

Professional Agreement

2010- 2013



between the
**Board of Education, River Ridge
Community Unit District #210**
and the
**River Ridge Education Association,
IEA/NEA**

PROFESSIONAL AGREEMENT

2010 - 2013
between the
River Ridge Education Association
and the
River Ridge Board of Education

1.0 PREAMBLE

The Board of Education of District #210, Jo Daviess County, Hanover, Illinois, hereinafter referred to as the "Board" and the River Ridge Education Association, hereinafter referred to as the "Association" recognize their common aim of providing the best education possible for the youth of the District. The Board, the administrative and supervisory staff, and the professional teaching personnel shall strive to attain this educational objective.

2.0 RECOGNITION

2.1 The Board of Education of School District #210, Jo Daviess County, Hanover, Illinois, hereinafter referred to as the "Board" recognizes the River Ridge Education Association, affiliated with the IEA/NEA, hereinafter referred to as the "Association" as sole and exclusive negotiating agent for all regularly employed certified personnel, hereinafter referred to as teachers, except for the superintendent, assistant superintendent, principal, substitute teachers, aides, secretaries, custodians, bus drivers, and cafeteria workers.

2.2 The Board recognizes the value of membership in the River Ridge Education Association, which is affiliated with the IEA/NEA, and encourages all faculty members to join and support this Association.

3.0 TEACHING CONDITIONS & Duties (See Appendix C1)

3.1 Every teacher shall be allowed all provisions of the Illinois School Code.

3.2 If an annual agreement has been signed, a teacher shall be given written notice of his/her assignments for the forthcoming year no later than sixty (60) days preceding the last day of the present school term, if such assignment represents a major change in the teacher's teaching pattern, major change to include building change, loss of coaching assignments, or a new class in a minor field. In the event of scheduling difficulties, the teacher affected shall be notified promptly, the situation discussed, and, at the teacher's options, changed assignments may be made within the sixty (60) days preceding the last day of the present school term. In the event of an emergency, the teacher affected shall be notified promptly, and changed assignments discussed.

3.3 Each teacher shall be provided with one preparation period per school day.

- 3.4 District #210 teachers will be allowed two paycheck options:
- A. District #210 teachers will be paid on the 21st of each month. If the 21st falls on a weekend or holiday, then the teacher will be paid on the last working day before the 21st of each month.
 - B. District #210 teachers will be paid twice each month (total of 24 per year). Payment to be made on the 6th and 21st of each month. If the 6th or 21st falls on a weekend or holiday, then the teacher will be paid on the last working day before the 6th or 21st.
 - C. Teacher's choice of options shall be made on or before the first school day of the year.
- 3.5 Pupil Problems--The parties agree that the teacher has the primary responsibility for the maintenance of discipline within the classroom. The Board, however, recognizes its responsibility to reasonably support, and assist the teacher in the maintenance of control and discipline in the classroom.
- 3.6 Study Hall Supervision--The Board intends to continue to utilize personnel other than teachers for study halls supervision only to provide a greater course offering for River Ridge students. The use of personnel other than teachers to supervise study halls will not result in the reduction in the number of teachers or in the level of employment for any teacher. For example, a three-quarters time teacher would not be reduced to five-eighths time by replacing him or her with someone who is not a teacher in a study hall.

4.0 TEACHER COMPENSATION AND FRINGE BENEFITS

- 4.1 Salaries shall be determined from the salary schedule or as an increase over the previous year's salary.
- A. Teachers in their first year of employment at River Ridge will be paid according to the salary schedule.
 - B. Teachers beyond their first year of employment at River Ridge shall receive a salary equal to the amount listed on the salary schedule, one step down per year of service
 - 1. Full time teachers may move a maximum of (1) column over per year in addition to their year advancement (Down 1 and over 1)
 - 2. Likewise, part-time teachers will be limited to increases proportional to their employment.

3. The salary for a teacher using the Retirement Incentive of section 4.3 of this agreement will be determined in accordance with that section

C. If the level of employment of a teacher changes, such as a part time position being expanded to full time, the salary will be determined based on the salary the teacher would have been paid for the new position during the previous year.

