

1.1 Recognition

The Governing Board of Rural Champaign County Special Education Cooperative (RCCSEC), Champaign County, Illinois, recognizes the RCCSEC Education Association-IEA-NEA (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all professional educator licensed (PEL) employees and non-certificated employees (hereinafter referred to as the "employee") exclusive of supervisors, administrators, confidential employees and hourly contractual personnel. Professional educator licensed employees include psychologists, social workers, hearing/vision/special education teachers, at-risk teachers, educational diagnostician, and speech/language therapists. Non-certificated employees include COTAs, PT assistants, teacher aides, secretaries, and personal aides.

1.2 Definitions

In order for an employee to advance on the salary schedule and/or to be entitled to benefits in whole or part as provided for in this Agreement, the following criteria shall apply:

- a) the employee must begin his/her service to the Cooperative on or before the first day of the second semester of a school year in order to advance a step on the salary schedule in the following school year;
- b) an employee hired after July 1, 2003, who when hired is expected to be employed for at least one semester and work an average of 30 hours per week or more, shall be entitled to receive benefits as provided for in Section 7.7 of this Collective Bargaining Agreement on a basis proportional to the employee's employment percentage. The employee shall contribute on a timely basis, the cost of the benefits not paid by the Cooperative. In each instance, the employee must be eligible to participate under the requirements of the benefit plan with the carrier or provider.

The percentage time of employment is calculated on the number of hours assigned in a work week in comparison with the daily work hours projected for a week as assigned to each classification of employees by site under this Agreement.

ARTICLE II: NEGOTIATIONS

2.1 Framework

Either party desiring to negotiate a successor agreement shall give the other party a written notice no later than April 1st of the last year of the Agreement. This notification will serve as a demand to bargain pursuant to the Illinois Educational Labor Relations Act (IELRA). Meetings will be held as necessary at times and places agreed to by both parties.

2.2 Authority

Each team shall be responsible for selecting its negotiators. The parties mutually pledge that representatives selected by each shall have the authority to make proposals, consider proposals and compromise in the course of negotiations. It is recognized that no final agreement between the parties may be executed without ratification by the Board and the Association.

2.3 Good Faith

Both parties understand and agree to negotiate in good faith. For the purpose of this process the parties agree "good faith" means the parties will consider proposals and counter-proposals presented by either side and will make an effort to arrive at an agreement. It does not imply that either party must make concessions or capitulate in part or totally regarding matters under consideration.

2.4 Information

The Board/RCCSEC Special Education Director shall make available to the Association pertinent documents to aid the Association in the conduct of negotiations. These shall include seniority lists, proposed budget, salary scattergrams, financial audits and a list of employees.

2.5 Printing of Contract - Costs and Distribution

If the parties mutually agree, within thirty (30) days after agreement is reached on all issues, the Agreement shall be printed with the cost to be shared equally. If the Board objects to the proposal for printing, the Association shall prepare the Agreement in final form at its expense and submit a copy to the Board.

2.6 Mediation

It is agreed that the parties will jointly request the Federal Mediation and

Conciliation Service (FMCS) if either party to this Agreement determines that the assistance of a mediator would be helpful. If FMCS does not act as a mediator the parties may mutually agree on a third party. If there is no agreement on such a third party, the Illinois Educational Labor Relations Board (IELRB) shall be notified of the need for a mediator. A request for mediation by either party shall be considered a joint request.

2.7 Contractual Amendments

The parties may modify or amend this Agreement by mutual consent. Such changes shall be reduced to writing, ratified and signed by the parties and become an amendment to this Contract.

2.8 Interim Negotiations

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties, and that the understandings 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 Association, for the life of this Agreement, with respect to any matter which has been the subject of a proposal by either side and therefore a subject of the bargaining process, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice or custom to negotiate or re-negotiate over any such matter during the term of this Agreement.

The parties agree that during the term of this Agreement any issues not discussed during the bargaining sessions which impact on the terms and conditions of employment can be bargained.

The parties may at any time mutually agree to alter, change, add to, delete or otherwise voluntarily modify this Agreement in writing.

ARTICLE III: EMPLOYEE RIGHTS

3.1 School Code Rights

Nothing herein shall be construed to deny any employee his/her rights under The School Code of the State of Illinois or under other applicable laws and regulations.

3.2 Right to Representation

When an employee is required to appear before the Board or the Administration concerning any matter which could lead to a reprimand, suspension or termination of employment, the employee shall be given reasonable, prior written notice of the reasons for such a meeting or interview, and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

Annually, the Association shall provide the Board and Administration a list, including addresses and phone numbers, of available grievance representatives. The list shall be in the order the representatives are to be contacted. The requirement of a prior written notice is waived in an emergency situation, which includes a matter, which may be the subject of an investigation by law enforcement agencies and/or the Department of Children and Family Services.

3.3 Personnel File

Each employee shall have the right, upon request, to review the contents of her/his personnel file during the normal workday, with the Director or his or her designee, and to photocopy non-privileged documents contained in his/her personnel file.

3.4 Right to Organize

Employees shall have the right to organize, join and assist the Association in professional negotiations with the Board with respect to this Agreement. Employees also have the right to refrain from such activities. Neither the Board nor Association shall discriminate against any employee for reason of membership or non-membership in the Association, participation in negotiations with the Board, or in the institution of any grievance, complaint or proceeding under this Agreement.

3.5 Nondiscrimination

The Board and the Association agree that they will not practice discrimination or discriminate against any employee because of race, creed, color, national origin,

physical disability, religion, sex, marital status, age, gender preference, membership or non-membership, in the Association.

