher Supervisors	10
3.0 Summer Employment	11
3.1 Priority for Summer Work	11
4.0 Salary and Class Credit	11
4.1 Classification Changes	11
4.2 Contract Credit	11
4.3 Course Approval	11-12
4.4 Reimbursement for College and/or University Credit Hours	12-13
4.5 Workshop Credit	13
5.0 District Service Benefits	13
5.1 Sick Leave	13
5.2 Personal Business	14
5.3 Jury Duty	14
5.4 Sabbatical Leave	15
5.5 Bereavement Leave	15
5.6 Parental Leave	15-16
5.7 Family and Medical Leave	16-21
5.8 Short Term Leaves	21
5.9 Long Term Leave	21
5.10 Life and Health Insurance	21-23
5.10A Medical and Child Care Expense Program	23
5.11 Dental Insurance	23

5.12	Retirement Incentives	24-27
5.13	Accumulated Sick Days	27
5.14	Insurance Notification	27
6.0	Additional Provisions	27
6.1	Contract Year	27-29
6.2	Credit for Experience for Pay Purposes	29
6.3	Reduction-In-Force	29-31
6.4	Substitute of Teachers	31
6.5	Satisfactory Service Advancement	31
6.6	Teacher Meetings	31
6.7	Duty Free Lunch Period	31
6.8	Staff and Curriculum Development	32
6.9	Voluntary Curriculum Projects	32
6.10	Reimbursement for Materials and Supplies	32
6.11	Fair Share	32-33
7.0	General Provisions	33
7.1	Lunch Duty	33
7.1A	Bus Duty	33
7.2	Teacher Evaluation	33-35
7.3	Teacher's Personal File	36
7.4	Notification of Assignments	36
7.5	Planning Time	36-37
7.6	Mainstreaming Placement	37
7.7	Class Size	37
7.8	Inclusion of Special Needs Students	37
7.9	Discipline	37-38
7.10	Local Professional Development Committee	38
8.0	Effect of Employing a Principal	38
9.0	Duration of Agreement	38
	ATTACHMENT A - GRIEVANCE FORM	
	ATTACHMENT B - STARTING TEACHER MINIMUM SALARY SCHEDULE	
	ATTACHMENT C - EXTRA DUTY SCHEDULE	
	ATTACHMENT D - SICK LEAVE BANK PROVISIONS	
	ATTACHMENT E - SCHOOL CALENDAR	

1.0 Procedural Items

1.1 Preamble

The Board and the Rosemont Professional Association recognize that the attainment of the educational objective of the District requires mutual understanding and cooperation among the Board, the Superintendent, and the professional teaching personnel. To this end, the free and open exchange of views is desirable and necessary with all parties participating in good faith negotiations leading to the determination of all matters defined as negotiable in Section 1.3, Paragraph B.

The prime purpose of any public educational institution is to provide the best possible education for the community it serves. In order to accomplish this purpose, a top quality Professional Staff must be attracted.

Unity and cooperation, as well as an atmosphere of mutual respect and understanding must exist between two such bodies in order for a sound educational system to evolve.

1.2 Recognition

For the purpose of collective bargaining, with respect to wages, hours, terms and conditions of employment, the Board recognizes the R.P.A. as the sole and exclusive representative for all regularly employed full and part time certified teachers of the Board during the term of this Agreement, excepting only the Superintendent, other full-time administrators, aides and non-certified staff members.

The Board, on its own behalf, and on the 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 laws and the Constitutions of the State of Illinois and of the United States, including, but without limiting the generality of the foregoing, the right; as to sections of the School Code and not in violation of said Code:

- A. To the executive management and administrative control of the school system and its properties and facilities and the School District activities of its employees;
- B. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion;

- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary and advisable by the Board;
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities for School District No. 78, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices, in furtherance thereof may not contravene nor be contrary to the provisions of this Agreement.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibility, and authority under the Illinois General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

- F. The Board agrees not to negotiate with any teachers' organization other than the R.P.A. for the duration of this Agreement; further, the Board agrees not to negotiate with any teacher individually during the duration of this Agreement on matters subject to negotiation or matters defined as negotiable in Section 1.3, Paragraph B, unless mutually agreed otherwise.

1.3 Definition of Responsibilities and Rights

- A. The Board agrees to participate in good faith negotiations with the duly designated representatives of the R.P.A.
- B. Negotiations will cover wages, hours, and other terms and conditions of employment as well as grievance procedure.
- C. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the R.P.A. and the Board for ratification.

