NEGOTIATIONS AGREEMENT

BETWEEN THE

BOARD OF EDUCATION, MONMOUTH-ROSEVILLE C.U.S.D. #238 MONMOUTH AND ROSEVILLE, ILLINOIS

AND THE

MONMOUTH-ROSEVILLE EDUCATION ASSOCIATION

CHARTERED WITH THE ILLINOIS EDUCATION ASSOCIATION

AND THE NATIONAL EDUCATION ASSOCIATION

2021-2022, 2022-2023, 2023-2024, and 2024-2025

TABLE OF CONTENTS

	PROCEDURAL AGREEMENT	PAGE
	Preamble	
ARTICLE I	Recognition	
ARTICLE II	Definition of Responsibilities and Rights	
ARTICLE III	Negotiation Procedures	
ARTICLE IV	Effect of Agreement	
ARTICLE V	Grievance Procedure	11
ARTICLE VI	Assignments, Reassignments, and Transfers	14
ARTICLE VII	Working Conditions	21
ARTICLE VIII	Professional Development	34
ARTICLE IX	Evaluation Procedures	38
ARTICLE X	Salaries and Wages	42
ARTICLE XI	Provisions Applying to Salary and Wage Schedules	44
ARTICLE XII	Jobs Related to Extra-Curricular Activities	45
ARTICLE XIII	Payroll Deductions	46
ARTICLE XIV	Travel Allowance	
ARTICLE XV	Retirement	48
ARTICLE XVI	Insurance	54
ARTICLE XVII	Sick Leave	55
ARTICLE XVIII	Other Leaves	58
ARTICLE XIX	No-Strike Clause	60
ARTICLE XX	Duration of the Agreement	61
ARTICLE XXI	Acceptance of Agreement	
APPENDIX A	Teacher Salary Schedule	
APPENDIX B	ESP Wage Scale	
APPENDIX C	Differential Pay	

PREAMBLE

The Board of Education of Community Unit School District #238, Monmouth and Roseville, Illinois, hereinafter referred to as the "Board", and the Monmouth-Roseville Education Association, hereinafter referred to as the "Association", recognize their common aim of providing the best education possible for the youth of the District. Both parties acknowledge the attainment of this educational objective is a joint responsibility of the Board, the administrative and supervisory staff and all employees covered by this Agreement.

The Board and the Association recognize that the attainment of the educational objectives of the District requires mutual understanding and cooperation among the Board, the administrative and supervisory staff, and all employees covered by this Agreement. To this end, the free and open exchange of views is desirable and necessary with all parties participating in good faith negotiations.

ARTICLE I RECOGNITION

- Α. The Board of Education of Community Unit School District #238, Monmouth and Roseville, Illinois, hereinafter referred to as the "Board", hereby recognizes the Monmouth-Roseville Education Association, hereinafter referred to as the "Association" affiliated with the Illinois Education Association and the National Education Association, as the exclusive and sole negotiation agent for all regularly employed full-time and part-time certificated and non-certificated personnel actually engaged in positions which are not excluded by IELRB rules as administrative, supervisory, temporary, or confidential in nature. Specifically excluded positions are the Administrative Secretary, District Office Administrative Assistant – Data Coordinator, District Office Administrative Assistant – Accounts Payable Coordinator, District Office Administrative Assistant - District Payroll Coordinator, Food Service Director, Transportation Director, Director of Maintenance, Superintendent, Principal, Assistant Principals Director of English Language Learning, Student Support Specialist, and District Director of Technology; and all supervisory, confidential, and managerial personnel as defined by the Illinois Educational Labor Relations Act.
- B. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees in positions requiring a teaching or school nursing certificate represented by the Association in the negotiating unit as determined in paragraph "A" above.
- C. The term "ESP" when used hereinafter in this Agreement, shall refer to all employees in positions not requiring a teaching or school nursing certificate represented by the Association in the negotiating unit as determined in paragraph "A" above.
- D. The term "Employees" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in paragraph "A" above.
- E. Temporary means "short-term employee" as presently defined by the Illinois Educational Labor Relations Act, or as thereafter modified, is an employee who is employed for less than 2 consecutive calendar quarters during a calendar year and who does not have a reasonable expectation that he or she will be rehired by the same employer for the same service in a subsequent calendar year.

ARTICLE II

DEFINITION OF RESPONSIBILITIES AND RIGHTS

- A. The Association understands that the Board retains and reserves unto itself all powers and duties conferred upon and vested in it by the statutes of the State of Illinois and the provisions of this Agreement shall be subject to such statutes.
- B. The Board agrees to participate in negotiations with the duly designated representatives of the Association.
- C. Both parties agree that it is their mutual responsibility to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, and to execute a written contract incorporating any agreement reached by such obligation, provided such obligation does not compel either party to agree to a proposal or require the making of a concession.
- D. 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 counterproposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and Association for ratification.
- E. Employees shall have the right to form, join, or assist employees' organizations, and to participate in negotiations with the school board through representatives of their own choosing. (Employees shall also have the right to refrain from any or all of such activities.)
- F. The Board agrees that its rules and regulations governing non-probationary employee conduct shall be reasonable and that enforcement of non-probationary employee discipline shall be for just cause.
- G. The Board agrees that a bulletin board shall be provided for the exclusive use of the Association in each school building for posting notices of activities and other matters of Association concern. The regular district inter-communication email system and building mail service shall be made available to the Association for communications to employees.
- H. Both parties agree that they shall not discriminate against an employee or applicant for reason of race, creed, color, marital status, sex, age, or national origin.
- I. The Board agrees that the Association and its representatives shall have the right to use school buildings for meetings and to transact official Association business on school property provided that this does not interfere with or interrupt normal school operations as determined by the superintendent.

- When special custodial service is required the Board may make a reasonable charge for this service.
- J. The Board agrees that the Association shall have the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use.
- K. The Association and Board agree that matters relating to supervisoremployee relationships shall not be discussed in the presence of students.
- L. The Board agrees to provide agenda and approved minutes of all Board meetings and to furnish the Association from time to time in response to reasonable written requests: Annual financial reports and audits, a register and addresses of employees, tentative budgetary requirements and allocations, treasurer's reports, census and pupil membership data, and all other information which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of employees and the students, and information which may be necessary for the Association to process any grievance or complaint. The Association will in turn provide rosters, and approved agenda and minutes of all general meetings.

M. Fair Share

- Effective for the 2001-2002 school year and thereafter, each employee, as a condition of his/her employment on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, including local, state and national dues.
- In the event that the employee does not pay his/her fair share fee directly to the Association by September 15 as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- 3. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- 4. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - a. The Board gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and.
- b. The Board gives full and complete cooperation to the Association and its

counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

- 5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this article.
 - It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability that may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
- 6. The obligation to pay a fair share fee will not apply to any employee 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 or a belief sincerely held with the strength of traditional religious views, 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 Illinois Educational Labor Relations Board.

ARTICLE III

NEGOTIATIONS PROCEDURES

- A. Each party to negotiations shall select its negotiating representatives provided that the Board shall not select an employee, as herein defined, as its representative. Each negotiating team shall consist of not more than 5 members and not more than 2 alternates. If mutually agreed at the beginning of negotiations, alternates may observe but may not participate in negotiation sessions unless called upon to offer testimony by members of either negotiating team or unless chosen to fill the seat of an absent member of either team. All negotiations shall be conducted exclusively between said teams in closed session with no other parties present.
- B. Negotiations shall begin within 60 days of the receipt by a party of a demand to bargain issued by the other party. Once commenced, collective bargaining must continue for at least a 60 day period, unless a contract is entered into. Meetings shall be held as necessary at times and places agreed to by both parties.
- C. During negotiations agreed-upon material shall be prepared for the Board and the Association and initialed by both parties prior to the adjournment of the meeting at which such agreement was reached.
- D. When the Association and the Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.
- E. If after a reasonable period of negotiation and within 45 days of the scheduled start of the forthcoming school year the parties have reached an impasse, either party may declare to the other in writing that an impasse exists and call for a mediator. A written request for mediation by one party shall be considered a joint request for mediation, and the other party shall join in the request. If the parties fail to reach an agreement within 15 days of the scheduled start of the forthcoming school year and have not requested mediation, the Illinois Educational Labor Relations Board shall invoke mediation.

F. Declaration of Impasse

Time limits as set forth in the Illinois Educational Labor Relations Act will be applicable to the declaration of impasse. A written request for mediation by one party, concerning items defined as negotiable in the scope of this Agreement, shall be considered a joint request for mediation and the other party shall join in the request.

G. Impasse

Time limits as set forth in the Illinois Educational Labor Relations Act will

be applicable to the declaration of Impasse, and either party or the mediator may declare an "impasse" fifteen (15) calendar days after the mediation has commenced. Such notification shall be filed in writing to the IELRB. Within 7 calendar days after the declaration of impasse, each party must submit to the other party, the mediator, and the Illinois Educational Labor Relations Board (IELRB) in writing the final offer of the party, including a cost summary of the offer. Seven calendar days after receipt of the parties' final offers the school district must notify relevant news media outlets (those that have filed an annual request for notices from the school district under the Open Meetings Act) about the availability of the final offers on the IELRB's website: http://www2.illinois.gov/elrb/Pages/FinalOffers.aspx.

H. The costs for the mediator shall be equally shared by the Board and the Association.

ARTICLE IV

EFFECT OF AGREEMENT

- A. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions of this Agreement may be modified by alteration, by consent of the parties in a written amendment executed in accordance with the provisions of this Agreement.
- B. This Agreement and any subsequent changes shall be incorporated into the Board policies of Community Unit School District #238, Monmouth and Roseville, Illinois, and shall be part of the said policies during the duration of this Agreement.
- C. 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, 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.

ARTICLE V

GRIEVANCE PROCEDURE

5.1 Definition

Any claim by the Association, a employee, or a group of employees involving an alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.

5.2 Time Limits

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

5.3 Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communication. Therefore, nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement. If any adjustment is made, a second meeting will be held if the grievant so requests to discuss said adjustment in the presence of an Association representative. However, if such informal processes fail to satisfy the employee, a grievance may be processed in the following steps:

5.3.1 Step 1

The grievant or Association shall present the grievance in writing within thirty (30) days of the time the grievant or Association knew or should have known the occurrence of the event, specifying the Article and clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved. The supervisor shall provide a written answer to the grievance of the aggrieved teacher within ten (10) days after the receipt of the grievance.

5.3.2 Step 2

If the grievance is not resolved in Step 1, the grievant or Association may refer the grievance to the Superintendent or official designee within ten (10) days after receipt of the Step 1 answer. The Superintendent shall arrange a meeting to take place within ten (10) days of his/her receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's response.

5.3.3 Step 3

If the grievant, or Association, is not satisfied with the disposition of the grievance at Step 2, the grievant may submit the grievance to the Board within ten (10) days after the receipt of the Superintendent's written response. The Board shall allow the grievant to present his/her case to the Board, in executive session, at the next regularly scheduled Board meeting, provided the Board had at least ten (10) days notice of the appeal before said regularly scheduled meeting. If the Board has less than ten (10) days' notice of said appeal, the grievance shall be heard at a Special meeting to be called within fifteen (15) days of the filing of said appeal. If the appeal to the Board is not filed within ten (10) days of the Step 2 response, the grievance shall be deemed withdrawn.

5.3.4 Step 4

If the Association is not satisfied with the disposition of the grievance at Step 3 or ten (10) days have passed without issuance of the Board's decision, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), which shall act as administrator of the proceedings. Upon mutual agreement, the Expedited Arbitration Rules of the AAA shall be used. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 3 decision, then the grievance shall be deemed withdrawn.

5.4 Arbitrator Authority

The arbitrator in his/her opinion shall not amend, modify, nullify, ignore, nor add to the provision of this Agreement. His/her authority shall be strictly limited to deciding only the issues presented to him/her in writing by the Board and the Association, and his/her decision must be based only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

5.5 Costs

Each party shall bear the full costs for its representation in the grievance procedure. If the presence of a court reporter is requested, the requesting party shall bear the full cost of the reporter. If both parties request the presence of a court reporter, the costs shall be shared equally. If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided between the Board and the Association. If an arbitrator has been selected and an arbitration hearing set, any party postponing that hearing shall bear the full cost, if any, of that postponement, unless otherwise agreed.

5.6 Conditions

Failure of an employee or the Association to act on any grievance within the prescribed

time limits will bar any further appeal. Time limits may be extended only by mutual written consent.

- **5.6.1** The grievant and the Board may mutually agree to expedite any or all of Steps 1 through 4 by waiving or decreasing the time limits set forth in those steps.
- **5.6.2** Step 1 of the grievance procedure may be bypassed and the grievance brought to Step 2 if mutually agreed upon by the employee and the Superintendent.
- **5.6.3** If the Board representative at Steps 1 and 2 is the same person, Step 2 may be waived.
- **5.6.4** Any investigation, handling or processing of any grievance by the grievant shall be conducted so that the instructional programs and related work activities of the grievant or teaching staff are not interrupted whenever practicable.
- **5.6.5** With the Superintendent's approval, the grievant may be released from his/her regular assignment without loss of pay or benefits to attend the meeting specified in 12.6.3.
- **5.6.6** Class grievances involving one or more employees or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at 12.6.2.

5.7 Representation

The Board acknowledges the right of the employee to have an Association representative present, if the grievant requests one, at Steps 1, 2, 3, and 4. No teacher shall be required to discuss any grievance if the Association representative is not present, if a representative is requested.

5.8 No Reprisal

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

5.9 Records

Grievances shall be filed separately from the personnel files of the employees.

5.10 No Precedent

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

5.11 Single Forum

If the Association files any claim of complaint in any forum other than under the grievance procedure of this Agreement, then the Board shall not be required to process the said claim or set of facts through the grievance procedures.

ARTICLE VI

ASSIGNMENTS, REASSIGNMENTS, AND TRANSFERS

DEFINITIONS:

A "Vacancy" shall be an opening in any bargaining unit position not otherwise filled by Employees returning from a leave of absence or being recalled after a period of layoff.

A "Transfer" shall be any change from one building to another, either within or across classifications (Certified or ESP), or category.

A "Voluntary Transfer" shall be any transfer resulting from an Employee-initiated request or Employee acceptance of an Employer request to transfer.

An "Involuntary Transfer" shall be any Employer-required transfer.

An "Assignment" shall consist of your work location or work day within the District.

A "Reassignment" shall be any change in the work location or work day within the same building.