ARTICLE IV: ASSOCIATION RIGHTS

4.1 Dues Deduction

Employees shall have the right to payroll deduction of Association dues. Under such an arrangement an amount shall be withheld from each regular payroll period, which is equal to the pro rata share of the annual dues. All deductions will begin within ten (10) calendar days after the receipt of a list of members from the Association who have authorized dues deduction. All deductions will be completed by the last regular paycheck in May. Such withholding shall be forwarded to the Association within ten (10) calendar days of the withholding. All dues deduction authorizations will continue in effect unless the Association requests such authorization be withdrawn.

4.2 Copies of Board Minutes

The Board agrees to email a representative designated by the Association notices of meetings, the Board agenda and officially approved open session minutes. Other data to be available to the Association shall include the annual budget and annual audit no later than ten (10) business days after the official adoption/passage thereof.

4.3 Use of Central Office Facilities

The Board agrees to make available the Central Office building, the equipment and bulletin boards for use by the Association for its business and activities subject to the prior consent of the Director or the Director's designee. Such use shall not interfere with the ongoing activities and programs of the Cooperative.

4.4 Committee Composition

When the Board establishes a committee, which involves the selection of a director, the Association will be asked to provide input prior to selection.

4.5 Fair Share

All present employees shall have the option as to whether or not to join the Association and whether or not to pay Association dues. Each employee hired after the date of this Agreement, as a condition of his/her employment, on or before thirty (30) days from the date of his/her hiring, shall join the Association or, in the alternative, pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and

national dues. In the event the employee does not pay his/her Fair Share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the nonmember in accordance with the Illinois Educational Labor Relations Board (IELRB) rules and regulations.

Such fee shall be paid to the Association by the Board no later than ten (10) days following deductions. The obligation to pay a fair share fee will not apply to any member who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable, non-religious, charitable organization as per Association policy and the rules and regulations of the IELRB.

The Association agrees to defend, at its own expense and through its own counsel, indemnify and hold the Board, its members and agents, harmless from any and all claims, causes of action, demands, damages, liabilities, fines and penalties arising out of the Board's compliance with this section, provided: (1) the Board gives reasonable written notice of such action to the Association and permits Association intervention as a party if it so desires, and (2) the Board cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

4.6 Board Consultation with Association

The Association shall be provided an email electronic file of an agenda for each Board meeting. In the event that a Board meeting date or time is changed, the Association shall be notified in a timely manner of such change. If the Association wishes to make a presentation to the Board on an agenda item with respect to fiscal, budgetary or tax programs, construction programs, annexation or consolidation plans, or revisions of employee policy, a representative shall be given the opportunity to address the issue at the Board meeting. The Association may have one representative present at all Board meetings, and said attendance shall not count against the days of Association leave under Section 4.8 of this Agreement.

4.7 Association Leave

The Board shall provide a total of six (6) days of Association leave per school year to be utilized at the discretion of the Association for attendance at IEA-NEA conferences, workshops, legislative hearings and other Association business. No

one person shall use Association leave more than three (3) days unless it is the Association President.

Attendance at a grievance or arbitration hearing is not considered Association leave, but besides the grievant only one (1) Association representative shall be present for a grievance hearing unless an Association member is required as a witness.

The cost of a substitute, if a substitute cost is incurred by RCCSEC, for the Association member on leave shall be borne by the Association at the current substitute rate of the district that the Association official is assigned.

The Association shall give a minimum of ten (10) days notice to the Director if Association leave is to be used. This notice requirement includes attendance at arbitration hearings. This notice requirement may be waived at the discretion of the Director.

ARTICLE V: GRIEVANCE PROCEDURE

5.1 Definition

Any claim by the Association, any employee, or group of employees that there has been a violation, misrepresentation or misapplication of the terms of this Agreement shall be a grievance.

5.2 Conditions

- A. All time limits consist of school days.
- B. The grievant has a right to request that an Association representative be present at any step of the grievance procedure. The supervisor or Director shall notify the grievant of this right.
- C. It is agreed that the processing of any grievance shall be conducted so as to result in no interruption of the instructional program and related work activities.
- D. Grievance related activities shall be conducted outside of the work day.
- E. With administrator approval, the union may use an Association Day to cover these activities.

5.3 Procedure

A grievance shall be processed as follows:

Step 1: The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications.

Step 2: If the grievance is not satisfactorily resolved at the informal level, the employee and/or Association shall reduce the grievance to writing. The written grievance shall specify the article(s) of the Agreement that are alleged to have been violated. It shall also state a complete explanation of the full facts giving rise to the grievance. The grievance shall be submitted to the immediate supervisor within twenty (20) school days after the event, giving rise to the grievance. Within five (5) school days of the receipt of the written grievance by the immediate supervisor, said supervisor shall arrange a meeting with the grievant to discuss the grievance. Within five (5) school days of the meeting, the grievant and the

Association shall be provided with the supervisor's written response including the reasons for the decision.

Step 3: If the grievance is not resolved at Step 2, the grievant and/or Association may refer the written grievance to the Director or his/her official designee within ten (10) school days after the receipt of Step 2 answer or within eight (8) school days after the Step 2 meeting, whichever is the latter. The Director shall arrange with the grievant for a meeting to take place within five (5) school days of the Director's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) school days of the meeting, the Director shall render a written reply.

Step 4: If the grievant is not satisfied with the disposition of the grievance at Step 3, or time limits expire without issuance of the written reply, the Association may submit the grievance to final and binding arbitration through the Federal Mediation and Conciliation Services (FMCS) by giving written notice of such an appeal within thirty (30) school days after receipt of the Step 3 answer or expiration of the time limits for the Step 3 answer. Such arbitration shall be in conformance with the rules of the American Arbitration Association (AAA).