- D. Both parties agree to a true binding arbitration approach to the resolution of grievances. Costs will be equally shared by R.P.A. and Board.
- E. There shall be no strikes while the present Agreement is in effect.
- F. The Board agrees that teachers shall have the right to organize, join, and assist the R.P.A., and to participate in negotiations with the Board through representatives of their own choosing. All teachers shall also have the right to refrain from any or all such activities.
- G. As a duly elected body, the Board agrees that it will continue not to discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of his/her membership in the R.P.A., his/her participation in any activities of the R.P.A., or in negotiations with the Board, or to discriminate against any teacher in his/her institution of any grievance, complaint, or proceeding under this Agreement.
- H. The R.P.A. shall have the right to hold general membership meetings on school district property provided such meetings in no way interfere with the instructional program and provided that such meetings entail no additional maintenance or custodial expense.
- I. Both parties agree that matters relating to the supervisor-teacher, Board-teacher, or teacher-supervisor relationships shall not be discussed in the presence of students.
- J. Notification of special meetings shall be provided the R.P.A. in the same manner as that provided the press. The Superintendent shall make available Board agenda and minutes and announcements of special meetings, and on request, all regularly and routinely prepared information concerning the financial condition of the school including the annual financial statement and adopted budget. In addition, the Board and the Superintendent will grant reasonable requests for any other readily available and pertinent information which may be relevant to negotiations. Nothing herein shall require the Superintendent and/or his staff to research and assemble information.
- K. In the case of significant Board authorized curriculum changes, the implementation of significant new teaching techniques, or the addition of new facilities, the Board shall provide and make available, if, as it deems reasonable and appropriate, in-service training, access to information, or other programs to assist in effective implementation.

- L. The Board will continue to implement a program providing the opportunity for teacher involvement in curriculum matters. In order to accomplish this opportunity the following four (4) steps will be followed:
1. When curriculum changes are proposed, the Superintendent works directly with the teachers involved.
 2. After the proposal is developed by the Superintendent and teachers directly affected by the change, the proposal is brought to the faculty as a whole for comment and recommendation.
 3. The comments and recommendation of the faculty are then submitted to the Superintendent. The Superintendent will meet with the teachers who developed the proposal to discuss the comments and recommendations of the faculty.
 4. The Superintendent will then make any modifications to the proposal he deems appropriate and then he/she shall take the proposal to the school board for final approval.

Teachers shall be represented on curriculum committees. Service on such committees is voluntary. The Superintendent shall notify all certified personnel in the District of openings on such committees. Notification of these vacancies shall be posted in this school. The notification shall indicate the amount of the stipend, if any, to be paid to the committee members according to Article 6.8.

An institute planning committee shall be formed for the purpose of planning institute days, in-service programs, and staff development programs. Teacher participation on this committee shall be voluntary. The Superintendent shall make the final determination as to all in-service programs, staff development programs and programs to be conducted on institute days.

- M. When an employee is required to appear before the Board for an informal fact finding executive session, the employee shall be advised in writing of the reasons for the requirement. If the employee feels this appearance could have some adverse affect to his/her employment, he/she will be entitled to have a representative of the R.P.A. present. During the informal fact finding executive session, the Board may have its attorney present, only if the teacher has a representative present, other than another member of the R.P.A.

- N. Whenever the Board of Education adopts any amendments or modifications to the District 78 Board Policy Handbooks, copies shall be distributed to the R.P.A. representative.
- O. Regularly employed part time teachers shall be included in the bargaining unit and subject to the terms and conditions of this agreement. Part time teachers' salaries shall be paid on the percentage that the part time employees' work week bears to the full time employees' work week. Part-time employees who are employed less than 20 hours per week shall not receive life, health and dental insurance provided for under Sections 5.10 and 5.11.
- P. Should any conflicting wording exist between the Board/Union Contract and Board Policy, the Board/Union Contract wording shall prevail.

1.4 Negotiation Procedures

Negotiations shall begin no later than March 15, unless either party requests that negotiations commence earlier in accordance with law.

1.5 Effect of Agreement

- A. The parties agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the R.P.A., for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject during the term of this Agreement.
- B. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles shall remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section or clause.
- C. It is hereby agreed that no certificated teacher nor any organization of employees nor any person acting on behalf of any employee

organization shall engage in or encourage or support any strike, slowdown, or other concerted refusal to render uninterrupted services in District No. 78 during the effective dates of this Agreement. The R.P.A. hereby agrees not to engage in, encourage or support any cessation of work, slowdown or other concerted refusal to render uninterrupted services in the School District or to engage in or support any activity which disrupts operation of the Rosemont School District No. 78 during the effective dates of this Agreement.

- D. The Board of Education of District No. 78 and the R.P.A. agree to cooperate in the development and maintenance of a single negotiated agreement. The negotiated document will become the only written agreement between the two agencies. Upon approval of this Agreement by the Board of Education of District No. 78 and the R.P.A. of District No. 78 all previous agreements become null and void.

1.6 Grievance Procedure

- 1. The Board of Education may adopt rules and regulations not in conflict with the terms of this agreement governing the conduct of teachers.