ALL EMPLOYEES:

- A. The Board has sole authority to hire employees. Administrative personnel and supervisors are given the responsibility of making recommendations to the Board on employment or employee disciplinary actions.
 - The superintendent or his/her designee is authorized to make assignments and transfers of all educational support personnel hired by the Board.
- B. The Board declares its support of a policy of filling vacancies, including vacancies in student supervisory positions, from within its own staff. Whenever any vacancy arises or is anticipated before the end of the school year, the superintendent shall promptly notify the present staff via the regular district inter- communication email system and posted to the district website. The staff shall have seven days in which to file a request for transfer before notices of vacancy are sent out of the District. During the summer, vacancy notices shall be posted at the District Office, mailed to the Association President, posted to the district website, and emailed to all staff via the regular district inter-communication email system. No vacancy will be filled until it has been posted for at least 7 days except in the case of an emergency.
 - 1. All vacancies shall be posted in accordance with the collective bargaining agreement for seven (7) days unless the Association and Board mutually agree to a shorter period of time.
 - 2. Interviews, hiring, or voluntary transfer decisions shall be made in a

timely manner following the closing of the posting period.

- 3. Vacancies and transfers shall be filled by qualified applicants. When an internal candidate applies for a vacant position, he/she shall be granted an interview. Priority consideration among equally qualified applicants will be given to members of the bargaining unit. If all applicants are equally qualified, employees will have the right of first refusal by seniority.
- 4. If filling a vacancy through a voluntary transfer results in a new opening, the newly vacated position shall be posted and filled in accordance with the preceding steps.
- 5. Involuntary transfers shall be made only if necessary. Employees will be notified a minimum of 10 school days prior to the date of transfer unless unforeseen circumstances prohibit notification. Any employee involuntarily transferred will not experience a loss of hourly wages, benefits, hours or seniority. Any employee who is involuntarily transferred will meet, upon request, with the Superintendent and an MREA representative to review the rationale for the transfer. Such a request must be made within seven (7) school days of notice of the transfer.
- 6. An employee who wishes to apply for a different position will initiate such action by indicating his/her desire in writing to the Superintendent and then by notifying the building principal or supervisor. If the best interest of the school district is served by making the transfer or assignment, it will be made. Best interest will be determined by the Building Principal, Supervisor, and/or Superintendent. The employee must stay on the job for a minimum of the duration of the academic school year unless reassigned as per Article VII, Letter N.
- 7. In the case of reassignment, if there are equally qualified employees, senior employees have right of first refusal. If not, the reassigned employee must complete the reassignment.
- 8. In the case of a reassignment, all parties are to agree on the time frame of the reassignment. If the time frame needs to be extended, all parties must agree with the new time frame.

TEACHERS:

C. Since students are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates. In the

event that changes in subject matter or grade-level teaching assignments (as distinct from schedules or classes taught during the day) are proposed, affected teachers shall be notified and consulted by August 1st, whenever possible. In the event that changes in such assignments occur after August 1st, teachers will be compensated at the rate of \$500.00 total for the year of all changes effective that year.

For Example: A teacher changing from Zoology to Biology during a period would not be eligible for \$500.00. A teacher switching from teaching History to Biology for any one hour would be eligible for \$500.00. A teacher switching from Biology 8 hours to American Government 1 hour and Biology 7 hours would be eligible for \$500.00.

- D. All teachers shall be given written notice of their schedule and assignment for the forthcoming year no later than the last day of school. In the event that changes in such assignments are proposed, all teachers shall be notified and consulted by August 1st, whenever possible. In the event that changes in such assignments occur after August 1st, teachers will be compensated \$500.
- E. As a condition of initial employment, a teacher may be required to accept an extracurricular assignment(s) unless a health condition makes the acceptance of such extracurricular activity substantially impossible. The teacher may be required to perform extracurricular duties only during the first five years the teacher is employed by District #238, but such teacher will not be relieved from such extracurricular duties for the next year, unless notification is given prior to 2 months after the completion of the extracurricular activity. Extra-Duty assignments may be requested of tenured staff if it is determined to be in the best interest of our students as determined by the district administration.
- F. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer or reassignment to a different class, building or position shall be made in writing, one copy of which shall be filed with the Association, one copy shall be filed with the building principal of the open position and one copy shall be filed with the superintendent. The applicant shall set forth the reasons for transfer, the school grade or position sought, years of experience, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the superintendent.
- G. An involuntary transfer will be made in case of emergency or to prevent undue disruption of the instructional program. Teachers who are involuntarily transferred will not be required to move their own classroom materials and supplies. Teachers who are involuntarily transferred to a different grade level or department will be entitled to a one-time additional classroom budget of \$300. Items purchased with the additional classroom budget must be prior-approved by building administrator through district purchase order (not reimbursement), whose discretion is exclusive and

- shall not be grievable.
- H. Teachers shall not be required to be present in school buildings during planning time, so long as the building principal or designee is notified and agrees to such absence and that the absence is of a professional nature. For the purposes of the agreement, planning time shall mean that time when a teacher is not scheduled for teacher-pupil contact.
- In the event of a reduction of certified staff, reductions will be in the following order: Grouping 1 teachers before Grouping 2 teachers, Grouping 2 before Grouping 3, and Grouping 3 before Grouping 4, with respect to relevant qualifications. Recall will occur in accordance with the law present as of the time of such recall.

ESPs:

- J. ESP Job Categories
 - 1. Bilingual Instructional Aide
 - 2. Bilingual Non-Instructional Aide
 - 3. Bus Driver
 - 4. Cafeteria Manager/Cook
 - 5. Cafeteria Worker
 - 6. Custodian
 - 7. District Nurse (Non-School Nurse Certificated)
 - 8. Food Service Assistant Director
 - 9. Instructional Aide
 - 10. Non-Instructional Aide (to include duties of Student Monitor)
 - 11. Building Secretary
- K. Seniority Definition and Accrual
 - 1. Seniority is the length of the employee's continuous service in the District, commencing with the Employee's first working day.
 - 2. For the purpose of calculating Seniority within a job category, the following calculations will be used:

Employees working twenty-nine and one half (29.5) hours per week or more will be granted one (1) year of seniority.

Employees working fifteen (15) hours up to twenty-nine and one half (29.5) hours per week will be granted one-half (½) year of seniority.

Employees working up to fifteen (15) hours per week will be granted one quarter (1/4) year of seniority.

L. Seniority within a job category is lost upon the following:

- 1. Resignation from the district
- 2. Dismissal for cause
- 3. Retirement
- 4. Employment in a position excluded from the bargaining unit for more than twelve (12) months. Said person can only return to the bargaining unit if a position in their previous job category is available.
- 5. Refused recall two times to any position for which the employee is qualified by virtue of having accrued seniority in that job category. In the case of multiple positions offered to two or more employees at the same time, the second right of refusal shall only apply to positions declined by other employees or not yet offered to any employee.
- M. Seniority is retained but does not accrue for pay and seniority list purposes during the following:
 - 1. Unpaid leave of absence other than short-term, temporary leaves
 - 2. Any period of layoff
- N. Seniority is retained during the following:
 - 1. Continuous employment from the district.
 - 2. Short-term temporary paid leave of absence
 - 3. Short-term temporary unpaid leave of absence as approved by the administration
 - 4. Any employee whose career in any public school system is interrupted by military tour(s) of duty, not to mean career, shall be given full seniority for the years spent in the military service.
 - 5. An employee returns to a bargaining unit position not more than twelve (12) months from leaving said position due to reduction in force. Said person can only return to the bargaining unit position if a position in their previous job category is available.
- O. Ties in seniority shall be broken by the date and sequence of hiring as listed on the recommendation of the Administration to the Board of Education. Those hired on the same date will draw straws on hire date to determine seniority.
- P. Not later than February 1, the Board shall publish a list for purposes of seniority.
- Q. Seniority does not necessarily equate with years of service.
- R. Any employee who performs the duties of another employee outside of his or her normal work hours and outside of his or her ordinary job duties will be paid the base wage rate ordinarily compensated for the job description for those duties or his/her wage rate for that job category, whichever is greater. No such additional wage shall be necessary for an employee performing duties during his or her ordinary work-day and within his or her job duties,

whether or not regularly assigned.

S. Reduction in Force of Non-Probationary Employees

- 1. Should the employer consider a reduction in the number of employees, each affected employee and the Association shall be given written notice by registered mail, as prescribed by the State of Illinois with a statement of honorable dismissal and the reason therefor.
- 2. Reduction-in-force shall be made on the basis of least seniority within their job category(s). Employees with the least seniority shall be removed in order until the necessary reduction has been made.
- 3. Employees who are on an approved leave of absence shall be subject to this Article of the Agreement.
- 4. Included with the reduction-in-force notification will be a contact form for affected employees asking for summer contact information. The form will be returned to the district office by the last day of pupil attendance. The responsibility for returning the completed form shall lie exclusively with the employee. The District shall not be liable for a form's nonsubmission, or being returned incomplete, illegible, or incorrect.
- 5. Employees reduced in force will be given the choice of continuing paychecks or a lump sum payment, as per School Code, no later than the 3rd business day following the last day of pupil attendance in the regular school term.

T. Recall of Non-Probationary Employees

1. If the Board increases the number of employees or if an employee resigns after a reduction in force in a given job category, the Board shall first offer reemployment to the employee laid off in that job category in the reverse order of the layoff (i.e., most senior laid off employee recalled first), if qualified to perform the job. The job category, building, and hours will be offered in writing, to the employee when being recalled. The administration will call the number provided on the contact sheet provided in S.4, in an attempt to reach the employee to offer the position. Employees who will be unavailable for contact must notify the district office in writing prior to unavailability. If the employee is unavailable for more than 7 consecutive days, the employee will make contact with the district office for information on possible recall. The employee will have 7 days from the date of postmark or contact to accept the position. Nonresponse by the deadline will constitute decline of the offer. The superintendent may request a waiver from this timeline from the MREA President. A master list of transfer requests, offered recalls, acceptances and denials will be kept in the district office and updated copies will be provided to the Association President.

- 2. An employee shall retain reemployment rights for one year from the beginning of the following school term.
- 3. Recalled employees shall have the accumulated sick leave, years of service in-district, seniority, and salary schedule position they had when honorably dismissed.

ARTICLE VII

WORKING CONDITIONS

ALL EMPLOYEES:

A. Student Fees for Employees

Employees of the district whose child(ren) attend Monmouth-Roseville School District #238, will have all fees, including but not limited to registration, transportation, and sports fees but excluding Driver's Education fees, waived.

B. Admission to Events

All employees and their spouses will be allowed free passage to any home extra- curricular athletic events, except those where a limited pass list is established. Children of employees also receive free admission to such events.

C. Child(ren) of Employee's IEP/Rtl/504 Meetings

All employees will be allowed to attend their own child(ren)'s IEP/Rtl/504 meetings with no negative consequences. Every effort will be made to schedule the meeting(s) outside of the contractual work day. Administrators will be notified at least one day in advance of the meeting(s).

D. Security Cameras

Security cameras are to be used for security of the building. Security camera footage will not be utilized for employee surveillance or monitoring employee performance. Observed inappropriate conduct will be addressed with a verbal notification. Documentation of this verbal notification, not to be construed as the first step of the disciplinary process, will be placed in the employee's file and a copy will be given to the Association President. Subsequent inappropriate conduct will initiate disciplinary actions. In the event of a more serious offense, administration shall have the right to bypass step(s) in the procedure. For possible criminal activity, the surveillance footage can be turned over to the police. Security cameras will not be located in classrooms, locker rooms, restrooms, or employee break or copy rooms. The intent of utilizing security cameras and recordings will not be to observe employee performance or otherwise be accessed as documentation in the employee evaluation process.

All employees shall be informed annually at the beginning of each school year, in writing, of the use of the security cameras and such notification will be part of new employee orientation.

TEACHERS:

- E. The Board shall direct the school principals to use aides for supervising playground activities whenever possible.
- F. All teachers shall be entitled to a daily, uninterrupted duty-free lunch period as per State law.
- G. The annual school calendar shall contain four (4) institute days. The first such day will be the first work day of the school year. The hours worked will begin at 8:30 am and end at 3:00 pm. One floating institute day will be decided by the calendar committee starting 2016-2017 forward. The hours worked will be a normal work day. The third such day will be on the date set for the ROE institute day. The hours worked will be those set by the ROE if the district participates in the ROE scheduled events; otherwise, the hours worked will begin at 8:30 am and end at 3:00 pm. Teachers will be notified of their schedule no later than 30 calendar days prior to the third institute day. The fourth such day will take place on the last day of the school year. The hours worked will begin at 8 am and end at 1 pm. The second and fourth such institute days will be used as teacher work days, if approved by the State Board of Education and the R.O.E. Superintendent.
- H. If there are two annual events specifically referred to as "Open House," the students will be dismissed one hour early the day of the second Open House, provided this meets the minimum school instructional day required by the State.
- I. Fall parent-teacher conference contractual work hours will be for the state code minimum, which is currently 5 hours. Buildings will stagger start and end times for the district scheduled evening(s). Teachers shall not use personal days during parent teacher conferences except in emergency circumstances which shall be determined by the supervising administrator at his or her exclusive discretion.
- J. The following lists the times when teachers are required to be in the building and accessible to students and others:

Pre-K through 8: Teachers shall be required to be in their respective buildings 30 minutes prior to the start of the school day and accessible to students and others not less than 15 minutes prior to the start of the school day and remain in or near their rooms and accessible to students and others 15 minutes after the official close of the school day.

Grades 9-12: Teachers shall be required to be in their respective buildings 15 minutes prior to the start of the school day and accessible to students and others not less than 10 minutes prior to the start of the school day and remain in or near their rooms and accessible to students and others 21 minutes after the official close of the school day.

Administrators may continue to call meetings before or after school at their own discretion provided that teachers not be required to be at school prior to the afore-stated arrival time or remain more than 45 minutes after the close of the student day (or the equivalent amount of time following the end of the official school day in the event the ending time of the school day is changed.)

K. Students shall be dismissed after five hours of instructional time on the last day of pupil attendance of the school year. Students shall be dismissed after five hours of instructional time on the last day of pupil attendance of quarters 1, 3, and 4. Teachers will work a contractual work day on those days.

Pre-K through 6^{th} Grade workday will be 7 hours and 30 minutes in length. Grades K-6 will have regular preparation and planning periods consisting of a minimum of 230 minutes per week. During those minutes instruction will take place in physical education, vocal music, library resource / technology, and art (art only for $2^{nd}-6^{th}$ grades). In the event that a vacancy in the foregoing subjects cannot be filled by a qualified teacher, instruction will be addressed through a Memorandum of Understanding between the School Board and the Association.

All full-time Pre-K teachers will have at least 40 minutes of preparation and planning time daily.

Pre-K through 6th Grade counselors and physical education, Title, music, library resource/technology, ESL, and art teachers will be given 200 minutes of regular preparation and planning time each week. A planning period consists of no less than 15 continuous minutes.

Junior High School: The Junior High School teacher workday will be 7 hours and 30 minutes in length. Each teacher will receive one preparation period each day.

High School Day: Beginning in the 2019-2020 school year, the High School Day will be 7 hours and 30 minutes and will consist of seven 46 minute class periods plus 30 minutes of advisory time. In addition to an advisory period every semester, teachers will be responsible for teaching or supervising students for six (6) classes each semester. High School teachers will receive one (1) preparation period each semester.