The arbitrator shall submit his/her decision and remedy in writing according to the rules of the AAA. The fees and expenses of the arbitrator shall be divided equally between the Board and the Association. Each party shall be responsible for compensating its own representatives/ witnesses.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement, but the arbitrator shall have the right to award remedies that are appropriate and just.
- B. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of this Agreement based on the specific issue(s) submitted in writing to the arbitrator by the parties. The arbitrator shall have no authority to make a decision on any issue not submitted or raised.

5.4 Bypass to Director/Superintendent

If the grievant and/or Association and the Superintendent/ Director agree, Step 2 of the grievance procedure may be bypassed and the grievance brought directly to Step 3.

5.5 Class Grievance

Class grievances involving one or more employees, and grievances involving administrators above the building level may be initially filed by the Association at Step 3.

5.6 Association Participation

The Board acknowledges the right of the Association to be present at any stage of the grievance procedure.

5.7 No Reprisals

No reprisals shall be taken by the Board or the administration against any employee because of his/her participation in a grievance.

5.8 Withdrawal

A grievance may be withdrawn at any level without establishing a precedent.

ARTICLE VI: WORKING CONDITIONS

6.1 Length of Work Day

- A. Full-time employees shall follow their assigned building hours. Any full-time professional worker employed by the Cooperative who spends more than fifty percent (50%) of his/her time in one Member District shall not be required to work a different teaching schedule than the other professional workers in that Member District. Employees may be required to attend multidisciplinary eligibility conferences, IEPS, late stays, due process procedures, writing reports, open house, in-service, parent meetings and other functions, activities, events or responsibilities outside the normal work day hours if required by the administration. There shall be no compensation for such matters beyond the work day established herein unless specified otherwise in the Agreement. Administration, at its discretion, may also shorten the work day for special events or other matters. Specific hours will be determined by the supervisor.
- B. Non-certified personnel who are full-time, work 7.0 hours, excluding a duty free lunch. Hourly employees shall be paid overtime at time and one-half for time worked over 40 hours in a work week, but only if the overtime has been pre-approved by the Director or Designee. In addition, hours worked over the 35 hour work week must be pre-approved by the Director or Designee.
- C. Secretarial staff hours shall be a 7.5-hour workday in staggered assignments between the hours of 6:00 a.m. – 4:00 p.m.

The Director or designee shall assign work assignments on a yearly basis to cover three shifts, the first being 6:00 a.m. to 2:00 p.m., the second being 7:30 a.m. to 3:30 p.m. and the third being 8:00 a.m. to 4:00 p.m.
- D. Nothing herein prevents an early dismissal as determined by the Director prior to holidays and vacation.

6.2 Duty-Free Lunch and Preparation Periods

- A. All employees shall have a duty-free lunch period of no less than thirty (30) minutes during each workday.
- B. Secretarial staff shall have a forty-five (45) minute lunch period and two (2) fifteen (15) minute breaks, one (1) taken in the morning and one (1) in the

afternoon.

- C. Hearing/vision itinerants, COTAs and PTAs shall have one-half (1/2) day per week as a preparation period.
- D. Psychologists, speech language pathologists, and social workers shall have seven (7) hours of weekly office time, or a prorated amount based on their employment percentage, to be served within their assigned district unless otherwise arranged with supervisor.
- E. Professional educator licensed employees within the Spectrum and Connections programs shall have preparation periods in the same manner, as feasibly possible, as the preparation periods for other certified staff in the same building. In any event, however, the preparation period shall not be less than thirty (30) minutes per day.

6.3 Employees and Traveling Time

Travel time shall not infringe on duty-free lunch periods.

Traveling time shall be scheduled to allow time for adequate take-down time and clean-up at one work site, travel time (taking into account inclement weather) and adequate set-up time at the next work site.

6.4 School Calendar Year

- A. Employees following a district calendar shall follow the Holidays of that district, unless otherwise approved by the Director. In the event an emergency school closure, employees shall follow the schedule in which they are assigned for that day.
- B. Part-time employees shall work the number of days agreed upon by the employee and the Director and as so indicated on their Notice of Assignment.
- C. Secretarial staff calendars shall be annually assigned by the administration.
- D. Current employees shall have the first chance to apply for work beyond the regular school term. All bargaining unit and extended school year job positions shall be posted on the RCCSEC website. Employees with whom agreement is made to work beyond the designated calendar year will be paid at a rate determined by the Board, which rate shall be the same for

RCCSEC employees and outside applicants. The employee must be properly certified and/or qualified to do the job assignment. The Director shall have the right to fill the position on a temporary basis before the posting period expires if an emergency occurs.

E. The RCCSEC office calendar will be provided by the administration.

6.5 Emergency School Closing

In the event of an emergency school closing the employee will follow that District's decision regarding school closing or early dismissal if the employee is in attendance in that District during that day. It is at the Director's discretion to close the office due to emergencies for staff permanently assigned to RCSSEC office facilities. Employees may work at the Cooperative office with the Director's permission in the event their scheduled work site is closed due to an emergency school closing.

6.6 Facilities

The Board recognizes the need to furnish adequate office and classroom facilities for its employees to the extent space is available at the Central Office and at the assigned work sites. If an employee has a complaint about his or her office and/or classroom, the employee shall make said complaint in writing, and in said complaint suggest what alternatives might be available as a possible remedy. The Board, through its Director, shall review the complaint and investigate all alternatives, including those suggested by the complainant. The Board shall reply to the complaint and explain what possible solutions exist, if any. The Board agrees, within these guidelines, to make a reasonable attempt to make available, or to advocate for, adequate office and classroom facilities for its employees.

6.7 Reduction in Personnel

A. Professional educator licensed employees.

The Board shall adhere to the statutory procedures pertaining to the honorable dismissal of certified employees set forth in Section 24-12 of The Illinois School Code. Certified employees shall also be recalled in accordance with the provisions of Section 24-12.