4.2 The salary, fringe benefits, and extra duty schedules shall be set forth as Appendices, which are attached to and incorporated in this agreement.

A. **Appendix A1** shall be the salary schedule for 2010 - 2011. Credits counted for salary schedule advancement beyond the Masters Degree column must meet these criteria:

1. All masters/graduate degree programs must be approved by the superintendent after presenting the “Degrees Program of Study.”

2. Only valid graduate level courses which improve the instructional abilities of the teacher will be accepted for future salary schedule advancement beyond the Masters degree column. The Superintendent shall be responsible for approving credits for advancement on the salary schedule. Teachers are encouraged to seek prior approval of courses for salary schedule advancement. A decision of the Superintendent regarding the validity of any course for salary schedule advancement may be grieved.

3. Proper forms need to be filled out and signed by superintendent prior to registering for the course(s). Transcripts must be turned in to District office by first teacher attendance day of the school year that the courses are included on the salary schedule.

B. **Appendix B1** shall be the extra duty schedules for 2010 – 2011.

C. National Board Certification – 3 graduate credits. Upon certification – 6 credits.

4.3 Workshop/Conferences

A. All workshops/conferences need principal approval.

B. All non-R.O.E. workshops are limited to 1 per year. Exceptions upon request from administration.

R.O.E. classes are limited to 9 hours previous to a Masters Degree/certificate.

- C. If the staff member is taking the workshop/conference for credit, (Superintendent approval needed), the staff member must pay all fees.
- D. Workshops/conferences approved by the administration without credit:
 1. Mileage paid if school vehicle not available.
 2. Meals paid – 1 day workshops: Maximum \$10.00 (Taxable Income)
 3. Meals paid – Overnight: Maximum \$30.00/day
 4. Registration/fees
 5. Expenditures may be adjusted upon administrative approval.
 6. Teachers seeking graduate credit must pay the tuition for the workshop/conference.

4.4 Retirement Incentive

- A. The Board will provide a Retirement Incentive to those teachers who submit in writing their intention to retire by February first **two years** prior to the planned retirement. **A teacher may opt to provide only 1 year notice and receive only one year incentive.** The Board may waive the notification deadline.
- B. A teacher receiving the Retirement Incentive will be given a six percent (6%) increase in salary above the salary received during the years prior to retirement. The six percent (6%) increase will include any raise derived from changes to the salary schedule due to collective bargaining.
- C. To receive the Retirement Incentive a teacher must be eligible to receive a retirement allowance from the Downstate Teachers' Retirement System of Illinois, and must be no more than 60 years of age at the conclusion of his/her service in the River Ridge District. Any teacher who reaches eligibility to receive a retirement allowance from the Downstate Teachers' Retirement System of Illinois after the age of 60, shall be able to receive the Retirement Incentive during his/her first year of eligibility if that is the conclusion of his/her service to the River Ridge District.
- D. The Retirement Incentive will be included in the retiring teacher's salary for his/her final year of service.
- E. The River Ridge Retirement Incentive and the Early Retirement Option provided by State of Illinois statute are entirely separate. Teachers are reminded that under current statutes the Board may limit the number of retiring teachers who receive the Early Retirement Option to 30% of those who are eligible to receive it in any school year.
- F. If a teacher who is receiving the Retirement Incentive does not retire as had been intended, he/she must make arrangements with the Board to adjust his/her salary to the amount it would have been if the Retirement Incentive had not been given.

The Board may require this adjustment to be completed by September first of the year in which the teacher had intended to retire.

- G. If The State of Illinois, by statute or regulation, limits the amount of a retirement incentive or requires additional payments by the Board if it gives a retirement incentive above a limit, then the River Ridge Retirement Incentive shall be reduced to the State limit. The maximum retirement incentive for River Ridge shall be 6% (includes normal steps.)