L. The first work day for all teachers will be no earlier than the 17th of August. A committee made up of a maximum of 2 MREA executive or designee members, 2 administrators and 2 Board designees will propose at least two calendar options to the MREA and School Board by January. The MREA will vote and give one option back to the Board. The board retains the final say in any option approval.

M. Job Sharing

Job sharing shall be defined as two full-time teachers, unless approved by the superintendent, sharing the responsibility of a single teaching position. The length of any job sharing arrangement will be one (1) full school year to a maximum of two (2) years.

Job sharing shall be subject to the following terms and conditions:

- 1. For the period of time not involving the performance of teaching duties, a tenured teacher shall suffer no loss of tenure and seniority rights.
- 2. Each participating teacher shall receive prorated salary and leave benefits.
- 3. Each participating tenured teacher shall be guaranteed a return to fulltime employment, if desired, for the school year following the job sharing, subject to reduction-in-force or dismissal for cause.
- 4. Any teacher desiring to continue in a job sharing arrangement beyond the job sharing year must provide written notice to the Superintendent or designee, no later than February 15 of the job sharing leave.
- 5. The decision to grant or deny a job sharing leave or any extension of the same shall be determined solely by the Superintendent or designee and shall not be precedent setting.
- 6. The responsibilities of an assignment by two job-sharers shall be divided according to a plan designed by the job-sharers, and their principal and/or department head, where applicable. This plan shall be reduced to writing, signed by the parties, and filed with the Superintendent. The plan shall include but not be limited to, teaching or other working responsibilities and schedule of work hours and/or days.
- 7. Both teachers of a job-sharing team must be certified and highly qualified for the total job-shared position.
- 8. Participants in job-sharing positions shall be placed appropriately on the appropriate salary schedule. Salaries shall be prorated for the time worked. A step on the salary schedule shall be granted at the start of the school year following the accumulation of the equivalent of one year of full-time service.
- Both teachers shall attend required faculty meetings. Both teachers will be present at scheduled parent-teacher conferences as required of all other full-time teachers.

N. Instructional Arrangements and Class

Size Grouping for Instruction

Grouping within a school or within a classroom is the responsibility of each Building Principal, with input provided by the respective staff. The aim of grouping is to place each student in an appropriate and comfortable learning situation.

Class Size

The Board is aware that class size could have a bearing upon effective teaching. It, therefore, directs the Superintendent to work with principals in establishing reasonable class enrollment for each teacher.

The Board understands that achieving this goal is dependent upon the financial ability of the school district. In determining the sizes of various classes, the administration will consider the following factors:

- 1. The type of load which will permit the teacher to be most effective with the children in the class.
- 2. The experience of the teacher and his or her familiarity with the district programs and policies.
- 3. Required preparation and correction time for the particular class.

Elementary Class Size and Instructional Aides

The intent of this section is to balance class rosters for each grade level. All placements should be made in the best interest of the students. All grade level class rosters are to be within two students on the first day of the school year. All students shall remain in their assigned class for the year, unless agreed upon by the parent, teacher, and building principal.

The following guidelines will be used in determining the assignment of instructional aides to classrooms.

Per state law, a Pre-K classroom with 11 or more students will be provided a full time instructional aide. A Pre-K classroom will not exceed 20 students.

A Kindergarten and 1st grade classroom with 23 or more students will be provided a full time instructional aide. In addition, a half-time aide shall be provided for Kindergarten and 1st grade teachers whenever student enrollment meets 20 students. Bilingual or ESL classrooms with 21 or more students will be provided a full time instructional aide. In addition a half time aide shall be provided for Bilingual or ESL teachers whenever student enrollment meets 18 students.

A 2nd or 3rd grade classroom with 26 or more students will be provided a full time instructional aide. A half-time aide shall be provided whenever student enrollment meets 23 students. Bilingual or ESL classrooms with 23 or more students will be provided a full time instructional aide. In addition a half time aide shall be provided for Bilingual or ESL teachers whenever student enrollment meets 21 students.

A 4th, 5th, or 6th grade classroom with 28 or more students will be provided a full time instructional aide. A half-time aide shall be provided whenever student enrollment meets 25 students. Bilingual or ESL classrooms with 25 or more students will be provided a full time instructional aide. In addition a half time aide shall be provided for Bilingual or ESL teachers whenever student enrollment meets 23 students.

These criteria will not be in effect for classes which reach the number criteria in the last 40 days of the school year.

Inclusion students may be counted in enrollments for instructional aide determination purposes if these students are in the classroom for 1/2 of the day or longer without the special education teacher or a special education instructional aide.

Should a classroom having an aide under the above number criteria fall below the required number for an aide, the Board or its designee may reassign the aide to other classrooms or responsibilities. In the case of a medical aide student leaving the district, School Code will prevail.

Classes whose enrollments fail to meet the aforementioned criteria, but which present special problems, such as a significant number of mainstreamed students with Individualized Education Plans or behavior problems whose presence in the classroom present extraordinary circumstances, shall be given consideration for additional aides as well.

Special education teachers shall be provided with the following professional time for the purpose of conducting annual reviews:

Up to 5 students on caseload .5 day 6 to 10 students on caseload 1.0 day 11 to 15 students on caseload 1.5 days

ESPs:

- O. New employees shall attend new staff member orientation. They shall receive their hourly rate of pay for any required hours attended outside of their regularly scheduled contractual hours.
- P. Illinois law requires all employees new to the school district to undergo and pass a physical examination including proof that the prospective employee is

free communicable diseases. This examination is at the expense of the employee. The school district will reimburse the employee up to \$75 toward this cost following the probationary period as a separate payment.

- Q. Required training, licenses and physicals for current employees will be reimbursed by the district. A copy of certification completion will be required for reimbursement. Proration of fees will be deducted from the final paycheck if the employee leaves the district of their own accord.
- R. Each employee's immediate supervisor shall be the building administrator of the building in which the employee works. The immediate supervisor for food service employees is the Director of Food Service. The immediate supervisor for transportation is the Director of Transportation. The Pre-K aides at the Jr. High are supervised by the Lincoln administrator. The custodian's direct line chain of command will be as follows: Superintendent-Principal-Director of Maintenance-Custodian.

S. Work Day / Work Week

The work day for each ESP employee will be established by the employee's immediate supervisor as approved by the Board at the time of the employee's employment. The work day is largely based upon the employee's position and the responsibilities of the ESP position.

The normal work week consists of five (5) days, Monday through Friday. This work week may vary among categories and positions due to the differing responsibilities. Work schedules may be altered on an as needed basis.

The first institute day will be a paid work day for all ESPs. The hours worked will begin at 8:30 am and end at 3:00 pm, including an unpaid lunch period. ESPs will follow their building agenda for the day. Job category exceptions may be made through administrators/supervisors.

The ESPs will be notified of their schedule no later than 30 calendar days prior to the second institute day. It will be a normal work day for all ESPs except those not required to be on duty due to non-attendance of students, at the discretion of district administration. On this day, ESPs will be paid for hours worked on that day. ESPs will be notified no later than the last working school day in December of the schedule for the second institute day. Job category exceptions may be made through administrators/supervisors.

The ESPs will be notified of their schedule no later than 30 calendar days prior to the third institute day. It will be on the date set for the ROE institute day. The hours worked will be those set by the ROE if the district participates in the ROE scheduled events; otherwise, the hours worked will begin at 8:30 am and end at 3:00 pm, including an unpaid lunch period. ESPs will be notified no later than the first working school day in January of the schedule for the third institute day. Job category exceptions may be made through

administrators/supervisors.

The fourth institute day will begin at 8 am and end at 1 pm for all ESPs except those not required to be on duty due to non-attendance of students, at the discretion of district administration. On this day, ESPs required to work will be paid their regular hours for that day. ESPs will be notified of their schedule no later than 30 calendar days prior to the fourth institute day. Job category exceptions may be made through administrators/supervisors.

On scheduled student early dismissal days, all ESPs except those affected by the early dismissal of students will work a normal work day. On days that students are sent home early due to an emergency (e.g. inclement weather), all ESPs other than bus drivers who are still on duty at the time of the early dismissal will be offered the option of leaving work once student safety is ensured and reporting only their actual hours worked that day on their time sheet. Second shift employees will have the same option. Those who leave early on this basis will be required to inform their supervisor that they are doing so.

T. Flextime/Compensatory Time/Extra-Duty Hours/Coverage of Absences and Leaves

The following definitions will be used for work completed outside of the normal work day:

Flextime:

Flextime is a schedule by which an employee may work an alternate work schedule within specific limits dictated by the needs of the job, and is subject to supervisor review and approval.

Flextime policy mandates that time missed must be made up within the same pay period.

Compensatory Time:

Compensatory time off is time off with pay in lieu of overtime pay for irregular or occasional overtime work. At the employee's request, employees may receive 1 ½ hours of compensatory time off in lieu of cash payment for each hour of overtime worked. Compensatory time will not be allowed without prior written authorization from the employee's immediate supervisor and superintendent.

An employee who has accrued compensatory time shall be permitted to use such time in hourly components if such requests do not unduly disrupt the operations of the district. All requests for compensatory time must be approved by the employee's immediate supervisor.

Compensatory time-off is time during which the employee is not working and is, therefore, not counted as "hours worked" for the purposes of overtime compensation.

Compensatory time may not be carried over from one fiscal year to the next.

Any compensatory time remaining to an employee's credit on June 15 will be paid out to the employee as part of the June 25 payroll.

Extra-Duty Hours:

ESPs shall be offered any duties left unperformed or whenever a need for similar duties is created by activities not otherwise covered by existing staff.

Availability of these additional duties will be posted as soon as possible and an assignment will be made to staff within the building where the additional duties are needed on a right of first refusal by seniority on a rotational basis.

If an additional duty is not filled by staff within the building wherein the additional duties are needed, the additional duty shall be offered to other staff on a right of first refusal by district-wide seniority on a rotational basis.

If no staff requests to fill the additional duties needed, the additional duty will be assigned to the staff member in the building where the additional duty is needed with the least amount of seniority on a rotational basis.

An overtime calendar/log located in each building will list the date, job, hours, and location of additional duties assigned. The overtime calendar/log will be available to be viewed by all eligible employees in each building to ensure proper assignment of additional duties.

If, as a result of completing these additional duties, the selected employee's hours exceed 40 hours in a regular workweek, the additional hours will be deemed overtime and compensated as follows:

For full-time staff: overtime will be paid at 150% of the regular rate with a 2 hour minimum; if the additional duties are performed on Sunday or a holiday, overtime will be paid at 200% of the regular rate with a 2 hour minimum. Two hour minimums shall not apply for part-time staff or staff who regularly work on Saturday or Sunday.

Coverage of Absences and Leaves:

Nothing in this section will obligate the District to select an employee who will cost the District overtime.

The District shall request, at the beginning of the year, information including phone contact from employees who want extra hours. The responsibility for returning the complete current contact information shall lie exclusively with the employee. The District shall not be liable for a form's non-submission, or being returned incomplete, illegible, or incorrect. The District shall keep each relevant category-specific extra-hours list of those employees in the appropriate administrative office.

In the event of a leave or an absence, the District will first attempt to fill the absence with an employee from within the bargaining unit.

If no employees in the bargaining unit have availability or if no employees can perform the services without costing the District overtime, the District shall have the option to select a substitute from the substitute list.

U. Snow Removal Responsibility/Emergency Days

Even when school is closed due to weather conditions, custodians are still expected to work their normal number of hours. Custodians may be required to adjust their normal work day schedule to assist in the removal of snow. Such adjustment will be the decision of the Director of Maintenance in Monmouth and the Director of Transportation in Roseville. In the event that conditions do not allow the custodian to get to school, the day may be taken as a personal leave, vacation day or dock of pay day. If the employee is unable to get to work, the Director of Maintenance or Director of Transportation, as applicable, should be notified as soon as possible.

Other educational support personnel are not required to work on school cancellation days.

Other educational support personnel will have three options for Act of God Days:

- 1. A day of work equal to their regular hours with duties as assigned
- 2. Use a personal day
- 3. No pay

V. Work Load

The work load of employees should be reviewed frequently in order to adjust for changes. Employees can request the review if they feel it is necessary.

W. Buildings & Grounds Safety

All educational support personnel share in the responsibility for observing and reporting hazardous conditions in the buildings or on the school grounds to their immediate supervisor. Custodians play a key role in this respect.

An employee may refuse direction(s) that he/she feels could reasonably endanger anyone's life, safety, or welfare.

All asbestos removal, replacement, or discarding of, will be determined by right of first refusal among asbestos certified employees, by seniority (building first then district). If an employee handles asbestos or other hazardous material, he/she will receive hazard pay as documented on the salary schedule.

The hazard pay for asbestos will be \$15.00 more an hour than the normal

base pay for the custodian doing the work. If the project supervisor, Director of Maintenance, must leave the property the work is being done on, the pay will be an extra \$5.00 per hour, minimum of one hour and prorated thereafter, for the person left in charge. This duty will be asked of the most senior person who is on site by the right of first refusal.

X. Keys and Key Cards

Any keys and/or key cards that are issued to the employee are the responsibility of the employee to make sure that the keys, and/or key cards are kept in a safe place. Employees are prohibited from loaning keys or key cards to a student or unauthorized person. Lost keys and/or key cards shall be reported to the employee's supervisor immediately. At the end of the school year (for staff working less than 12 months), keys or key cards shall be returned to the building secretary unless arrangements are made for the employee to keep the keys or key cards due to work related responsibilities.

Y. Holidays

For the continued operation and maintenance of school facilities or property, the District may require school district employees to work on a school holiday. Such employees shall receive 14 day notice from their supervisor that their presence is required in the School District on a school holiday, except in cases of emergency.

The Board recognizes that certain days during the school year are designated as school holidays. Employees shall not be required to work on holidays that are non-school days as established by the Board of Education and specified in the annual school calendar. Generally, school district educational support personnel shall not be required to work on the following days (unless these are regular pupil attendance days):

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Day
Martin Luther King Jr.'s Birthday
Presidents' Day
Good Friday
Memorial Day
Independence Day

All 12-month ESPs hourly or salary will be paid their normal hours for these days listed above.

When July 4th falls on Saturday, the preceding Friday (3rd) will be observed as the holiday. When July 4th falls on Sunday, the following Monday (5th) will be observed as the holiday. For those employees who work less than twelve months, employees will be paid holiday pay for the July 4th holiday at the July pay rate if they work the first full week of July.

When Christmas Eve falls on Saturday or Sunday the holiday would be observed on the preceding Friday (22nd or 23rd). When Christmas falls on Saturday the holiday shall be observed on the preceding Thursday (23rd), when Christmas falls on Sunday the holiday shall be observed on the following Monday (26th).

If New Year's Day falls on Saturday or Sunday then the New Year's Holiday will begin on the preceding 29th or 30th.