B. Educational Support Personnel (ESP)

(1) If total years of continuous service in a category of position in the RCCSEC are equal between two or more ESPs, then the order of

dismissal and/or recall will be based on the affected ESPs' total years of service in the current position, whether or not continuous, or any similar position outside the RCCSEC. Years of service for similar positions outside the RCCSEC shall be calculated as the number of years granted by the Board to the individual for the purposes of the individual's initial placement on the salary schedule. The determination of whether a position was the same as or similar to an individual's current position shall be made solely by the Board after comparing the legal requirement, job description, and applicable skills of the current position with the former position.

- (2) If a tie remains after the application of the procedures as described above, then the order of dismissal and/or recall will be determined based on the date of the Board meeting at which the affected ESPs were hired.
- (3) If a tie remains after the application of the procedures as described in 1 and 2 above, then the order of dismissal and/or recall will be determined based on the order the affected ESPs are listed on the Board agenda for the Board meeting at which they were hired, with those being listed first on the Board agenda having seniority over those listed later on the agenda.

C. Reductions in force within a category of position shall be made in reverse seniority order, with the least senior full-time ESPs in the category being removed first until the necessary reduction has been made, provided more senior full-time ESPs within the category are qualified to hold the positions of the less senior full-time ESPs. In determining an employee's qualifications for purposes of reduction-in-force, the Board shall consider any statutory or regulatory employment pre-requisites and the specific skills required for the position as determined by the Board in its policies, rules, regulations, or job descriptions.

D. The Parties also recognize that part-time ESPs shall not accrue seniority or recall rights and may be non-reemployed in any order.

6.8 Seniority List

The Director or his/her designee shall annually compile and post a seniority list of all employees within the bargaining unit. A copy of the seniority list shall be forwarded to the Association President or his/her designee not later than February 1.

Educational Support Personnel (ESP)

Full-time ESPs shall be ranked by their seniority within the following categories of position:

1. Teacher Aides
2. Certified Occupational Therapy Assistant
3. Physical Therapy Assistant
4. Clerical
5. Braille Assistant

For full-time educational support personnel employees, the length of continuous service in the RCCSEC as utilized in Section 10-23.5 of the School Code for seniority purposes will be defined as follows:

Years of continuous full-time service in a category of position in the RCCSEC, beginning from the first working day in such category of position in the RCCSEC. 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 service. If an employee transfers from one category to another, the employee shall not retain seniority in the category from which he/she transferred and shall not be entitled to apply any previously accrued seniority to his/her new category of position.

6.9 Discipline of Students

If an RCCSEC employee, while working in a District, is in a situation that involves student discipline, he/she shall follow the policy of that District.

6.10 Employee Keys to Building

Necessary employee keys for the Cooperative offices will be furnished to the employees. Employees will sign for and will be responsible for the keys.

6.11 Staff Meetings

The Director shall notify all employees of scheduled meeting(s) five (5) working days in advance of such meeting(s) except for an emergency situation.

Employees shall have the right to submit written agenda items to the Director.

6.12 Requisition Policy

Employees will be notified in writing of the next year's supply and equipment budget after final board approval.

6.13 Assignments

Employees shall be ensured input in decisions regarding employee assignments. Every effort will be made to provide year-to-year continuity and consistency in individual assignments.

6.14 Vacancies and Transfers

- A. A list of all vacancies within the Cooperative shall be kept at the Director's office and shall be available to all employees upon request. A vacancy will be added to the list when the Board creates the vacancy. When school is in session, all vacancies caused by death, retirement, discharge, resignation or creation of a new position shall be publicized to employees pursuant to the following procedure:

A vacancy shall first be posted in the Cooperative office and sent via email to the Union President the first day of said posting. Said vacancy shall be posted in written form on the Coop bulletin board for a period of ten (10) work days and emailed to the Association President on the first day of posting. Upon RCCSEC administration and RCCSEC Association agreement, the period of 10 days may be reduced when a position must be filled immediately.

1. The notice of vacancy shall set forth the qualifications for the position and the deadline for application.
 2. During the posting period, employees may apply for the vacancy in writing with the Director within the time limit specified in the notice.
 3. The posting requirement of this section shall be applicable during the school term. During the summer non-school period the Director shall provide the Association President of each vacancy.
- B. Involuntary transfers will be made in case of emergency or to advance the educational program in the best interests of the students and programs serviced by the Cooperative as determined by the Board. If an employee does not agree with the transfer, he/she shall have the option to resign

without prejudice.

- C. In any event, the filling of vacancies and the making of involuntary transfers shall be in accordance with The Illinois School Code.

6.15 Employee Evaluation

All parties agree that the primary objective of the evaluation is to improve the quality of employee service.

- A. The Director and/or supervisor in a specific program shall be responsible for the evaluation of all employees and if a contractual employee is involved in the evaluation process, the Director will participate in the evaluation and sign off on the same.
- B. All evaluations must be directly based on the employee's job description.
- C. Professional educator licensed employees shall have an evaluation cycle once per year during the probationary period of (4 years), and then at least once every other year.
- D. Non-Certified employees shall be evaluated at least once during the first four (4) years of employment and once every two years thereafter.
- E. Retired professional educator licensed employees shall be evaluated once per year on an annual basis.
- F. All evaluations should consist of the following components:
 - 1. Pre-Observation Conference - To review job description, evaluative criteria and to set goals.
 - 2. Observation.
 - 3. Post-Observation Conference - Within ten (10) working days of the observation.
 - 4. Written Evaluation - The employee shall be given a copy of each written evaluation at least 24 hours prior to the post-observation conference. Employee shall sign a copy of the evaluation to signify having received a written copy of the evaluation. Such signature does not necessarily indicate agreement with the evaluation.