A grievance is a complaint that there has been a violation, a misrepresentation, or a misapplication of any provision of this agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this process:

- A. Failure to re-employ, or the termination of the services of any probationary teacher, save for the alleged non-compliance with the procedural requirements of the evaluation article.
 - B. Any claim or complaint for which there already exists other remedial procedures established by law or regulation having the force of law, including the Illinois Teacher Tenure Act, and with respect to which the R.P.A. and/or the aggrieved individual chooses to pursue any other available remedial procedure.
- 2. A grievance may be initiated by a teacher or by a representative of the R.P.A. in the case of a grievance alleging contract violation and not involving the complaint of a specific single teacher.
 - A. The teacher with a grievance shall first discuss the matter with the Superintendent with the assistance of his/her

representative from the R.P.A., if he/she so desires, with the objective of resolving the matter informally. A grievance may also be discussed on behalf of a teacher or teachers by the R.P.A. representative.

- B. If the grievance cannot be resolved informally, the teacher or the R.P.A. may file the grievance in writing, this to be presented to the Superintendent within 20 working days from the occurrence of the event giving rise to the grievance, or within 10 working days of the conclusion of the informal discussion. The written grievance shall note all clauses of the contract which it is alleged have been violated, and shall state with specificity the rationale for the claimed violation with respect to each clause so cited. The Superintendent shall answer this grievance in 10 working days in writing, submitting a copy to the teacher and to the R.P.A. representative.
- C. If the R.P.A. disagrees with the decision of the Superintendent, it shall notify the Superintendent within ten (10) working days after the date of the Superintendent's decision that the R.P.A. desires to have the grievance processed to the Board of Education for a decision. Every effort shall be made to process grievances and conduct the grievance procedure during non-school hours.
- D. If the teacher, in a single teacher grievance, or the R.P.A. in a group grievance does not agree with the Board decision, they may request arbitration of the grievance within twenty (20) working days from the day of the Board's decision.

The parties agree to use the services of the American Arbitration Association or the Illinois Education Labor Relations Board or Federal Mediation and Conciliation Service.

The arbitrator shall resolve all grievances on the basis of the existing agreement and shall have no power to make any decisions which would be contrary, inconsistent with or modify the terms of this agreement or any salary schedule thereof or any applicable law.

- E. If a grievance is the result of an action by the Superintendent or the Board then the initial step in the grievance procedure shall be for the grievance to be considered by the Superintendent or the Board.

3. A grievance form shall be Attachment A.
4. Time limits stated in the grievance procedure may be waived by mutual consent of the parties to the contract.
5. This grievance procedure is designed to insure adequate consideration and appropriate solution of grievances. Nothing in the procedure should be construed to inhibit the continuation of rapport and informal discussion between teachers, the Superintendent, and the Board.

1.7 Leadership Meetings

At the request of either party, the Superintendent and an R.P.A. representative will meet regularly during the regular school year at a time convenient to both parties.

1.8 Union Days

The Union president or his/her designee shall be granted up to three days of released time annually to conduct union business. The teacher shall use personal business days for union business.

2.0 Basic Payment Plan

2.1 Salaries

- A. Each teacher employed by the school district for the 2005-06 school year shall receive a 3.5% increase over what they were paid in salary for the 2004-05 school year.

Teachers shall receive the following salary increases:

Each teacher employed by the school district for the 2006-07 school year shall receive a 3.5% increase over what they were paid in salary for the 2005-06 school year.

Each teacher employed by the school district for the 2007-08 school year shall receive a 4.0% increase over what they were paid in salary for the 2006-07 school year.

Each teacher employed by the school district for the 2008-09 school year shall receive a 4.0% increase over what they were paid in salary for the 2007-08 school year.

Each teacher employed by the school district for the 2009-10 school year shall receive a 4.0% increase over what they were paid in salary for the 2008-09 school year.

In addition to the percentage increases specified above, the salary of each teacher whose salary was less than \$50,000 during the preceding school year shall also be increased by the following amounts:

For the 2005-06 School Year:	\$2,000
For the 2006-07 School Year:	\$1,500
For the 2007-08 School Year:	\$1,500
For the 2008-09 School Year:	\$1,500
For the 2009-10 School Year:	\$1,000

If a teacher is entitled to receive a fixed increase as well as a percentage increase because the teacher's salary was less than \$50,000 during the preceding year, then the percentage salary increase shall be calculated based on the sum of the previous year's salary and the amount of the fixed increase that the teacher is entitled to receive.

Each teacher who changes salary classification category (or lane) at the beginning of the school year shall receive an additional 3% increase over their prior year's salary. For purposes of this agreement, salary classification categories are:

BA,
BA+15 credit hours beyond hours required for a BA,
MA,
MA+15 credit hours beyond hours required for an MA, and
MA+30 credit hours beyond hours required for an MA.

Changes in salary classification category are subject to the provisions of Sections 4.1, 4.2 and 4.3 of this Agreement.

The salary increase for a teacher who teaches less than 91 school days during a school year shall be based on the salary the teacher was paid for the last school year when the teacher taught 91 or more school days except that tenured teachers who are involuntarily reduced to a part time position, shall receive the same percentage salary increase they would have received had they not been involuntarily reduced to part-time status.

- B. The minimum salary for the first year a teacher is employed shall be as set forth in the schedules attached as Attachment B for teachers who are first employed by School District 78 after July 1, 2005.