Z. Vacations

Twelve-month ESPs shall be eligible for paid vacation days according to the following schedule:

Upon completion of one year of service	5 days
Upon completion of two to nine years of service	10 days
Upon completion of ten or more years of service	15 days
Upon completion of twenty years of service	20 days

Vacation days may be accumulated and carried over from year to year. No more than the most recent year's days earned may be carried over from one year to the next. Upon resignation, retirement, termination, or dismissal, unused accumulated vacation days shall be compensated to the employee not earlier than thirty (30) days nor later than sixty (60) days following severance of relationship with the school district.

- 1. For each employee employed on June 30th, vacation time earned shall be credited on July 1st. Retiring twelve (12) month employees with retirement date of June 30, will be credited with their final years vacation time. Upon cessation of employment, an employee is entitled only to those days earned as of July 1st preceding such cessation of employment. There will be no proration when they leave if it is before June 30.
- 2. Newly employed twelve (12) month ESPs hired after July 1st of any year will receive pro-rated credit of .4167 vacation days per month. Employees hired on or before the 15th of any month will receive vacation allotment for the entire month, and those hired after the 15th of any month will not receive any allotment for that month. Vacation time will not be earned and available for use until the following July 1st.
- 3. All Vacation days accrued will be rounded up to the nearest whole day.
- 4. Vacation time will be credited to twelve (12) month ESPs at the end of the day on June 30th following the completion of service through June 30th for that year. Credit for vacation will be granted for actual time worked.

No current 12 month ESPs already accrued vacation days will be modified as a

function of this agreement.

Twelve-month District Office Administrative Assistants and twelve-month Principal's Secretaries will only work during scheduled holiday vacations and days in which school is closed as needed for emergencies and other pressing matters.

Vacation requests will be given at least two weeks in advance, except in the case of emergency.

AA. ESP Meetings

A supervisor, principal, or the superintendent may call meetings during the employee's regular work day at his or her discretion. For meetings outside the employee's regular work day, 24 hour notice will be given except in cases of emergency. All affected personnel are expected to attend these meetings. For meetings outside the employee regular work day, ESPs will be paid their regular work rate of pay, prorated to the quarter hour, to attend.

ARTICLE VIII

PROFESSIONAL DEVELOPMENT

The Board and the Association jointly recognize the value of professional development of teachers and ESPs, to enhance their productivity in the classroom.

TEACHERS:

- A. The Board views continuing education as a valuable form of professional development, and agrees to provide five distinct incentives for continuing education:
 - horizontal movement on the salary schedule for degree-seeking coursework from bachelor's degree to master's degree,
 - horizontal movement on the salary schedule for non-degree seeking coursework from bachelor's degree to master's degree,
 - horizontal movement on the salary schedule for master's degree and beyond,
 - book studies and workshops, and
 - reimbursement of tuition costs and fees.
- B. Horizontal Movement for Degree-Seeking Coursework from bachelor's degree to master's degree on the Salary Schedule

Upon successful completion (Grade of A or B), teachers will be awarded credit for pre-approved graduate level course work from the bachelor's degree to master's degree. Courses for consideration must be pre-approved by the superintendent.

To qualify for pre-approval, coursework must not duplicate prior coursework used for salary schedule placement, must be obtained through a program offered by a university or institution of higher education accredited by a regional accrediting association, as recognized by the State Board of Education in consultation with the State Teacher Certification, and must be part of a sequence for an advanced degree in elementary or secondary education in the teacher's field.

C. Horizontal Movement for Non-degree Seeking Coursework from bachelor's degree to master's degree on the Salary Schedule

Upon successful completion (Grade of A or B), teachers will be awarded credit for pre-approved undergraduate or graduate level course work beyond a bachelors degree. Courses for consideration must be preapproved by the superintendent.

To qualify for pre-approval, coursework must not duplicate prior coursework used for salary schedule placement, must be offered by a university or institution of higher education accredited by a regional accrediting association,

as recognized by the State Board of Education in consultation with the State Teacher Certification Board, and must:

- 1. have the potential to improve the teacher's effectiveness in: his or her current assignment, the district Rtl plan, district School Improvement Plan, district goals, or district mission statement, or
- 2. be required for an additional license or endorsement from the State Teacher Licensure Board in an area pre-approved by the district, or
- 3. be part of a sequence of study required for the teacher to achieve National Board Certification not to exceed six credit hours, or
- 4. be undergraduate or graduate courses required to become legally qualified to teach an area to which a teacher has been assigned.

D. Horizontal Movement for Masters Degree and Beyond on the Salary Schedule

Upon successful completion (Grade of A or B), teachers will be awarded credit for pre-approved graduate level coursework beyond the Masters degree.

Courses for consideration must be pre-approved by the superintendent.

To qualify for pre-approval, coursework must not duplicate prior coursework used for salary schedule placement, must be offered by a university or institution of higher education accredited by a regional accrediting association, as recognized by the State Board of Education in consultation with the State Teacher Certification Board, and must:

- have the potential to improve the teacher's effectiveness in: his or her current assignment, the district Rtl plan, district School Improvement Plan, district goals, or district mission statement, or
- 2. be required for an additional license or endorsement from the State Teacher Licensure Board in an area pre-approved by the district, or
- 3. be part of a sequence for an advanced degree in elementary or secondary education, or
- 4. be undergraduate or graduate courses required to become legally qualified to teach an area to which a teacher has been assigned, or
- 5. be part of a sequence of study required for the teacher to achieve National Board Certification not to exceed six hours.

E. Credit for Workshops/Book Studies

Teachers who successfully complete District #238-sponsored 15 hour workshops/book studies outside the regularly scheduled work day shall either be remunerated at the rate of \$50 per 15 hour workshop or be granted one hour's credit on the District #238 salary schedule for every workshop successfully completed. The content of the workshop must not duplicate materials and concepts covered in workshops previously approved for salary schedule advancement. A minimum of 12 hours of attendance at each 15 hour workshop is required for the \$50 stipend or the hour of District #238 salary schedule credit. The Board shall pay for all materials and instructional

costs for said workshops.

Presenters who successfully facilitate District 238-sponsored 15 hour workshops shall either be remunerated at the rate of \$450 per 15 hour workshop or be granted three hour's credit on the District 238 salary schedule for every workshop successfully completed. The Board shall pay for all materials and instructional costs for said workshops.

Presenters who successfully facilitate District 238-sponsored 15 hour book studies shall either be remunerated at the rate of \$150 per 15 hour book study or be granted one hour's credit on the District 238 salary schedule for every book study successfully completed. The Board shall pay for all materials and instructional costs for said book studies.

F. Time Frame for Lane Movement

The teacher will be required to provide official transcripts showing completion of all applicable courses, as well as copies of pre-approval paperwork for all such courses.

The deadline for submission of lane change documentation for the beginning of the contract year is September 1st.

The deadline for submission of lane change documentation for mid-contract year is February 1st.

If the lane change occurs mid-contract year, the second half of the pay year's salary will be paid at the new higher level (beginning in March), such that half the pay year is paid at each salary level.

Teachers who were on step 20 or higher or were off schedule in 2009-2010, will also be able to move horizontally on the salary schedule. Their additional salary will be equal to the movement from their current lane to their next lane based on the last step in those lanes. No new-hire since 2009-2010 and no teacher at step 19 or lower in 2009-2010 will be afforded this opportunity once they are off- schedule.

G. Tuition and Fee Reimbursement

The Board shall reimburse each teacher up to \$2,000.00 per year for tuition and fees for undergraduate and graduate level coursework completed with a grade of not less than "B."

Employees hired to teach positions for which they are not licensed or endorsed or current employees who are pursuing an additional license or endorsement at the request of administration will be compensated for expenses incurred in obtaining the missing/additional license or endorsement after presentation of proof of a grade not less than "B". If, after receiving reimbursement for actual

costs, the employee leaves the Board's employment before 5 years has passed for any reason with the exception of a Reduction in Force, the employee will be obligated to repay the District for the amount paid to the employee. The amount to be paid back to the District will be reduced by the tuition reimbursement amount provided in the contract in Article VIII.

For each year of service with the District after successfully obtaining the license or endorsement, the amount owed will be reduced by one-fifth.

Example: The total cost of obtaining a license is \$5,000. The employee took two years to obtain the license.

Cost equals \$5,000.

Contract provides \$4,000 for tuition reimbursement (2 years at \$2,000).

New Obligation = \$4,000

He/she continued to work for the District two years. ($$2,000 \times 3/5 = $1,200$) Total Obligation owed to District = \$1,200.

The District may withhold any owed money from the employee's final paycheck(s).

Only those courses pre-approved by the superintendent will be eligible for reimbursement.

The teacher is responsible for applying for such pre-approval. If there is no response for the pre-approval within 10 business days of receipt in the Superintendent's office, the course(s) will be deemed pre-approved.

Starting in the 2021-2022 school year, teachers who seek an endorsement in ESL, LBS1, or Dual Credit courses in areas of instruction offered by the District's then-present curriculum shall be entitled to credit for lane movement on the salary schedule after completion of such program inclusive of hours plus degree movement.

For example: If a teacher enrolls in an ESL program for licensure that takes 15 credit hours to achieve a Master's Degree, he or she will be awarded MA+15 on the schedule as horizontal movement upon completion of the program and upon becoming so-endorsed.

- H. A one-time stipend of \$500 will be paid to teachers achieve National Board Certification.
- I. Teachers who attain at least a master's degree and meet all other requirements to teach a dual-credit or AP class through an accredited college, university or junior college approved by the District will receive a stipend of \$750.00 per semester in which a dual-credit or AP class is taught, regardless of the number of dual credit or AP classes taught (Example: 1 or more dual credit or AP courses, the teacher shall receive a stipend of \$750.00) upon completion of the following:
 - 1. The teacher must be prior qualified to teach a dual-credit or AP class which

- is prior-approved by District;
- 2. The teacher must apply to teach a class that may qualify for dual-credit or AP:
- If the class has not yet achieved approved dual-credit or AP status, the teacher must apply for and receive approval from Carl Sandburg Community College for dual-credit work;
- 4. The teacher must satisfactorily teach the course until the completion of the year; and
- 5. Teachers presently receiving a retirement incentive (if available) will be exempt from receiving the stipend.

ESPs:

ESPs will attend in-services and workshops pertinent to their job assignment at the discretion of school administration and will be paid for their time at their regular pay rate.

ARTICLE IX

EVALUATIONS PROCEDURES

ESPs:

A. A standing committee to deal with the ESP evaluation instrument shall be established consisting of three ESPs, appointed by the M-REA president, and three administrators, appointed by the superintendent. The Committee shall meet every two years by September 10, to consider additions, deletions and other modifications to the ESP evaluation instrument. The Committee, via a simple majority, shall have the authority to recommend changes in the ESP evaluation instrument to the Board and the M-REA Executive Board. Both the Board and the M-REA Executive Board must agree to the Committee's recommendations in order for these recommendations to take effect. The Committee must complete its work not later than October 10 of the year in which it meets.

B. Orientation

The immediate supervisor shall acquaint each ESP under his/her supervision with the evaluation procedure and the standards of performance for the duties contained in the ESP's job description. Orientation may be done on a group or individual basis. No ESP shall be evaluated until the ESP has been through an orientation. At the orientation the ESP shall receive a copy of his/her job description.

C. Probation

A newly hired ESP shall be considered to be a probationary employee for the first ninety (90) days of employment and within ninety (90) days may be discharged at any time without notice, additional compensation, or assigning any reason whatsoever. The Superintendent may extend the ninety (90) days

to one hundred eighty (180) days by giving written notice to the employee before the ninety (90) days are completed. For purposes of this article "days" are considered working days.

D. Evaluation

- Probationary employees shall be evaluated at least once during the probationary period. After the probationary period has been met by the ESP, the ESP shall be evaluated at least once every calendar year by May
 1.
- 2. All evaluations shall be in writing, and the ESP shall be provided with a copy. An ESP shall have the right to respond to any evaluation and to have his/her response attached to the file copy of his/her evaluation. The ESP shall be given a copy of his/her response with the signature of the Superintendent or his/her designee to acknowledge receipt thereof.
- 3. A conference shall be held to discuss an evaluation.
- 4. Agreeing to the procedures herein does not limit the right of the Board or their designee to utilize informal observations to evaluate an ESP's performance of assigned duties or an ESP's adherence to work rules.
- 5. Evaluations may include the following:
 - A statement whether the ESP's work performance is satisfactory or unsatisfactory
 - Employee strengths
 - Areas where improvement is needed
 - Specific suggestions for improvement
 - Additional resources to be used to assist with improvement
 - Supervisor's role in assisting employee
 - Techniques for measuring improvement
 - Scheduled time for monitoring or a follow-up observation
 - Room for the employee to write a response to the evaluation

E. Remediation

The immediate supervisor shall provide the ESP with recommendations to eliminate difficulties noted in any evaluation.

F. Recommendations

The immediate supervisor shall make a recommendation regarding the employment status of each probationary ESP prior to the end of probation:

1. That the ESP's work performance is satisfactory and that the ESP be taken off probation.

- 2. That the ESP's work performance is unsatisfactory and that the ESP remain on probation for one (1) additional period of ninety (90) days or a maximum of one hundred eighty (180) days from the date of initial employment.
- 3. That the ESP's work performance is unsatisfactory and the ESP be dismissed.

G. Records

Falsification of records or application forms, other than through the inadvertence of the ESP, is grounds for immediate dismissal. Repeated errors over time and with notice shall not be considered inadvertence.

H. Right to Representation

The ESP shall have the right to representation by the Association during any meeting which reasonably could result in disciplinary action in the judgment of the ESP. Such judgment shall rest with the ESP. At any point in a discussion with a supervisor, the ESP shall have the right to terminate said discussion and seek representation as provided for in this Article.

I. Disciplinary Action

Disciplinary action will be progressive and, except for gross misconduct, shall be in accordance with the following steps. The sequence and necessity for the following steps in cases of gross misconduct will be determined by the Superintendent, depending upon the circumstances of each case. Notice will be given for any disciplinary action meeting.

- 1. Verbal Warning
- 2. Written Warning
- 3. One to Ten Day Suspension (with or without pay)
- 4. Termination
- J. The decision to discipline or terminate rests with the Board of Education

Teachers:

The Board and the Association jointly agree to designate the responsibility of drafting and revising the Teacher Evaluation Plan and instrument to the Evaluation Committee during the term of this contract. Implementation of student growth shall be in accordance with the School Code and will be governed by the Evaluation Joint Committee identified in 24A-5.

The Teacher Evaluation Plan shall be in place as of the first teachers' institute day each year and shall remain in place for the length of the school year.

The Association retains the right to grieve an alleged violation, misinterpretation, or misapplication of the evaluation procedures.