5. Employee's Response (optional) - The employee shall have the right to respond, in writing, to the written evaluation and have the response attached to the evaluation in his/her personnel file.

If the written evaluation finds the employee to be deficient, it shall specify the reasons. The evaluator shall verbally make recommendations for correction or improvement, recognizing that the employee is primarily responsible therefore.

6.16 Job Descriptions

A job description, which lists the duties of the job assignment for which the applicant is applying shall be given to all prospective new employees at their initial interview. If the person is then hired, the authorized representative of the Employer and the new employee shall then sign the job description and it shall be placed in his/her personnel file.

The Association President or designee shall be provided all revisions of job descriptions prior to Board approval.

6.17 Complaints Regarding an Employee

Any complaint against an employee deemed by the Director to justify action against the employee shall be brought to the attention of the employee involved. The Director will schedule a conference to assist such employee in an attempt to resolve the issue in such a complaint. When requested in writing by the employee, and when deemed appropriate by the Director, a conference between the complaining party and the employee involved will be scheduled.

No action against the employee shall be initiated by the Board/Director against such employee based upon said complaint until a conference between the complaining party and the employee has been held except in a case of an emergency, or if the complaining party is not within the Board's jurisdiction or refuses to attend. The employee may, at his/her option, have representation as he/she desires at any such conference.

Complaints that have not been investigated but which are determined by the Board or its representative to have no validity, shall not be placed in the employee's personnel file.

The provisions of this article requiring a conference between the employee and the complainant shall not apply if the subject matter of the complaint and/or

investigation is one which may also involve an investigation by law enforcement agencies and/or the Department of Children and Family Services for the State of Illinois.

6.18 Employee Discipline

Each non-certified employee hired into a new position shall receive a probationary period of (4) four years.

6.19 Substitutes

1. Administration will annually provide a "substitute list" to all certified and non-certified employees who may need substitutes throughout the year.
2. Professional educator licensed employees and Non-Certified employees will seek to find substitutes for planned and scheduled absences such as (appointments, conferences, personal leave, etc...). If no substitute is found, after exhausting all possibilities for substitutes, the employee will contact administration or administrative designee to assist in finding a substitute.
3. In the event of an illness, or emergency, the employee will contact the administration or administrative designee as soon as possible to indicate an absence will occur. In this event, the administration or administrative designee will coordinate the securing of a substitute for the employee.
4. Teachers shall, by the end of the first week of the school year, create an "emergency substitute file" to be kept in the classroom and accessible to substitutes. A copy of the substitute plans shall be given to the immediate supervisor. The file will include at a minimum, three days of lesson plans and activities, important student information, daily routines, school year calendar, emergency contact information, and other information as directed by administration

ARTICLE VII: FRINGE BENEFITS

7.1 Employee Benefits

Fringe benefits available to, or provided for, employees shall be the same as those available to the employees at the time of this agreement, except as otherwise provided for in this Agreement. It is understood for the term of this Agreement these fringe benefits shall be listed in this agreement. Fringe benefits shall be defined as including health and accident insurance, flexible benefit plans, term life insurance and cancer indemnity and hospital intensive care.

7.2 Tax Sheltered Annuities

The employees shall have available to them a tax sheltered annuity on the same terms as, and consistent with, a tax sheltered annuity offered and made available by the administrative district for the Cooperative.

7.3 Flex Time

Flex time will be given to professional salaried employees for required Parent Education/Involvement Activities within the Spectrum Program.

Flex time will be given to professional salaried employees for training and activities mandated by administration.

Flex time will be given to professional salaried employees for IEP meetings starting at 7:30 a.m. (up to 30 minutes) and for time spent past 4:00 at IEP meetings.

7.4 Exchange Days

For those RCCSEC employment positions that do not require the utilization of substitutes, RCCSEC agrees to grant the use of five (5) exchange days which would allow the qualified RCCSEC employee to be absent for up to five (5) days during the school year if in exchange the RCCSEC employee is in attendance in his or her employment capacity for the same number of days absent during the school year, up to five (5) days, immediately after the conclusion of the school year when the RCCSEC Central Office is open or during any scheduled breaks in a school year when the RCCSEC Central Office is open. Any use of exchange days requires prior approval of the Director. Exchange days may be taken in half days and/or full day increments.

7.5 Mileage Reimbursement

For those members who are required to travel to more than one school, district and/or community per week, the following mileage reimbursement policy shall apply. Mileage will be calculated from the employee's first assignment of the day to the last assignment of the day and shall include all miles traveled in between stops. Mileage charts will be provided and should be used for all reimbursement calculations listed. Mileage shall be reimbursed at the IRS rate as of July 1 of each fiscal year.

Requests for mileage reimbursement shall be submitted monthly. A schedule of due dates will be generated by the Bookkeeper at the beginning of the school year. Late claims will not be paid until the next month. All travel must be submitted by the last date given each school year. Claims submitted after this date will not be paid.

Other employees who are not so required to travel shall be reimbursed for mileage traveled on pre-approved RCCSEC business.

7.6 Tuition Reimbursement

The Board shall reimburse, upon application, any employee who successfully completes a course or courses of instruction with at least a "B" grade average or pass (in a pass/fail course) in each course at an accredited education institution, which course will be a credit towards a degree or certification in the special education field of study. The amount of the reimbursement shall not exceed \$450 per semester hour or \$1350 in any fiscal year (July 1-June 30 of the current fiscal year). The reimbursement shall be made within thirty (30) days after proof is furnished to the Director of a successful completion of the course work. The Director must approve course work in advance.

7.7 Retirement Bonus

A retirement incentive plan shall be made available to any eligible regular non-certified and certificated staff member.