5.0 ASSOCIATION AND TEACHER RIGHTS

- 5.1 Personnel File--Each teacher shall have the right, upon request, to review the contents of his/her own personnel file, in the presence of an administrator, with the exception of confidential college credentials.
- 5.2 Right to Representation--When any teacher is required to appear before the Board concerning any matter, which could adversely affect the continuation of that teacher in his/her position of employment, salary, or any increments pertaining thereto, the teacher shall be entitled to have a representative of the Association present.
- 5.3 Association Rights--The Association shall be permitted to use the school building after obtaining administration approval for their meetings twenty-four (24) hours in advance and the use of the faculty room bulletin boards and teachers' mailboxes for posting and distributing Association information.
- 5.4 Changes to Existing Policies and Procedures--Before the Board changes any existing policies or procedures, which affect the teacher's wages, hours or other conditions of employment, they shall notify the Association of any potential change. The association may, within ten (10) days of the notification, serve a written demand to bargain pursuant to the rules and regulations of the Illinois Educational Labor Relations Board.
- 5.5 Changes to Statutes or Regulations -- Should the rights and privileges accorded teachers under the law and/or regulations be modified, the Board agrees to negotiate the impact of these modifications with the Association.
- 5.6 FAIR SHARE
 - A. Each Bargaining Unit Member, as a condition of his/her employment, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues. In the event that the Bargaining Unit Member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

- B. In the event of any legal action against the Employer 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:
1. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and,
 2. The Employer 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.
- C. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer 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.
1. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which 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.
- D. The obligation to pay a fair share fee will not apply to any teacher who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such teacher 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 teacher to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

6.0 PROFESSIONAL GRIEVANCE PROCEDURE

- 6.1 Definition--Any claim by the Association, a teacher, or group of teachers that the rights of teachers have been impaired is a grievance.
- 6.2 Procedure--The parties hereto acknowledge that it is usually most desirable for a teacher and his immediately involved administrator to resolve problems through free and informal communications. When requested by the teacher, the building representative may accompany the teacher to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the teacher or the Association, a grievance may be processed as follows:

- A. The teacher or the Association may present, within ten (10) working days, the grievance in writing to the superintendent or his designee. The administrator will arrange a meeting within ten (10) working days after the receipt of the grievance. The Association's representative, the aggrieved teacher, and the immediately involved administrator shall be present at the meeting. The superintendent shall provide a written answer to the aggrieved teacher and the Association within ten (10) working days after the meeting. This answer shall include the reason for the decision.
- B. If the grievance is not resolved by the superintendent, the teacher and/or the Association shall refer it to the Board of Education at their next regularly scheduled meeting or within thirty (30) calendar days. The Association's representative, the aggrieved teacher, and the immediately involved administrator shall meet with the Board of Education to discuss the grievance. The Board shall give its written response to the grievance, stating the reasons for their decision within fifteen (15) working days following the meeting.
- C. If the Association is not satisfied with the disposition of the grievance at B, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the B answer, then the grievance shall be deemed withdrawn.

- 6.3 Fees--The fees and the expenses of the arbitrator shall be shared equally by the two parties.
- 6.4 Representation--The Board acknowledges the right of the teacher's and/or the Association's grievance representative to participation in the processing of a grievance at any level.
- 6.5 No Reprisal Clause--No reprisal shall be taken by the Board or the administration against a teacher because of his participation in a grievance.

7.0 FRINGE BENEFITS

- 7.1 Sick Leave, Professional Staff--Each teacher is entitled to twelve (12) days of sick leave each work year, with unused leave accumulating to 360 days.
 - A. Sick leave is interpreted to mean personal illness, quarantine at home, or illness or death in the immediate family or household. Up to three (3) days of sick leave may be used for funerals in the immediate family. Unusual situations may be brought to the attention of the superintendent for consideration and action.

- B. The immediate family will mean the Employee's spouse, children, grandchildren, brothers, sisters, parents, grandparents, parents-in-law, **grandparents-in-law**, brothers-in-law, sisters-in-law, **aunts/uncles-in-law**, and legal guardians.
Additional days may be requested for spouse or dependent children.
- C. A teacher may miss 2 class periods (1 ½ hrs) upon approval from principal **for medical reasons, otherwise 1 period** without a leave request if the request is granted and covered. More than 2 class periods (1 ½ hrs) will then be considered either ½ or full sick or personal day.