ARTICLE X

SALARIES AND WAGES

- A. Salary schedules for teachers for the duration of this contract are included in Appendix A.
 - 1. Teacher Retirement System Contribution: The Board will tax shelter the entire teacher retirement contribution from current year taxes. This amount is included in the listed amounts.
 - 2. Teachers employed after April 1, 1986 also pay the employee's share of the listed salaries for Medicare. The School Board will pay the employer's share of the listed salaries for Medicare.
 - 3. For the 2021-22 school year, teachers who will not advance vertically on the salary schedule because they are at the maximum step of an educational lane or teachers who are already "off-schedule" will receive a 3.00% increase to the salary of each of the 2020-2021 school year.

For the 2022-23 school year, teachers who will not advance vertically on the salary schedule because they are at the maximum step of an educational lane or teachers who are already "off-schedule" will receive a 3.00% increase to the salary of each of the 2021-2022 school year.

For the 2023-24 school year, teachers who will not advance vertically on the salary schedule because they are at the maximum step of an educational lane or teachers who are already "off-schedule" will receive a 3.00% increase to the salary of each of the 2022-2023 school year.

For the 2024-25 school year, teachers who will not advance vertically on the salary schedule because they are at the maximum step of an educational lane or teachers who are already "off-schedule" will receive a 3.00% increase to the salary of each of the 2023-2024 school year.

- 4. An amount equal to 0.88 of 1% of earnings will be deducted for the Teacher Retirement System's health insurance program. This contribution is tax sheltered. It is included in the salary schedule amount.
- 5. New professional educator licensed teachers who agree to be newly hired to a first-time teaching position in and for the Monmouth-Roseville Community Unit School District No. 238 will, upon completing one (1) month of work, receive a one-time non-recurring signing bonus of \$1,000.00 in gross pay to be paid the next regular occurring payroll following the completion of the first month of work.
- B. Wage schedules for ESPs for the duration of this contract are

included in Appendix B.

- C. Differential pay schedules for the duration of this contract are included in Appendix C.
- D. In addition to the wage structure in Appendix B, a lump sum bonus will be paid to ESPs upon the completion of the following years of service. Employees who have had changes in their working hours will have their lump sum bonus based upon years and prorated hours of service beginning with 2009-2010 school year. This lump sum bonus will be paid on the pay period following their anniversary date as follows:

10 years: \$250 for ESP's working up to 2 hrs./day

\$500 for ESP's working up to 4.999 hrs./day

\$750 for ESP's working 5+ hrs./day (9 month employees) \$1000 for ESP's working 5+ hrs./day (12 month employees)

20 years: \$750 for ESP's working up to 2 hrs./day

\$1000 for ESP's working up to 4.999 hrs./day

\$1500 for ESP's working 5+ hrs./day (9 month employees) \$2000 for ESP's working 5+ hrs./day (12 month employees)

ARTICLE XI

PROVISIONS APPLYING TO SALARY AND WAGE SCHEDULES

A. All employees shall be paid in twice-monthly installments. Nine month employees shall have the option of receiving pay over 10 or 12 months. Employees working longer than nine months of the year shall be paid over twelve months. Hourly employees will receive their actual pay amount for each pay period. Time sheets will be due approximately two weeks before each payday, as defined on the time sheet schedule, for calculation purposes.

Payment will be made on the 11th and 25th of each month with the following exceptions:

- 1. If the 11th or 25th falls on Saturday, Sunday or a holiday, payment will be made on the last regular work day prior to the scheduled pay date.
- 2. In December, payment will be made on the last day before the start of the Christmas vacation.

All transactions of pay will take place through direct deposit to the banking institution that has been designated by the employee. A check stub that reflects this transaction will be provided to the employee. All employees will be paid in this manner. Each employee will maintain and designate an account at a bank that has the ability to initiate Automated Clearing House (A.C.H.) direct deposit.

- B. Differential pay for other extra-curricular assignments shall be according to Appendix C. (See Appendix)
 - The teaching load may be reduced instead of receiving the differential for some of the above.
- C. As a condition of employment, teachers will be expected to contribute a total of 180 days or as specified by School Code of service annually.
- D. The District will grant full credit to newly hired teachers for all prior teaching experience (unless the School Code requires otherwise) for salary determination purposes, based on teaching done in other schools.
 The Board may, at its discretion, give credit for full time college or university teaching under the same provisions affecting teachers joining the District staff after the 1981-82 school year.
- E. Any employee whose career in any public school system is interrupted by military tour(s) of duty, not to mean career, shall be given full benefits on this salary schedule for the years spent in the military service.
- F. The Tenure Law makes unnecessary a written contract of employment between teachers on tenure and the Board. The rights of both parties are well identified in the law. Formal contracts for tenured teachers will not be issued. Written salary notification and reply from the teacher will be continued.

ARTICLE XII

JOBS RELATED TO EXTRA-CURRICULAR ACTIVITIES

Jobs such as selling and taking tickets, acting as minor officials, or others of similar nature for sports events, shall be optional and voluntary on the part of the employee. Employees shall have the first opportunity to perform these jobs. Non-employees may be used if enough employees are not available. In no case will ESPs be hired for these jobs if doing so subjects the District to paying overtime wages. The pay for jobs such as selling and taking tickets, acting as minor officials, or other jobs of a similar nature for sports events shall be the following amounts:

HIGH SCHOOL:

	Ticket Takers	Bench Officials
Football (2 games)	\$35.00	\$40.00
Football (1 game)	\$20.00	\$25.00
Basketball (2 games)	\$32.00	\$37.00
Track meets (Invitational/conference)	\$30.00	\$35.00
Volleyball (2 games)	\$30.00	\$35.00
Wrestling, Dual Meets	\$25.00	\$30.00
Wrestling, Double Dual Meets	\$31.00	\$35.00
Football Playoffs	\$25.00	\$30.00
Volleyball I.H.S.A.	\$20.00	\$25.00
Basketball-Invitational	\$23.00	\$25.00
Basketball I.H.S.A.	\$25.00	\$30.00
Track I.H.S.A.	\$35.00	\$40.00
Soccer	n/a	\$25.00
Soccer I.H.S.A.	\$25.00	\$30.00
Scholastic Bowl Moderator	n/a	\$30.00
Scholastic Bowl I.H.S.A.	\$25.00	
Moderator		\$15/round

JUNIOR HIGH:

Basketball	\$25.00	\$30.00
Football	\$30.00	\$35.00
Volleyball	\$25.00	\$30.00
Wrestling	\$25.00	\$.00
Track I.E.S.A.	\$25.00	\$30.00
Scholastic Bowl Moderator	n/a	\$30.00
Scholastic Bowl (Conference)	\$25.00	
Moderator		\$15/round

ARTICLE XIII

PAYROLL DEDUCTIONS

- A. The Board shall make available to employees a payroll deduction for the following associations: Monmouth-Roseville Education Association, Illinois Education Association, and National Education Association.
- B. The dues for the above organizations will be deducted monthly during the ten month period from September through June.
- C. The Board shall authorize payroll deductions for the following purposes: IHMVCU, tax deferred annuities, YMCA, Group Hospitalization, United Fund, Educational Foundation, and M-REA/IEA/NEA dues, providing that such deductions are authorized by September 15th of each year. Changes for the IHMVCU, tax deferred annuities, and group hospitalization will be accepted throughout the year provided proper written authorization is given by the 15th of a month. No more than one annuity deduction will be made per employee. Those employees who elect to have annuity payments deducted from their pay shall hold the School District and the School Board fully and completely harmless if the employees have exceeded the annuity deduction limits established by the Internal Revenue Service.

ARTICLE XIV

TRAVEL ALLOWANCE

In the event an employee is assigned to travel, not to include employees' regular travel between buildings, the employee must use a district-owned vehicle, if available. If a district vehicle is available, but the employee chooses to use his or her personal vehicle, the district will not be responsible for travel reimbursement. In the event an employee is traveling for district purposes and no district vehicle is available for use, approved travel by an employee using his or her own car shall be reimbursed at the applicable IRS rate.

ARTICLE XV

RETIREMENT

Retirement Salary Enhancement – Teachers

The Board will provide the following retirement salary enhancement for qualifying teachers with long service in the District:

- During the 2021-2025 collective bargaining agreement, the teacher must have been working actively as a licensed teacher in a public school district located in the state of Illinois for not less than 20 consecutive years, and in the school district for not less than 9 consecutive years. This provision shall sunset on July 1, 2025. After July 1, 2025, the teacher shall have been actively working as a licensed teacher in an for the District for twenty (20) consecutive years. Status quo is hereby explicitly waived, such that if there is no agreement to extend the 2021-2025 language beyond July 1, 2025, the only provision which shall remain is that a teacher must have worked twenty (20) consecutive years in and for the District to be eligible for this retirement incentive.
- The teacher shall be at least sixty (60) years of age on or before December 31 of the year of retirement or shall be at least fifty-five (55) years of age and have at least thirty-five (35) years of creditable service as of the date of retirement, and not be retiring under the statutory Early Retirement Option.
- The teacher shall have tendered to the Board a binding, irrevocable
 resignation for a date certain in the future. The teacher's notice must be
 given prior to December 1 to trigger a pre-retirement period beginning with
 the following school year. The pre-retirement period may be from one (1) to
 four (4) years in length depending upon the date the letter of resignation is
 received by the Board and the specified date of retirement.

"TRS creditable earnings," wherever that phrase is used in the entirety of this provision (Retirement Salary Enhancement – Teachers), shall mean total TRS creditable earnings including pension payment.

This retirement salary enhancement is not available to teachers for whom the District is required to make an Early Retirement Option payment to TRS.

In no event will a teacher subject to this provision receive an increase in any year covered by this provision of TRS creditable earnings in excess of six percent (6%) of the prior year's TRS creditable earnings.

Status quo in the event of a change in the law or a rules change or
interpretation by TRS subsequent to the incorporation of this provision into
any contract shall be compliance with this provision (to the extent possible
without penalty or additional cost to the District) but under no circumstances
shall status quo be interpreted to require the District to incur any
assessment or penalty not contemplated by the parties at the time this

provision was bargained. No penalty of any kind except as expressly and explicitly provided for herein was contemplated by the parties at the time this provision was bargained. If and when bargaining begins pursuant to a demand to bargain (resulting from a change in the law, rules change or interpretation by TRS) and if and when no agreement can be reached on the issue, the employer shall not be required to distribute any monies in a fashion that would result in any increased cost to the District due to a TRS assessment or penalty resulting from the change in the law or a rules change or interpretation by TRS or legislative change beyond the negotiated contribution amount paid on behalf of the employee (9% of creditable earnings up to 106% of the previous year's TRS gross; all as permitted without penalty) including any incentive amount that would not result in additional assessment or penalty.

Teachers on the retirement cycle will not be assigned or asked to participate in any district or building function that would cause the District a financial penalty due to the fact that they are already receiving the maximum 6%. There will be no negative consequences for these teachers if they refuse to participate at no pay.

Effective with all employment actions taken by the board after December 1, 2011, of anyone in the retirement mode, if, after submitting an irrevocable letter of retirement, the teacher resigns from, is removed from for cause (the determination of which shall be at the board's sole and exclusive discretion) from duties for which the teacher was compensated the previous year (positions listed in Appendix C that are formally identified with percents/stipends given for salary purposes), the teacher's TRS creditable earnings will be immediately adjusted accordingly. Teachers who receive the retirement salary enhancement for these positions will be paid in twice-monthly equal installments (in alignment with current, twice-monthly pay periods). The total of compensation for all "extra" work (hourly pay for meeting attendance, fixed pay for ticket taking, etc.) performed in the year before the first year of salary enhancement shall serve as the base on which 106% per year is computed during the salary enhancement period. It is expected that the teacher will continue to perform such "extra" duties and turn in payment vouchers when completed, to a similar extent as long as such duties are available.

One Year Plan

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

Example: A teacher will retire on June 30, xxx2. The teacher's nonexempt TRS creditable earnings for the xxx0-xxx1 school year were \$40,000. The teacher's nonexempt TRS creditable earnings for the xxx1-xxx2 school year will be \$42,400.00 (i.e. $$40,000.00 \times 1.06 = $42,400.00$).

Two Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement prior to December 1 stating that he/she shall retire at the end of the second year after the current school year, the teacher will be removed from the salary schedule and for the final two (2) years of employment the teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the teacher's nonexempt TRS creditable earnings for the prior years of employment respectively.

Example: A teacher will retire on June 30, xxx3. The teacher's nonexempt TRS creditable earnings for the xxx0-xxx1 school year were \$40,000.00. The teacher's nonexempt TRS creditable earnings for the xxx1-xxx2 school year will be \$42,400.00 (i.e. $$40,000.00 \times 1.06 = $42,400.00$). The teacher's nonexempt TRS creditable earnings for the xxx2-xxx3 school year will be \$44,944.00 (i.e. $$42,400.00 \times 1.06 = $44,944.00$).

Three Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement prior to December 1 stating that he/she shall retire at the end of the third year after the current school year, the teacher will be removed from the salary schedule and for the final three

(3) years of employment the teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the teacher's nonexempt TRS creditable earnings for the prior years of employment respectively.

Example: A teacher will retire on June 30, xxx4. The teacher's nonexempt TRS creditable earnings for the xxx0-xxx1 school year were \$40,000.00. The teacher's nonexempt TRS creditable earnings for the xxx1-xxx2 school year will be \$42,400.00 (i.e. $$40,000.00 \times 1.06 = $42,400.00$). The teacher's nonexempt TRS creditable earnings for the xxx2-xxx3 school year will be \$44,944.00 (i.e. $$42,400.00 \times 1.06 = $42,400.00 \times 1.06 \times 1.06 \times 1.00 \times 1.00$

\$44,944.00). The teacher's nonexempt TRS creditable earnings for the xxx3-xxx4 school year will be \$47,640.64 (i.e. $$44,944.00 \times 1.06 = $47,640.64$).

Four Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement prior to December 1 stating that he/she shall retire at the end of the fourth year after the current school year, the teacher will be removed from the salary schedule and for the final four

(4) years of employment the teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the teacher's nonexempt TRS creditable earnings for the prior years of employment respectively.

Example: A teacher will retire on June 30, xxx5. The teacher's nonexempt TRS creditable earnings for the xxx0-xxx1 school year were \$40,000.00. The teacher's nonexempt TRS creditable earnings for the xxx1-xxx2 school year will be \$42,400.00 (i.e. $$40,000.00 \times 1.06 = $42,400.00$). The teacher's nonexempt TRS creditable earnings for the xxx2-xxx3 school year will be \$44,944.00 (i.e. $$42,400.00 \times 1.06 = $42,400.00 \times 1.06 \times 1.06 \times 1.06 \times 1.00 \times 1.00$

\$44,944.00). The teacher's nonexempt TRS creditable earnings for the xxx3-xxx4

school year will be \$47,640.64 (i.e. $44,944.00 \times 1.06 = 47,640.64$). The teacher's nonexempt TRS creditable earnings for the xxx4-xxx5 school year will be $47,640.64 \times 1.06 = 50,499.08$.