A. Eligibility and Notice

1. To be eligible, the regular professional educator licensed/non-certified staff members must have served in the district for a minimum of fifteen (15) years preceding his or her retirement. Employee will have completed 15 years by the end of the retirement date.
2. Regular professional educator licensed/non-certified staff members must

be eligible to receive retirement pension benefits through the Teachers' Retirement System of the State of Illinois or IMRF.

3. The regular staff member shall provide written notice to the Executive Director of his or her intention to retire and participate in the program up to four (4) years prior to the first day of August of their final year of active service. The Board shall approve the request and notify the regular staff member within thirty (30) days of the receipt of this notice of intention to retire provided that all conditions of this section are met.
4. The employee is expected to work through the school year noted as the retirement date on the irrevocable letter. The employee shall refund the retirement bonus amount if the employee resigns prior to that date.
5. The retirement eligibility requirements for the FY 2017 year shall be:

To be eligible for any of the following Plans, an employee must be eligible for a non-discounted retirement annuity with his or her respective retirement system (TRS or IMRF), with no ERO or other penalty to the District.

The Cooperative shall require proof of eligibility.

B. Retirement Benefit

One Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to August 1 stating that he/she shall retire at the end of the next school year, the employee will be removed from the salary schedule and for the final year of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior year of employment.

Example: The employee's prior year TRS creditable earnings were \$40,000.00. The employee's final year TRS creditable earnings will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$).

Two Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to August 1 two (2) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final two (2) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%)

over the employee's TRS creditable earnings for the prior years of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to August 1, 2016, stating he/she will retire on June 30, 2018. The employee's TRS creditable earnings for the 2015-2016 school year were \$40,000.00. The employee's TRS creditable earnings for the 2016-2017 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The employee's TRS creditable earnings for the 2017-2018 school year will be \$44,944.00 (i.e., $\$42,400 \times 1.06 = \$44,944.00$).

Three Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to August 1 three (3) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final three (3) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to August 1, 2016, stating he/she will retire on June 30, 2019. The employee's TRS creditable earnings for the 2015-2016 school year were \$40,000.00. The employee's TRS creditable earnings for the 2016-2017 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The employee's TRS creditable earnings for the 2017-2018 school year will be \$44,944.00 (i.e., $\$42,400 \times 1.06 = \$44,944.00$). The employee's TRS creditable earnings for the 2018-2019 school year will be \$47,640.64 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$).

Four Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to August 1 four (4) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final four (4) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to August 1, 2016, stating he/she will retire on June 30, 2020. The employee's TRS creditable earnings for the 2015-2016 school year were \$40,000.00. The employee's TRS creditable earnings for the 2016-2017 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The employee's TRS creditable earnings for the 2017-2018 school year will be \$44,944.00 (i.e.,

$\$42,400 \times 1.06 = \$44,944.00$). The employee's TRS creditable earnings for the 2018-2019 school year will be $\$47,640.64$ (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$). The employee's TRS creditable earnings for the 2019-2020 school year will be $\$50,499.08$ (i.e., $47,640.64 \times 1.06 = \$50,499.08$).

C. Miscellaneous

Once an irrevocable letter of retirement is submitted, the employee will not be assigned any additional extra-duties or TRS reportable duties not currently being performed without the consent of the employee. Nothing in this provision shall prevent a non-certified employee from working any approved overtime; however, no overtime work or wages shall be used to calculate the retirement incentive or increases.

To be eligible for continued payment for stipends, extra days, extended employment or any other extra duties beyond the contract year during this period, the employee must continue to work such activity or stipend. If the employee does not continue to perform such duties, their earnings will be reduced accordingly during participation in this retirement incentive.

In the event an employee has submitted his/her timely irrevocable letter of retirement but fails to meet the eligibility requirements because of illness or life changing circumstances, the Board, in its sole discretion, may allow the employee to rescind his/her letter of retirement, provided the employee returns to the Board any TRS creditable earnings paid to the employee in excess of the amount the employee would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.

7.8 Health Insurance

For the 2016-2017, 2017-2018 and 2018-2019 school year, the Board will pay the cost of the premium for single health insurance up to \$600 per month for each employee electing such insurance coverage. The employee shall pay the remaining premium for single health insurance coverage elected. If an employee elects to enroll in family coverage, the employee shall pay the difference between the cost of the single premium and the family coverage premium.

ARTICLE VIII: LEAVES

8.1 Sick Leave

- A. Each employee shall be entitled to a certain number of sick leave days without loss of pay or benefits pursuant to a tiered system in accordance with the following schedule:

<u>Number of Years in District</u>	<u>Sick Leave Days</u>
1-5	12
6-10	13
11-15	14
16+	15

Part-time employees will receive a prorated amount of sick leave days proportionate to the percent of full-time employment.

- B. Sick leave shall be defined as authorized absence with pay from assigned regular or usual duties which are to be performed in the course of one’s employment in and for RCCSEC as a result of personal illness, quarantine at home, death or serious illness in one’s immediate family, or birth, adoption, or placement for adoption. Immediate family shall be defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

The school board may require a certificate (from those defined in the Illinois School Code 105 ILCS 5/24-6) as a basis for pay during leave after an absence of 3 days for personal illness or 30 days for birth or as the Executive Director may deem necessary in other cases. If the Executive Director does require a certificate as a basis for pay during leave of less than 3 days for personal illness, RCCSEC shall pay the expenses incurred by the teachers or other employee in obtaining the certificate. In this case, the employee will be reimbursed the cost once proof of payment has been submitted.

Sick days must be exhausted prior to using Leave Without Pay.

- C. If an employee does not use the full amount of sick leave, the unused amount shall be cumulative up to the allowable accumulation to be used for retirement purposes with the Teacher Retirement System or IMRF, whichever is applicable.