7.2 Sick Leave Bank

- A. The Board of Education, in cooperation with the River Ridge Education Association (RREA), shall establish a Sick Leave Bank with record keeping by the school and the RREA.
- B. Members of the certified teaching staff shall donate a maximum of two (2) of their sick leave days to the bank at the beginning of each school year or upon signing a contract of employment with the District, whichever shall be later.
 - 1. Members who do not owe days to the bank shall donate two (2) of their sick leave days per year until they have 10 days in the bank. The donation would be one (1) day for a member with nine (9) days in the bank.
 - 2. Members, who owe days to the bank, shall donate two (2) of their sick leave days per year until they have replaced the borrowed days or their employment at River Ridge ends.
- C. A member of the certified teaching staff shall not withdraw days from the bank until he/she has exhausted all of his/her accumulated sick leave.
- D. When a member's sick leave days have been exhausted, he/she may use the number of days he/she has in the bank.
- E. When a member has exhausted the days he/she had in the bank, he/she may borrow up to a maximum of fifty (50) days per school year, provided that the member
 - 1. Provides, upon Board request, a doctor's statement indicating the need for additional sick leave.
 - 2. Has been unable to perform his/her duties for a waiting period of five (5) consecutive workdays. The member may use personal **days** to avoid losing pay for those days.

3. Provides, upon Board request, a doctor's statement indicating that upon returning to work he/she is able to perform his/her duties.

F. When a member's employment at River Ridge ends, he/she may draw from the sick leave bank up to the number of days the member has contributed to the sick leave bank and has not used.

G. If the number of sick days needed in any school year exceeds the number of days available in the bank, then the number of days shall be divided equally among the needing members.

7.3 Parental Leave--Absence due to pregnancy related disability shall be treated as sick leave. The Board shall grant requests for a parental leave-of-absence. The beginning and termination dates of the leave shall be determined by the teacher and his/her physician and a school appointed doctor as a consultant if so desired. Within any calendar year a teacher who returns from parental leave shall be reinstated to his/her former position.

7.4 Family and Medical Leave

A. Family and medical leave is available in one or more of the following instances:

1. The birth and first-year care of a son or daughter,
2. The adoption or foster placement of a child
3. The serious health condition of an employee's spouse, parent, or child, and
4. The employee's own serious health condition.

Note: Refer to River Ridge District Board Policy Manual – Section 5:185

7.5 Association Leave--In the event that the Association desires to send a representative to local, state, or national conferences or on other business pertinent to Association affairs, the representative shall be excused without loss of salary for an aggregate total of four (4) days in any school year. The Association will pay the cost of the substitute at the current rate. The representative shall give at least five (5) days' notice of the Association business.

7.6 Paid Retirement – The Board shall pay the teachers' required contributions to the Teacher Retirement System.

7.7 Insurance

A. The Board will make a contribution to provide health insurance for all teachers employed .5 full time equivalent or more. No annuities or extra monies will be paid. Teachers who are married and are both employed at River Ridge may apply the amount of both of their single coverage premiums towards family coverage.

- B. The monthly Board contributions shall be single premium plus 25% of the difference between Family insurance minus single premium for employees desiring: Single plus Spouse, Single plus Children or Family Insurance. Teachers who are married and are both employed at River Ridge and select insurance above single coverage, only one teacher gets the 25% towards family insurance

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- C. If the single coverage health insurance premium increase is 10% or more, either party may re-open negotiations on the premium issue only.

7.8 The Board shall pay members required teacher retirement contribution to the Teacher Retirement System.

7.9 Payroll Deductions

- A. Withholding Tax for Certified Teachers--Federal Income Tax will be withheld on the basis of information furnished by the teachers on Form W-4.
- B. Other Deductions--When so authorized by the teacher in writing, deductions will be withheld for such items as professional dues, insurance, and other approved deductions.

8.0 Personal Leave

- A. The Board shall grant each teacher two (2) days of personal leave per year without loss of pay. Teachers can accumulate five (5) days of personal leave.
- B. Except in the case of an emergency, as determined by the Superintendent, advanced notice of the necessity for personal leave shall be submitted at least 24 hours, and sooner if possible, to the Superintendent or the Superintendent's designee. If substitutes are not available, the Administration may require that leaves be rescheduled.
- C. For the first and last student attendance days of a school year, personal leave shall not to be used to extend summer vacation. The Superintendent may grant personal leave for those days, if the teacher's absence is reasonably unavoidable.
- D. At the teacher's option, personal leave in excess of three (3) days accumulated may be taken off or the teacher may elect to work and receive additional compensation equivalent to that normally paid Substitute Teachers. Upon retirement a teacher shall receive additional compensation equivalent to that normally paid Substitute Teachers for unused personal days.