Retirement Wage Enhancement – ESPs

The Board will provide the following retirement wage enhancement for Educational Support Personnel with long service in the District:

- ESP's must have been in the district for not less than 20 years.
- An ESP must be at least 55 years of age or have at least 35 years of IMRF service credit at the time of his/her retirement year.
- Non-IMRF contributing ESP's will also be eligible for Retirement Wage Enhancement.

One Year Plan

If an eligible ESP gives the Board an irrevocable letter of retirement prior to December 1 stating that he/she shall retire at the end of the next school year, the ESP will be removed from the wage schedule and for the final year of employment the ESP's hourly wage shall be increased by six percent (6%) on the base plus six percent (6%) on any and all overtime, differentials, stipends, committee assignments or bonuses actually worked not to exceed a 6% increase of the previous year.

Wage Example: An ESP will retire on June 30, xxx2. The ESP's hourly rate for the xxx0-xxx1 school year was \$12.00 per hour. The ESP's hourly rate for the xxx1-xxx2 school year will be \$12.72 per hour (i.e. \$12.00 X 1.06 = \$12.72).

Salary Example: An ESP will retire on June 30, xxx2. The ESP's regular annual salary for the xxx0-xxx1 school year was \$40,000.00. The ESP's regular annual salary for the xxx1-xxx2 school year will be \$42,400.00 (i.e. \$40,000.00 x 1.06 = \$42,400.00).

Two Year Plan

If an eligible ESP gives the Board an irrevocable letter of retirement prior to December 1 stating that he/she shall retire at the end of the second year after the current school year, the ESP will be removed from the wage schedule and for the final two (2) years of employment the ESP's hourly wage shall be increased by six percent (6%) on the base plus six percent (6%) on any and all overtime, differentials, stipends, committee assignments or bonuses actually worked not to exceed a 6% increase of the previous year.

Wage Example: An ESP will retire on June 30, xxx3. The ESP's hourly rate for the xxx0-xxx1 school year was \$12.00 per hour. The ESP's hourly rate for the xxx1-xxx2 school year will be \$12.72 per hour (i.e. \$12.00 X 1.06 = \$12.72). The ESP's hourly rate for the xxx2-xxx3 school year will be \$13.48 per hour (i.e. \$12.72 X 1.06 =

\$13.48).

Salary Example: An ESP will retire on June 30, xxx3. The ESP's regular annual salary for the xxx0-xxx1 school year was \$40,000.00. The ESP's regular annual salary for the xxx1-xxx2 school year will be \$42,400.00 (i.e. \$40,000.00 x 1.06 = \$42,400.00). The ESP's regular annual salary for the xxx2-xxx3 school year will be \$44,944.00 (i.e.

 $42,400.00 \times 1.06 = 44,944.00$

Three Year Plan

If an eligible ESP gives the Board an irrevocable letter of retirement prior to December 1 stating that he/she shall retire at the end of the third year after the current school year, the ESP will be removed from the wage schedule and for the final three (3) years of employment the ESP's hourly wage shall be increased by six percent (6%) on the base plus six percent (6%) on any and all overtime, differentials, stipends, committee assignments or bonuses actually worked not to exceed a 6% increase of the previous year.

Wage Example: An ESP will retire on June 30, xxx4. The ESP's hourly rate for the xxx0-xxx1 school year was \$12.00 per hour. The ESP's hourly rate for the xxx1-xxx2 school year will be \$12.72 per hour (i.e. $$12.00 \times 1.06 = 12.72). The ESP's hourly rate for the xxx2-xxx3 school year will be \$13.48 (i.e. $$12.72 \times 1.06 = 13.48). The ESP's hourly rate for the xxx3-xxx4 school year will be \$14.29 per hour (i.e. $$13.48 \times 1.06 = 14.29$ per hour).

Salary Example: An ESP will retire on June 30, xxx4. The ESP's regular annual salary for the xxx0-xxx1 school year was \$40,000.00. The ESP's regular annual salary for the xxx1-xxx2 school year will be \$42,400.00 (i.e. \$40,000.00 x 1.06 = \$42,400.00). The ESP's regular annual salary for the xxx2-xxx3 school year will be \$44,944.00 (i.e.\$42,400.00 x 1.06 = \$44,944.00). The ESP's regular annual salary for the xxx3-xxx4 school year will be \$47,640.64 (i.e. \$44,944.00 x 1.06 = \$47,640.64).

Four Year Plan

If an eligible ESP gives the Board an irrevocable letter of retirement prior to December 1 stating that he/she shall retire at the end of the fourth year after the current school year, the ESP will be removed from the wage schedule and for the final four (4) years of employment the ESP's hourly wage shall be increased by six percent (6%) on the base plus six percent (6%) on any and all overtime, differentials, stipends, committee assignments or bonuses actually worked not to exceed a 6% increase of the previous year.

Wage Example: An ESP will retire on June 30, xxx5. The ESP's hourly rate for the xxx0-xxx1 school year was \$12.00 per hour. The ESP's hourly rate for the xxx1-xxx2 school year will be \$12.72 per hour (i.e. \$12.00 X 1.06 = \$12.72). The ESP's hourly rate for the xxx2-xxx3 school year will be \$13.48 (i.e. \$12.72 X 1.06 = \$13.48). The ESP's hourly rate for the xxx3-xxx4 school year will be \$14.29 per hour (i.e. \$13.48 X 1.06 = 14.29 per hour). The ESP's hourly rate for the xxx4-xxx5 school year will be

\$15.15 per hour (i.e. \$14.29 X 1.06 = \$15.15).

Salary Example: An ESP will retire on June 30, xxx5. The ESP's regular annual salary for the xxx0-xxx1 school year was \$40,000.00. The ESP's regular annual salary for the xxx1-xxx2 school year will be \$42,400.00 (i.e. \$40,000.00 x 1.06 = 42,400.00). The ESP's regular annual salary for the xxx2-xxx3 school year will be \$44,944.00 (i.e. \$42,400.00 x 1.06 = 44,944.00). The ESP's regular annual salary for the xxx3-xxx4 school year will be \$47,640.64 (i.e. \$44,944.00 x 1.06 = 447,640.64). The ESP's regular annual salary for the xxx4-xxx5 school year will be \$50,499.08 (i.e. \$47,640.64 x 1.06 = 50,499.08).

ARTICLE XVI

INSURANCE

For employees who work 30 hours or more per week, the Board will pay ninety percent (90%) of the full monthly individual medical insurance premium. The Board will contribute seven and three-fourths percent (7.75%) of the difference between individual and family coverage per month toward the cost of family medical insurance. The Board will pay for \$25,000 life insurance and AD&D for each employee who works 30 hours or more per week, for the duration of this contract.

Health Insurance coverage will begin on the earlier of his/her first working day or first contractual day. For certified staff, in the event of a reduction in force, termination, resignation, or retirement, health insurance coverage will end on August 31, unless the employee fails to complete a full work year.

For non-certified staff, the health insurance coverage will end June 30th.

The medical experience year will be January 1 through December 31. The life insurance experience year will be November 1 through October 31. Any change to the medical experience year will be effective on January 1 with the necessary changes in employee payroll deduction to become effective with the January paycheck. Any change to the life insurance experience year will be effective on November 1 with necessary changes in employee payroll deduction to become effective with the November paycheck. No changes to the medical or life insurance programs will be implemented until the Insurance Committee (made up of 3 MREA Executive or designee members and 3 Monmouth-Roseville School Board Members) has reached a consensus and presented one option for the Board to approve. If there is a tie in the consensus, the Superintendent will break this tie.

When both spouses work in the district and decide to participate in the district insurance and carry family coverage, spouse 1 will pay the single premium for the month and spouse 2 will pay the difference between the total family coverage cost minus the board contribution for spouse 1 and minus the board contribution for spouse 2.

ARTICLE XVII

SICK LEAVE

A. The Board grants 12 days sick leave per year with full pay when said absence is due to personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. Immediate family shall include parents, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, grandparents-in-law, children-in-law, nieces, nephews, aunts, uncles, and legal guardians, while "household" includes all who live in the household of which the employee is a member. Beginning in the 5th year of district recognized service, if 20 sick leave days have been accumulated, 13 sick leave days will be granted.

Beginning in the 15th year of district-recognized service, if 30 sick leave days have been accumulated, 16 sick leave days per year will be granted.

Beginning in the 25th year of district- recognized service, if 90 sick leave days have been accumulated, 20 sick leave days per year will be granted.

Non-PEL employees who work less than the IMRF 600-hour standard shall get a pro-rata share sick days. For example, a regularly employee scheduled to work 200 hours per year shall earn 4 sick days annually $(200/600) \times 12 = 4$, which days, if unused, shall accumulate annually

- B. A maximum of 350 sick days will be carried from one year to the next.
- C. School District #238 shall administer the sick leave policy as it is spelled out in Section 24-6 of the School Code.
- D. After the cumulative sick leave has been expended, subject to the following conditions the Board will provide an extended sick leave for the individual employee's personal illness only. To be eligible for the extended sick leave, the employee must have been without pay from the District for five (5) days, must have submitted a doctor's statement verifying the employee's inability to perform his or her job responsibilities because of the personal illness, must have been on the job for at least ten (10) days during the employee's initial year of employment in the District, and must have applied in writing to the Board of Education for the extended sick leave.

The extended sick leave is for a maximum of one hundred thirty-five (135) school days during the entire employment of the employee. It must be applied for at the rate of thirty (30) school days at a time, with the submission of a doctor's statement with each application.

The pay for the extended sick leave will be 75% of the employee's per diem regular duties pay rate, excluding pay for differentials, stipends, committee assignments, and bonuses. In the event the absence is covered by Worker's Compensation Insurance, the District will make up the difference between the amount paid by the Worker's Compensation Insurance carrier and 75% of the

employee's per diem pay rate as defined above.

In the event the employee misses school and is paid for sick leave under this section, and the reason for missing school is the result of some form of accident for which the employee is awarded compensation for loss of work, no sick leave pay will be paid the employee which will result in the employee receiving more than his/her per diem rate from the combined sources.

E. Sick Leave Bank

The Sick Leave Bank is a voluntary bank of teacher's' sick leave days administered by the district, which may be used for serious illness only by participating employees. The official record of the Sick Leave Bank will be housed in the District Office. Only those employees who donate a minimum of one (1) sick leave day will be members of the Sick Leave Bank during the same school year.

Employees shall not be allowed to request days from the Sick Leave Bank unless they have exhausted all of their existing personal leave, and sick leave first.

At the beginning of each school year, employees will have an opportunity to donate sick leave days to the Sick Leave Bank. Employees may donate up to 10 sick leave days at this time. Donation of sick leave days to the Sick Leave Bank is final and irrevocable.

Employees shall provide written notice of their decision to donate days to the Sick Leave Bank, and the number of sick leave days to be donated if they choose to donate sick leave days to the Sick Leave Bank, to the Superintendent (District office) by the end of the 5th school day of each school year.

Upon request by the Association to the Superintendent, the number of unused days in the Sick Leave Bank will be reported to the Association. An account of the number of unused days in the Sick Leave Bank will be reported to the Association at the end of the school year, to be done no later than the final teacher SIP day.

In the event that the Sick Leave Bank falls below 20 days during the school year, the Association President will be informed by the Superintendent (District office). All employees will be given the opportunity to donate at least one day, and no more than five days, to the Bank at this time. Any employee who was not previously a member of the Sick Leave Bank will immediately become a member of the Bank if they choose to donate at least one day under these circumstances.

Days in the Sick Leave Bank shall be for serious illness on the part of themployee, spouse, parent or child. It does not cover elective surgery.

Employees who are drawing retirement benefits under the Teacher Retirement System will not be eligible to draw from the Sick Leave Bank. Doctor's verification of serious illness may be required by the Sick Leave Bank Committee.

Days from the Sick Leave Bank may be used non-consecutively pending approval by the Superintendent and the Sick Leave Bank Committee.

Sick Leave Bank days used for serious illness of a employee, spouse, parent or child shall be limited to 20 days per request.

A six (6) member committee consisting of one (1) Board Member/Administrator, the Superintendent, and four (4) members of the Association (made up of one teacher from each building currently participating in the bank and the Association President) shall serve as member of the Sick Leave Bank Committee and shall review all requests submitted to the Sick Leave Bank.

Requests to the Sick Leave Bank must be made in writing (electronic mail is sufficient) to the Superintendent and Association President who will then convene the Sick Leave Bank Committee as soon as reasonably possible. The Sick Leave Bank Committee may also be convened for the purposes of reviewing procedures and provisions of the Sick Leave Bank upon the request of either the Association or the Board/Administration.

In the event of a challenge by an employee to the Sick Leave Bank procedure, distribution, selection, or any other matter relevant to this section of the collective bargaining agreement, the Association shall appear on behalf of the Board, defend the Board and hold the Board harmless against any loss or liability incurred as a function of this language. The Association hereby acknowledges and agrees that the purpose of this language is to provide a privilege to employees which will be managed collaboratively by the Board and Association and which the Association will be exclusively responsible for defending against loss. The Association waives the grievance procedure against the Board for purposes of this section, and agrees to defend the Board against any loss as a result of any grievances filed.

ARTICLE XVIII

OTHER LEAVES

- A. The Board may grant a leave of absence upon a written request for study, health reasons, military service, or any other purpose it considers reasonable. Certified staff members who return to work after the agreed-upon leave of absence will be placed in a comparable position.
- B. Two days of personal leave for all employees shall be granted each year with pay. Personal leave shall be used for the purpose of handling personal affairs which cannot be transacted on the weekend or after school hours. Personal leave is not to be used to receive remuneration from outside employment. Beginning in the 15th year of district-recognized service, employees will be granted a third day of personal leave. Beginning in the 25th year of district-recognized service, employees will be granted a fourth day of personal leave. Once paid personal leave has been exhausted, the employee may be granted additional personal leave, but the per diem pay rate will be deducted from the employee's salary. The administration reserves the right to limit the number of employees who are granted personal leave to no more than 10% of the staff of a particular building on any given day. In this situation, personal days will be granted on a first come first serve basis.

The employee planning to use a personal leave day shall notify the principal/supervisor at least one day in advance of the planned absence, except in case of emergency. Except in cases of emergency, employees shall assume approval of personal leave if not notified by the end of the fifth work day after submission to the building principal/supervisor. Employees requesting personal leave the last three weeks of school must notify their principal/supervisor at least 7 calendar days before. A mutually agreeable personal leave notification form will serve as record of the employee's use of both paid and unpaid personal leave.

If personal days are not used, the individual employee may choose to accumulate up to a maximum of four (4) paid personal leave days, or add the unused paid leave to his/her sick leave.

No employee shall use personal leave to participate in, prepare for, or incite a job action of any kind in this or any other school district.

- C. A maximum of two (2) days of bereavement leave will be granted per occurrence in the event of a death in the employee's immediate family. Immediate family will be defined by Article XVII Section A of this Agreement. Bereavement leave is neither cumulative nor transferable.
- D. The School District will pay full salary, without loss of benefits, for jury duty and/or subpoena to appear in court for a student or employment related matter on behalf of the school district or arising out of the employee's employment,

unless the employee is found guilty of a misdemeanor or felony. The employee will remit the jury duty stipend to the School District. The employee will keep any meal and/or mileage allowance.