- D. The Board shall provide each employee with a cumulative accounting of his/her sick leave as provided on each individual's paycheck.
- E. Employees may use sick leave for pregnancy related disabilities or following the birth of a child, with a written report from the physician verifying the disability.
- F. Employees shall be allowed to use sick days in half-day increments.
- G. The Board may, at its discretion, grant additional sick leave days for a catastrophic accident or illness involving the employee, his/her spouse, or his/her child.

8.2 Personal Leave

- A. Employees shall be entitled to two (2) paid personal days during each school year to be used solely for personal business that cannot be transacted outside of regular working hours. A written request for personal leave shall be submitted to the Director at least five (5) days prior to the requested leave or at the discretion of the Director. Part-time employees will receive a prorated amount of personal leave days proportionate the percent of full-time employment.
- B. Employees who have been employed by RCCSEC beyond ten (10) years shall be entitled to (two) additional days, for a total of four (4) personal days.
- C. An employee may be granted personal leave immediately before or after a holiday with written permission of the Director.
- D. Beginning with the 2009-2010 school year, a certain number of unused personal leave days for the prior school year may be rolled over at the start of the following school year to be used as personal leave days in an amount such that no employee begins a school year with no more than four (4) personal leave days. Any remaining unused personal days shall be converted to sick days.
- E. The Board shall provide each employee with a cumulative accounting of his/her personal leave as provided on each individual's paycheck.

8.3 Parental Leave

- A. All RCCSEC employees working on a 50% to 100% basis are eligible for parental leave.
- B. An employee shall notify the Board of the beginning and ending dates of the leave in writing at least thirty (30) days before the beginning of such leave. In an emergency, such leave may be extended by written request, but in any event the leave shall not extend beyond the school year in which the request is made unless that leave is FMLA qualifying.
- C. Insurance benefits shall continue only if the employee elects to pay the cost.
- D. This policy shall also apply to the adoption of children.
- E. Tenure and seniority of an employee electing to take parental leave shall not be affected because of absence while on leave.
- F. Any parental leave taken shall count as days against the period of leave recognized under the Family and Medical Leave Act.

8.4 Jury Duty

- A. Any employee who is required to serve on a jury shall suffer no loss in salary or employee benefits provided, however, that all monies received, other than actual expenses, shall be turned over to the Coop.
- B. Any employee that has been issued a subpoena to appear as a witness in any school-related proceeding shall suffer no loss in salary or employee benefits provided that all monies received, other than actual expenses, shall be turned over to the District.

8.5 Family and Medical Leave Act

Leave under the Act may be taken concurrently with sick leave and personal leave as recognized under this Agreement. Please refer to RCCSEC Board Policy for FMLA requirements.

8.6 Professional Leave

All professional educator licensed staff are eligible for three (3) professional leave

days and all non-certified staff are eligible for one (1) professional leave day per year with prior written approval of the Director. The Administration reserves the right to send employees to professional meetings. In this event, the meeting will not be charged against the employee's professional leave time. The Cooperative shall make available to each employee for professional leave a sum of Five Hundred Dollars (\$500) over the school year to defray expenses the employee has in conjunction with professional leave. One Hundred Dollars (\$100) of the total amount may be used by the employee for professional dues. For SPECTRUM staff, professional leave will be per grant allocation, but in no case not less than one (1) day per person per year. Fees exceeding the said amount are the employee's responsibility. Per grant requirements, professional development activities must pertain to job related duties within Special Education. The Director reserves the right to deny requests for professional leave.

8.7 Bereavement Leave

In addition to the sick leave/personal leave provided, each employee shall be entitled to leave, without loss of pay, as outlined below:

Total of three (3) days per year for the death within the immediate family (parents, spouse, brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers/sisters-in-law, aunt/uncle, aunt/uncle-in-law, nieces, nephews, neices/nephews in-laws or legal guardians) except that the Director or designee may approve additional bereavement leave days at his/her discretion. Any approval of additional bereavement leave days is non-precedential. Any unused bereavement leave days may not be accumulated. Any additional time taken off in the event of a death of persons indicated above shall be charged as sick leave.

8.8 Military Leave

Any tenured teacher or non-probationary employee who is a member of the National Guard or Reserves and is called to active status by specific order of the Governor of the State of Illinois or the President of the United States shall, on his/her return to the Cooperative, be placed on the salary schedule at the same place as when the employee was called to military duty and shall be reinstated to the current employee benefit plan.

ARTICLE IX: COMPENSATION AND TERM OF CONTRACT

9.1 Term and Salary Schedule

Employees agree to a three (3) year contract term for the school years of 2016-2017, 2017-2018 and 2018-2019. It is agreed that the employee compensation for each year of the Agreement shall be as reflected on Appendix A.

In addition to the scheduled salary for certified employees in Appendix A, the Board agrees to pick up and pay the following contributions to the downstate Teacher Retirement System (TRS) on behalf of each certified employee: the full individual teacher's contribution to the Downstate Teachers' Retirement System at the rate of up to a maximum of 10.3753% [1.103753]. These and other retirement contributions shall be tax sheltered as provided for in law.

In addition to the scheduled wages paid for non-certified employees in Appendix A, the Board agrees to pick up and pay the following contributions to the Illinois Municipal Retirement Fund (IMRF) on behalf of each non-certified employee: up to 4.5% [1.04712]. These and other retirement contributions shall be tax sheltered as provided for in law.

9.2 Pay Options

The pay periods for the employees shall correspond with the pay periods made available to employees by the administrative district for the Cooperative.