E. Employees or teachers may attend job related or educational conferences held on school days with approval of the building principal and superintendent. Regional or national conferences held in other states may be attended with Board approval. The reimbursement of expenses will be paid as pre-approved by the Superintendent.

Nonstipend Committees: Time spent by hourly ESP's on district committees, including, but not limited to Professional Development, will count as work time.

Stipend Committees: Hourly ESP's, who serve on committees paid by a stipend will receive that stipend.

F. The Board agrees that up to 20 professional leave days in a non-bargaining year and 25 in a bargaining year, including up to 7 days for the M-REA president to conduct in-District M-REA business, shall, upon request by the Association, be granted for the purpose of its representatives to engage in activities of the Association and its affiliates. The Association shall return to the District the cost of the substitute except for the 7 M-REA President days. A maximum of 8 persons will be permitted to be absent at the same time. No employee shall use Association leave to participate in, prepare for, or incite a job action of any kind in this or any other school district.

ARTICLE XIX

NO-STRIKE CLAUSE

It is hereby recognized that it is the statutory law of the State of Illinois that no employee, nor any organization of employees, nor any person acting on behalf of an employee organization shall ever or at any time engage in or encourage or support any strike, slow-down, or other concerted refusal to render full and complete contractual services in the school district during the duration of this agreement. The Association hereby agrees not to strike or engage in, or support or encourage any concerted refusal to render full and complete services in the school district unless:

- 1. mediation has been used without success;
- at least five (5) days have elapsed after a notice of intent to strike has been given by the Association to the Board, the Regional Superintendent, and the Illinois Educational Labor Relations Board;
- 3. The collective bargaining agreement between the Board and the Association has expired; and
- 4. The Board and the Association have not mutually submitted the unresolved issue to arbitration.

ARTICLE XX

DURATION OF THE AGREEMENT

This Agreement shall be in full force and effect for the school years 2021-2022, 2022-2023, 2023-2024, and 2024-2025. Salary schedules for each school year of the agreement are included. The Agreement becomes effective beginning with the first day of school as defined by the 2021-2022 school calendar. This Agreement shall remain in full force and effect until the first day of school as defined by the 2024-2025 school calendar.

ARTICLE XXI

ACCEPTANCE OF AGREEMENT

Secretary	-	Secretary
Co-President		
Co-President		President
For the Monmouth-Roseville Education Association		For the Board of Education of the Monmouth-Roseville C.U.S.D. #238
In witness thereof:		
This Agreement is signed the	day of	, 2021.

APPENDIX A

TEACHER SALARY SCHEDULE

2021-2022

For all certified staff with experience of <u>nine (9)</u> or more years, the step placement is years of service recognized by the district minus one (1). For certified staff with experience of less than <u>nine (9)</u> years, the step placement matches actual years of experience recognized by the district. All new certified employees with experience in another district will be placed in the cell on the salary schedule recognizing his/her education and experience as if he/she were a current district employee.

4.9%	B.A.	B.A. + 15	B.A. + 30	M.A.	M.A. + 15	M.A. + 30	M.A. + 45
1	\$37,389	\$38,111	\$38,803	\$39,472	\$40,154	\$40,986	\$41,958
2	\$38,132	\$38,882	\$39,631	\$40,377	\$41,125	\$42,021	\$43,071
3	\$38,875	\$39,653	\$40,459	\$41,282	\$42,096	\$43,056	\$44,184
4	\$39,618	\$40,424	\$41,287	\$42,187	\$43,067	\$44,091	\$45,297
5	\$40,361	\$41,195	\$42,115	\$43,092	\$44,038	\$45,126	\$46,410
6	\$41,104	\$41,966	\$42,943	\$43,997	\$45,009	\$46,161	\$47,523
7	\$41,847	\$42,737	\$43,771	\$44,902	\$45,980	\$47,196	\$48,636
8	\$42,590	\$43,508	\$44,599	\$45,807	\$46,951	\$48,231	\$49,749
9	\$43,333	\$44,279	\$45,427	\$46,712	\$47,922	\$49,266	\$50,862
10	\$44,076	\$45,050	\$46,255	\$47,617	\$48,893	\$50,301	\$51,975
11	\$44,819	\$45,821	\$47,083	\$48,522	\$49,864	\$51,336	\$53,088
12	\$45,562	\$46,592	\$47,911	\$49,427	\$50,835	\$52,371	\$54,201
13	\$46,305	\$47,363	\$48,739	\$50,332	\$51,806	\$53,406	\$55,314
14	\$47,048	\$48,134	\$49,567	\$51,237	\$52,777	\$54,441	\$56,427
15	\$47,791	\$48,905	\$50,395	\$52,142	\$53,748	\$55,476	\$57,540
16	\$48,534	\$49,676	\$51,223	\$53,047	\$54,719	\$56,511	\$58,653
17	\$49,277	\$50,447	\$52,051	\$53,952	\$55,690	\$57,546	\$59,766
18	\$50,020	\$51,218	\$52,879	\$54,857	\$56,661	\$58,581	\$60,879
19	\$50,763	\$51,989	\$53,707	\$55,762	\$57,632	\$59,616	\$61,992
20	\$51,506	\$52,760	\$54,535	\$56,667	\$58,603	\$60,651	\$63,105
21	\$52,249	\$53,531	\$55,363	\$57,572	\$59,574	\$61,686	\$64,218
22	\$52,992	\$54,302	\$56,191	\$58,477	\$60,545	\$62,721	\$65,331
23	\$53,757	\$55,073	\$57,019	\$59,382	\$61,516	\$63,756	\$66,444
24		\$55,844	\$57,847	\$60,287	\$62,487	\$64,791	\$67,557
25			\$58,675	\$61,192	\$63,458	\$65,826	\$68,670
26				\$62,097	\$64,429	\$66,861	\$69,783

For all certified staff with experience of ten (10) or more, the step placement is years of service recognized by the district minus one (1). For certified staff with experience of less than ten (10) years, the step placement matches actual years of experience recognized by the district. All new certified employees with experience in another district will be placed in the cell on the salary schedule recognizing his/her education and experience as if he/she were a current district employee.

· ·			1		1		
4.80%	B.A.	B.A. + 15	B.A. + 30	M.A.	M.A. + 15	M.A. + 30	M.A. + 45
1	\$39,184	\$39,940	\$40,666	\$41,367	\$42,081	\$42,953	\$43,971
2	\$39,963	\$40,748	\$41,534	\$42,316	\$43,099	\$44,038	\$45,138
3	\$40,742	\$41,556	\$42,402	\$43,265	\$44,117	\$45,123	\$46,305
4	\$41,521	\$42,364	\$43,270	\$44,214	\$45,135	\$46,208	\$47,472
5	\$42,300	\$43,172	\$44,138	\$45,163	\$46,153	\$47,293	\$48,639
6	\$43,079	\$43,980	\$45,006	\$46,112	\$47,171	\$48,378	\$49,806
7	\$43,858	\$44,788	\$45,874	\$47,061	\$48,189	\$49,463	\$50,973
8	\$44,637	\$45,596	\$46,742	\$48,010	\$49,207	\$50,548	\$52,140
9	\$45,416	\$46,404	\$47,610	\$48,959	\$50,225	\$51,633	\$53,307
10	\$46,195	\$47,212	\$48,478	\$49,908	\$51,243	\$52,718	\$54,474
11	\$46,974	\$48,020	\$49,346	\$50,857	\$52,261	\$53,803	\$55,641
12	\$47,753	\$48,828	\$50,214	\$51,806	\$53,279	\$54,888	\$56,808
13	\$48,532	\$49,636	\$51,082	\$52,755	\$54,297	\$55,973	\$57,975
14	\$49,311	\$50,444	\$51,950	\$53,704	\$55,315	\$57,058	\$59,142
15	\$50,090	\$51,252	\$52,818	\$54,653	\$56,333	\$58,143	\$60,309
16	\$50,869	\$52,060	\$53,686	\$55,602	\$57,351	\$59,228	\$61,476
17	\$51,648	\$52,868	\$54,554	\$56,551	\$58,369	\$60,313	\$62,643
18	\$52,427	\$53,676	\$55,422	\$57,500	\$59,387	\$61,398	\$63,810
19	\$53,206	\$54,484	\$56,290	\$58,449	\$60,405	\$62,483	\$64,977
20	\$53,985	\$55,292	\$57,158	\$59,398	\$61,423	\$63,568	\$66,144
21	\$54,764	\$56,100	\$58,026	\$60,347	\$62,441	\$64,653	\$67,311
22	\$55,543	\$56,908	\$58,894	\$61,296	\$63,459	\$65,738	\$68,478
23	\$56,322	\$57,716	\$59,762	\$62,245	\$64,477	\$66,823	\$69,645
24		\$58,524	\$60,630	\$63,194	\$65,495	\$67,908	\$70,812
25			\$61,474	\$64,143	\$66,513	\$68,993	\$71,979
26				\$65,092	\$67,531	\$70,078	\$73,121

For all certified staff with experience of <u>eleven (11)</u> or more years, the step placement is years of service recognized by the district minus one (1). For certified staff with experience of less than <u>eleven (11) years</u>, the step placement matches actual years of experience recognized by the district. All new certified employees with experience in another district will be placed in the cell on the salary schedule recognizing his/her education and experience as if he/she were a current district employee.

3.70%	B.A.	B.A. + 15	B.A. + 30	M.A.	M.A. + 15	M.A. + 30	M.A. + 45
1	\$40,634	\$41,418	\$42,170	\$42,897	\$43,638	\$44,542	\$45,598
2	\$41,442	\$42,256	\$43,070	\$43,881	\$44,694	\$45,667	\$46,808
3	\$42,250	\$43,094	\$43,970	\$44,865	\$45,750	\$46,792	\$48,018
4	\$43,058	\$43,932	\$44,870	\$45,849	\$46,806	\$47,917	\$49,228
5	\$43,866	\$44,770	\$45,770	\$46,833	\$47,862	\$49,042	\$50,438
6	\$44,674	\$45,608	\$46,670	\$47,817	\$48,918	\$50,167	\$51,648
7	\$45,482	\$46,446	\$47,570	\$48,801	\$49,974	\$51,292	\$52,858
8	\$46,290	\$47,284	\$48,470	\$49,785	\$51,030	\$52,417	\$54,068
9	\$47,098	\$48,122	\$49,370	\$50,769	\$52,086	\$53,542	\$55,278
10	\$47,906	\$48,960	\$50,270	\$51,753	\$53,142	\$54,667	\$56,488
11	\$48,714	\$49,798	\$51,170	\$52,737	\$54,198	\$55,792	\$57,698
12	\$49,522	\$50,636	\$52,070	\$53,721	\$55,254	\$56,917	\$58,908
13	\$50,330	\$51,474	\$52,970	\$54,705	\$56,310	\$58,042	\$60,118
14	\$51,138	\$52,312	\$53,870	\$55,689	\$57,366	\$59,167	\$61,328
15	\$51,946	\$53,150	\$54,770	\$56,673	\$58,422	\$60,292	\$62,538
16	\$52,754	\$53,988	\$55,670	\$57,657	\$59,478	\$61,417	\$63,748
17	\$53,562	\$54,826	\$56,570	\$58,641	\$60,534	\$62,542	\$64,958
18	\$54,370	\$55,664	\$57,470	\$59,625	\$61,590	\$63,667	\$66,168
19	\$55,178	\$56,502	\$58,370	\$60,609	\$62,646	\$64,792	\$67,378
20	\$55,986	\$57,340	\$59,270	\$61,593	\$63,702	\$65,917	\$68,588
21	\$56,794	\$58,178	\$60,170	\$62,577	\$64,758	\$67,042	\$69,798
22	\$57,602	\$59,016	\$61,070	\$63,561	\$65,814	\$68,167	\$71,008
23	\$58,410	\$59,854	\$61,970	\$64,545	\$66,870	\$69,292	\$72,218
24		\$60,692	\$62,870	\$65,529	\$67,926	\$70,417	\$73,428
25			\$63,476	\$66,513	\$68,982	\$71,542	\$74,638
26				\$67,497	\$70,038	\$72,667	\$75,848

For all certified staff with experience of <u>twelve (12)</u> or more years, the step placement is years of service recognized by the district minus one (1). For certified staff with experience of less than <u>twelve (12) years</u>, the step placement matches actual years of experience recognized by the district. All new certified employees with experience in another district will be placed in the cell on the salary schedule recognizing his/her education and experience as if he/she were a current district employee.

3.70%	B.A.	B.A. + 15	B.A. + 30	M.A.	M.A. + 15	M.A. + 30	M.A. + 45
1	\$42,137	\$42,951	\$43,731	\$44,485	\$45,253	\$46,191	\$47,286
2	\$42,975	\$43,820	\$44,664	\$45,505	\$46,348	\$47,358	\$48,541
3	\$43,813	\$44,689	\$45,597	\$46,525	\$47,443	\$48,525	\$49,796
4	\$44,651	\$45,558	\$46,530	\$47,545	\$48,538	\$49,692	\$51,051
5	\$45,489	\$46,427	\$47,463	\$48,565	\$49,633	\$50,859	\$52,306
6	\$46,327	\$47,296	\$48,396	\$49,585	\$50,728	\$52,026	\$53,561
7	\$47,165	\$48,165	\$49,329	\$50,605	\$51,823	\$53,193	\$54,816
8	\$48,003	\$49,034	\$50,262	\$51,625	\$52,918	\$54,360	\$56,071
9	\$48,841	\$49,903	\$51,195	\$52,645	\$54,013	\$55,527	\$57,326
10	\$49,679	\$50,772	\$52,128	\$53,665	\$55,108	\$56,694	\$58,581
11	\$50,517	\$51,641	\$53,061	\$54,685	\$56,203	\$57,861	\$59,836
12	\$51,355	\$52,510	\$53,994	\$55,705	\$57,298	\$59,028	\$61,091
13	\$52,193	\$53,379	\$54,927	\$56,725	\$58,393	\$60,195	\$62,346
14	\$53,031	\$54,248	\$55,860	\$57,745	\$59,488	\$61,362	\$63,601
15	\$53,869	\$55,117	\$56,793	\$58,765	\$60,583	\$62,529	\$64,856
16	\$54,707	\$55,986	\$57,726	\$59,785	\$61,678	\$63,696	\$66,111
17	\$55,545	\$56,855	\$58,659	\$60,805	\$62,773	\$64,863	\$67,366
18	\$56,383	\$57,724	\$59,592	\$61,825	\$63,868	\$66,030	\$68,621
19	\$57,221	\$58,593	\$60,525	\$62,845	\$64,963	\$67,197	\$69,876
20	\$58,059	\$59,462	\$61,458	\$63,865	\$66,058	\$68,364	\$71,131
21	\$58,897	\$60,331	\$62,391	\$64,885	\$67,153	\$69,531	\$72,386
22	\$59,735	\$61,200	\$63,324	\$65,905	\$68,248	\$70,698	\$73,641
23	\$60,573	\$62,069	\$64,257	\$66,925	\$69,343	\$71,865	\$74,896
24		\$62,938	\$65,190	\$67,945	\$70,438	\$73,032	\$76,151
25			\$66,123	\$68,965	\$71,533	\$74,199	\$77,406
26				\$69,985	\$72,628	\$75,366	\$78,636

<u>APPENDIX B</u>

ESP WAGE SCHEDULE

2021-2022

All hourly wage rates will be increased at the rate of 3.0% except those that will increase due to the minimum wage law. Those hourly rates will be raised as stipulated in the law. In the event minimum wage is raised before the school year begins to a higher rate during that school year, the increase shall become effective the first day of school for the affected school year.