9.3 Reportable Compensation

Notwithstanding anything to the contrary in this Agreement, no employee shall receive salary or compensation (as defined below) in excess of six percent (6%) over the prior contract year. For purposes of this provision, salary or compensation is as defined by TRS regulations and shall include, but shall not be limited to, base salary, salary schedule lane and step placements, extra-duty stipends, payment for extended work-year duties and other activities, or any other benefit that would constitute TRS reportable salary or compensation if the employee were a TRS member. This provision is applicable to all employees covered by this agreement, regardless of whether they participate in TRS.

9.4 Placement on the Salary Schedule

A. All newly hired professional educator licensed employees shall receive full

credit for all public school teaching and private school teaching done in a nationally accredited private school performed while certificated. Verification of such service will be necessary before salary lane experience is credited. It is the employee's responsibility to provide verification of employment.

- B. All non-certified employees shall receive full credit for experience relevant to their current position if performed in a public school and/or in a nationally accredited private school. Verification of such service will be necessary before salary lane experience is credited. It is the employee's responsibility to provide verification of employment. Experience accepted will be determined by the Director.
- C. School psychologists, social workers, speech language therapists, occupational therapists, certified occupational therapy assistants, physical therapists, physical therapy assistants will receive credit for prior work experience in the private sector if the work experience is in the employee's area of professional expertise. Verification of such service will be necessary before salary lane experience is credited. It is the employee's responsibility to provide verification of employment.
- D. Due to the position of school psychologist being a shortage area at RCCSEC, the Cooperative will pay an annual stipend of \$2,000 to a school psychologist who is a Nationally Certified School Psychologist provided that the credential is awarded through the National School Psychology Certification System of the National Association of the School Psychologists. Certification must be obtained prior to November 1st in order for the stipend to be paid for that fiscal year. Proof of accreditation is required to receive the stipend. Prior to the effective date of the current contract, employees who are currently receiving the 6% retirement bonus are exempt from also receiving the NCSP stipend.
- E. The Cooperative will pay an annual stipend of \$2,000 to a school social worker who is a Licensed Clinical Social Worker provided the credential is awarded through the Department of Financial and Professional Regulation: Division of Professional Regulation. Certification must be obtained prior to November 1st in order for the stipend to be paid for that fiscal year. Proof of accreditation is required to receive the stipend. Prior to the effective date of the current contract, employees who are currently receiving the 6% retirement bonus are exempt from also receiving the LCSW stipend.

- F. Military Service Credit: A maximum of 2 years credit on the schedule is given for military service. For each year of military service, one year of credit will be given on the salary schedule. (Teacher employed, left to serve military, returned to work...had certificate while serving)

Under no circumstances will an accumulation of weekend and summer reserve service be credited for salary consideration.

- G. Staff will remain at Step 0 until completed verification of employment paperwork has been returned to the RCCSC Central Office. All completed verification of employment paperwork must be received within 30 days of hire. Any completed verification of employment paperwork received after the 30 days will not be credited to the current school year.

9.5 Advancement on Salary Schedule

- A. Any professional educator licensed employee on the salary schedule shall advance on the salary schedule upon presentation of sufficient evidence of credit earned.
 - 1. Notification of intent to make a lane change should be presented to the Executive Assistant on or before the first day of the current school year.
 - 2. All sufficient evidence of credit, including a college transcript must be presented to the Executive Assistant on or before the first day of the current school year.
 - 3. Academic hours earned for college coursework must be supported by an official college transcript (not a grade report).
- B. Undergraduate courses may not be used for salary movement above the BA lanes unless they are pre-approved by the Director. Consideration for approval shall be based on one or more of the following:
 - 1. The course is part of an approved special education degree program.
 - 2. It will enhance a current teaching assignment.
 - 3. It will lead to additional certification in Special Education.

9.6 Teacher Transcript of Credits

Each professional educator licensed employee shall file with the RCCSEC Central Office a complete transcript of credits earned in recognized institutions of higher learning attended by the employee. New hires must submit the complete transcript before the first day worked. Such record of credits shall be used as the base for determining the minimum salary for such employees.

ARTICLE X: EFFECT OF AGREEMENT

10.1 Savings Clause

Should any article, section or clause of this Agreement be declared illegal or modified by a court of competent jurisdiction or by state or federal statutory change, 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 and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.

- A. Until all appeals are exhausted with respect to the legality, validity or enforceability of such provision, the provision shall remain in full force and effect.
- B. Within ten (10) days of such final determination, the parties shall meet to renegotiate the terms and conditions affected.
- C. In any event should the affected provision subsequently become legal, valid or otherwise enforceable, it shall remain a part of this Agreement unless the parties agree otherwise.

10.2 Individual Contracts

Employee information documentation (hitherto called individual contracts) shall conform to the terms of this Agreement.

10.3 No Strike

The Association will not call for, engage in or encourage any strike action during the duration of this Agreement. This means the employees will not engage in any work stoppage during the term of this Agreement unless the stoppage relates solely to this Agreement.

10.4 Duration

This Agreement shall be for a period of three (3) years, ending on August 1, 2019.

10.5 Management Rights

It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the Cooperative and the Board which are not

specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement or the Illinois Educational Labor Relations Act.

Term of Agreement

This Agreement shall be effective August 1, 2016 and shall continue in effect until August 1, 2019.

This Agreement is signed this _____ day of _____, 2016.

IN WITNESS WHEREOF:

For the Association:

For the Board of Directors:

President

President

Secretary

Secretary

Attached are salary schedules for each of the contract years, which shall be attached as Appendix A to the Agreement.

**COLLECTIVE BARGAINING AGREEMENT
2016-2017, 2017-2018, 2018-2019**

between

**RURAL CHAMPAIGN COUNTY
SPECIAL EDUCATION COOPERATIVE**

and the

**RURAL CHAMPAIGN COUNTY
SPECIAL EDUCATION COOPERATIVE
EDUCATION ASSOCIATION, IEA-NEA**

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