All newly hired Bus drivers will be paid an hourly rate of \$16.97/hr, subject to a route minimum of not less than \$70 per day.

All newly hired shuttle, extra trip, extra-curricular, and route drivers will be paid an hourly rate of \$12.32/hr.

All employees who perform duties under the following categories will be compensated for the entire time they are performing the job.

2021 - 2022 PAY RATES FOR NON-CERTIFIED STAFF

	JOB CATEGORY	<u>Entry</u>	<u>Basis</u>
1	Bilingual Instructional Aide	\$12.00	per hour
2	Bilingual Non-Instructional Aide	\$12.00	per hour
3	Bus Driver Short Route Bus Driver Long Route Bus Driver Hourly	\$8,573 \$11,252 \$12.32	per year per year per hour
4	Cafeteria Manager / Cook	\$12.00	per hour
5	Cafeteria Worker	\$12.00	per hour
6	Custodian	\$12.00	per hour
7	District Nurse (Non-School Nurse Certificated)	\$23,576	per year
8	Food Service Assistant Director	\$12.00	per hour
9	Instructional Aide	\$12.00	per hour
10	Non-Instructional Aide	\$12.00	per hour
11	Building Secretary	\$12.00	per hour

All hourly wage rates will be increased at the rate of 2.75% except those that will increase due to the minimum wage law. Those hourly rates will be raised as stipulated in the law. In the event minimum wage is raised before the school year begins to a higher rate during that school year, the increase shall become effective the first day of school for the affected school year.

All newly hired Bus drivers will be paid an hourly rate of \$17.44/hr, subject to a route minimum of not less than \$71.93 per day.

All newly hired shuttle, extra trip, extra-curricular, and out-drivers will be paid an hourly rate of \$13.00/hr.

All employees who perform duties under the following categories will be compensated for the entire time they are performing the job.

2022 - 2023 PAY RATES FOR NON-CERTIFIED STAFF

	JOB CATEGORY	<u>Entry</u>	<u>Basis</u>
1	Bilingual Instructional Aide	\$13.00	per hour
2	Bilingual Non-Instructional Aide	\$13.00	per hour
3	Bus Driver Short Route Bus Driver Long Route Bus Driver Hourly	\$8,830 \$11,589 \$13.00	per year per year per hour
4	Cafeteria Manager / Cook	\$13.00	per hour
5	Cafeteria Worker	\$13.00	per hour
6	Custodian	\$13.00	per hour
7	District Nurse (Non-School Nurse Certificated)	\$24,283	per year
8	Food Service Assistant Director	\$13.00	per hour
9	Instructional Aide	\$13.00	per hour
10	Non-Instructional Aide	\$13.00	per hour
11	Building Secretary	\$13.00	per hour

All hourly wage rates will be increased at the rate of 2.75% except those that will increase due tot the minimum wage law. Those hourly rates will be raised as stipulated in the law. In the event minimum wage is raised before the school year beings to a higher rate during that school year, the increase shall become effective the first day of school for the affected school year.

All newly hired Bus drivers will be paid an hourly rate of \$17.96/hr, subject to a route minimum of not less than \$73.90 per day.

All newly hired shuttle, extra trip, extra-curricular, and out drivers will be paid an hourly rate of \$14.00/hr.

All employees who perform duties under the following categories will be compensated for the entire time they are performing the job.

2023 - 2024 PAY RATES FOR NON-CERTIFIED STAFF

	JOB CATEGORY	Entry	Basis
1	Bilingual Instructional Aide	\$14.00	per hour
2	Bilingual Non-Instructional Aide	\$14.00	per hour
3	Bus Driver Short Route Bus Driver Long Route Bus Driver Hourly	\$9,095 \$11,937 \$14.00	per year per year per hour
4	Cafeteria Manager / Cook	\$14.00	per hour
5	Cafeteria Worker	\$14.00	per hour
6	Custodian	\$14.00	per hour
7	District Nurse (Non-School Nurse Certificated)	\$25,011	per year
8	Food Service Assistant Director	\$14.00	per hour
9	Instructional Aide	\$14.00	per hour
10	Non-Instructional Aide	\$14.00	per hour
11	Building Secretary	\$14.00	per hour

All hourly wage rates will be increased at the rate of 2.5% except those that will increase due to the minimum wage law. Those hourly rates will be raised as stipulated in the law. In the event minimum wage is raised before the school year beings to a higher rate during that school year, the increase shall become effective the first day of school for the affected school year.

All newly hired Bus drivers will be paid an hourly rate of \$18.50/hr, subject to a route minimum of not less than \$75.94 per day.

All newly hired shuttle, extra trip, extra-curricular, and out drivers will be paid an hourly rate of \$15.00/hr.

All employees who perform duties under the following categories will be compensated for the entire time they are performing the job.

2024 - 2025 PAY RATES FOR NON-CERTIFIED STAFF

	JOB CATEGORY	Entry	Basis
1	Bilingual Instructional Aide	\$15.00	per hour
2	Bilingual Non-Instructional Aide	\$15.00	per hour
3	Bus Driver Short Route	\$9,368	per year
	Bus Driver Long Route	\$12,295	per year
	Bus Driver Hourly	\$15.00	per hour
4	Cafeteria Manager / Cook	\$15.00	per hour
5	Cafeteria Worker	\$15.00	per hour
6	Custodian	\$15.00	per hour
7	District Nurse (Non-School Nurse Certificated)	\$25,762	per year
8	Food Service Assistant Director	\$15.00	per hour
9	Instructional Aide	\$15.00	per hour
10	Non-Instructional Aide	\$15.00	per hour
11	Building Secretary	\$15.00	per hour

APPENDIX C

DIFFERENTIAL PAY

Differential pay for various activities and athletic coaching will be made on an index according to this schedule based upon the appropriate BA salary schedule step as follows:

YEARS IN ASSIGNMENT	BA STEP FOR COMPUTATION
1-3	BA-2
4-6	BA-3
7-9	BA-4
10-12	BA-5
13-15	BA-6
16-18	BA-7
19-21	BA-8
22 and above	BA-9

The following factors will determine the BA step used for salary computation purposes:

- a. All District #238 service in the same activity or sport in grades 7-12 applies, if differential pay was received for the activity or sport.
- b. Experienced employees accepting employment in the district will be granted full credit, but the District shall be required to grant credit only up to a total of seven years of prior activity or sports service for salary computation purposes, based on coaching done in other schools. The District and the incoming employee may negotiate for a salary based on more than 7 years credit, but only up to the number of actual years of service which the employee has in other school districts. The Association President will be notified when this occurs.
- c. If an employee coaches the same activity in different seasons, different grade levels, or for a different gender, 2 years of credit will be given for each year of such coaching, beginning in 2009-2010.

Volunteer coaches may be utilized for assistant soccer, pom pon, freshmen coaching positions for boys basketball, girls basketball, football, and volleyball.

If we have a school sponsored team or group in the following categories, coach(es)/sponsor(s) will be hired in these positions:

	<u>High School</u>
Athletic Director (non-administrator)	18
<u>Art</u>	2
Odyssey (Yearbook)	6
Band Director	10

Baseball	
Varsity	13
Assistant Varsity	9
Boys Basketball	
Varsity	17
Sophomore	12
Freshman	12
Boys Wrestling	
Varsity	14
Assistant	10
Cheerleader Sponsor and Coach	8
Chorus	2
Extracurricular Choirs	2 8 2
<u>Choir Chimes Director</u>	2
Orchestra Pit Director	2
<u>Cross Country</u>	
Head Coach	12
Assistant (24 or more students participating)	8
EL Case Manager	7
<u>Football</u>	
Head Varsity	17
Assistant	11
Girls Basketball	
Varsity	17
Sophomore	12
Freshman	12
Girls Softball	
Varsity	13
Fresh-Soph	9
Girls Volleyball	
Varsity	17
Sophomore	11
Freshman	11
Golf	12
<u>Play Directing</u>	
Each Play	5
Each Musical	10 (5% per person)
Set Design and Construction	1 per show
Scholastic Bowl	7
Soccer	
Head Coach	15
Assistant	11
Speech Coaching	5

I.H.S.A. Swim Team Representative	1
Track	
Head Coach	15
Head Coach	15
Assistant Boys	11
Assistant Girls	11
Twirlers	5
Science Olympiad	4
Academic Challenge	4
	
	<u>Junior High</u>
Athletic Director (non-administrator)	11
Band Director	8
5 th -6 th Grade Band Director Assistant	1
Boys Basketball	
8 th Grade	10
7 th Grade	10
<u>Cheerleader Coach</u>	5
Football Cheerleading	3
<u>Chorus</u>	
Grades 7-8	1
EL Case Manager	7
Extracurricular Choir	1
<u>Football</u>	
8 th Grade Head Coach	9
7 th Grade Head Coach	9
Assistant	7
Girls Basketball	
8 th Grade	10
7 th Grade	10
Girls Volleyball	_
8 th Grade	9
7 th Grade	9
Scholastic Bowl	_
8 th Grade	5_
7 th Grade	5
Track	0
Head Boys Coach	9
Assistant	7
Head Girls Coach	9
Assistant	7
Twirlers Wreating	3
Wrestling Head Coach	0
Head Coach	8
Assistant	6

EL Case Manager – Lincoln EL Case Manager – Harding EL Case Manger – Central	Elementary 7 7 7
DISTRICT-WIDE POSITIONS:	
DEPARTMENT CHAIRPERSON/GRADE LEVEL CHAIR	
Pre-K Chair	7
Kindergarten Chair	7
1st Grade Chair	7
2 nd Grade Chair	7
3 rd Grade Chair	7
4 th Grade Chair	7
5 th Grade Chair	7 7
6 th Grade Chair 7 th Grade Chair	
8 th Grade Chair	7 7
Elementary PE Chair	7
HS Social Studies Chair	7
Vocational Department Chair	7
High School PE Chair	7
HS English Chair	7
HS Math Chair	7
HS Science Chair	7
HS Special Education Chair	7
HS Fine Arts/Foreign Language Chair	7
Building Test Coordinators	4
District Homeless Liaison	.4
Elementary Young Authors Chair	.8
Elementary Young Authors Committee	.4
School Leadership Team (no more than 8 members per building)	5

Prior years' experience will not be recognized.

<u>SPONSORSHIPS</u>	PERCENTAGE PER PERSON
Art Club1	0.40
Drama Club—1	0.40
Freshman Class—2	1.00
J.H.S. History Club—1	0.40
J.H.S. Student Council—1	0.80
J.H.S. Yearbook	1.25
Junior Class—2	2.50
Latin Club—1	0.40
Math Club—1	0.40
National Honor Society—1	0.80

Pass Club	0.40
Quill & Scroll—1	0.40
Student Council/Spirit Club Co-Sponsor	2.00
Student Council/Spirit Club Co-Sponsor	2.00
Science Club—1	0.40
Senior Class—2	1.65
Sophomore Class—2	1.25
Spanish Club—1	0.40

- 1. Differential pay for driver education shall be \$25.00 an hour.
- 2. The inclusion of any activity or course of study in the differential pay schedule shall not be interpreted as binding District #238 to maintain such activity or course of study as a program offered by District #238.
- 3. Employees who voluntarily or involuntarily provide substitute teaching on an hourly basis for teachers in the District shall be paid an hourly rate for substitute teaching. One-half of the amount will be paid for substituting for a class period of 10 minutes up to 30 minutes and the full amount will be paid for a class period of more than 30 minutes, including the amount of time in a high school class period.

\$25.00 an hour

4. Teachers who are not receiving pay on the differential schedule will be paid an hourly rate (to a maximum) of the substitute teacher daily pay rate for Saturday field trips and Saturday activities involving direct supervision of students, which are approved by the principal. Music Aides will be paid on this scale.

\$25.00 an hour

5. Teachers who supervise the building-wide after-school detention programs shall be reimbursed at an hourly rate.

\$21.00 an hour

6. Teachers who serve on committees or perform other tasks required by the School Improvement Plan and State Assessment processes shall be remunerated at an hourly rate provided all the work is outside of the regular teacher work day. This pay will cover such committees as, but not limited to: AIMS Web, Technology, Professional Development, etc.

Employees who serve on committees or perform other tasks required by an administrator, school board, local, regional, state, or federal law, including but

not limited to OSHA, Health Department or Fire Code, shall be remunerated at an hourly rate provided all of the work is outside of the regular employee work day.

\$20.00 an hour

- 7. Teachers on the listed district-wide positions will be allowed to miss one of the scheduled committee meetings in order to receive the differential committee pay. A sign-in sheet at meetings will be used for determining attendance. Committees should meet at least four times per year for teachers to qualify for the stipend. Differential pay for committees will be paid in the June 11th direct deposit.
- 8. Teachers who are required to attend IEP meetings outside of the contractual work day or during contractual preparatory time shall be remunerated at \$20.00 per hour prorated.
- 9. Employees on junior high school or high school lunchroom duty, whether voluntary or assigned, shall receive either a school lunch without a cost and \$90 per quarter, or \$145 per quarter with the employee having the choice of either option.
- 10. Employees who are asked to perform translation services in the form of phone calls, IEP meetings, written correspondence, Parent-Teacher conferences, student conferences, or any other translation tasks outside of normal working hours shall be remunerated at the rate of \$20.00 per hour, prorated to the quarter hour.
- 11. Employees who are asked to perform in-service training will be allowed to negotiate their compensation. The minimum compensation will be \$35.00 per hour. There will be no negative consequences for anyone who refuses an opportunity to provide training.
- 12. Parent-Teacher conferences that take place, at parents' request, outside of the scheduled 5 hours will be remunerated at the rate of \$20.00 per hour.

 PreK-6 over 15 at 3 per hour at \$20/hour

 7-12 over 20 at 4 per hour at \$20/hour
- 13. Teachers that attend programs, concerts, etc. after school hours to supervise their students will be compensated at the rate of \$20 an hour. The teacher in charge of the program, concert, etc. will not be additionally compensated.

W:\Bargaining\Monmouth-Roseville\Monmouth Roseville CBA -2021-2025.docx