8.1 Leave of Absence--Leaves of absence without pay may be granted to employees who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District as determined by the School Board.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than two years may be granted to teachers according to the following conditions:

- A. Written requests for leaves of absence without pay should be made at least three months before the leave is desired, subject to approval by the School Board.
- B. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
- C. Leaves of less than one month, if acceptable to and approved by the administration, will not require School Board approval or three months notice.
- D. Leaves may be granted for:
 - 1. Advanced study leading to a degree in an approved university;
 - 2. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
 - 3. Military service;
 - 4. Other reasons acceptable to the School Board which will improve the educational program in the District.
- E. Employees on such leave may continue insurance benefits if they reimburse the District for any pro-rata costs of benefits for which they apply and are eligible.
- F. Employees shall advance on the salary schedule while on any approved leave of absence by working at least one hundred (100) days in any given school year in which a leave is effective
- G. Employees shall earn seniority while on any approved leave of absence.
- H. “Dock Days” or Leave without Pay are not an authorized leave category but is described here to clarify the difference between approved leave and leave that is not approved. Employees are not allotted “Dock Days” and they do not represent a separate type of leave available to them. Because “Dock Days” are unauthorized, use of them may potentially lead to disciplinary action against an employee, up to and including discharge. Realizing there may be rare extraordinary circumstances which will be dealt with on a case by case situation.

9.0 STRIKES

9.1 The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in a strike.

10.0 TEACHER EVALUATION

10.1 Non-tenured teachers shall be evaluated a minimum of twice in each school term. Tenured teachers shall be evaluated at least once every two school terms.

10.2 The administration shall attempt to provide the teacher with assistance to improve the quality of teaching and to eliminate any deficiencies noted in the evaluation.

10.3 Evaluation Procedures will be determined by joint agreement of the **Administration** and the RREA.

11.0 SENIORITY

11.1 Additions to the seniority list will conform to the following rules:

- A. Seniority is the length of the teacher's service within the bargaining unit starting with the first day on which duties are performed. Part-time service of tenured teachers for a full school term will be counted as a full year of service. Leaves of absence will count as time in service.
- B. Ties within the seniority list will be broken only when there exists a need to resolve the tie. The school administration shall consider teacher evaluations, teaching experience in the subject and grade level to be taught, and the courses taken which directly relate to the material to be taught, when determining the resolution of ties. A teacher may grieve the Board's decision, if he/she feels the decision does not conform to these criteria.

12.0 RECALL

12.1 Any tenured teacher who has been dismissed for economic reasons, a reduction in force, declining enrollment, or the reduction or elimination of a program shall have recall rights as follows:

- A. Recall rights shall be in effect until the beginning of the third school term following the teacher's dismissal.
- B. Recalled teachers shall have the accumulated sick leave, salary schedule position, and seniority they had when dismissed.

- C. The Board shall offer available positions to the most senior qualified teacher. Qualifications are to be determined at the time of recall according to the standards set by the State Board of Education.
- D. It shall be the teacher's responsibility to keep the district informed as to where he/she may be contacted and of any additional areas of qualification obtained.
- E. A teacher may elect to be passed over, in which case the teacher retains his/her position on the recall list and the Board will offer the position to the next most senior qualified teacher. Having chosen to be passed over for a position, the teacher forfeits his/her rights, under this Article, to that position, unless it should subsequently become available again. Then, the teacher could again be offered the position according to the conditions of this Article.

13.0 MISCELLANEOUS

13.1 Savings Clause--Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction then those articles, sections or clauses affected thereby shall be deleted from this agreement to the extent that they violate the law. The remaining articles, sections and clauses shall remain in full force and effect.

14.0 DURATION OF AGREEMENT

13.1 This Agreement replaces the previous agreement between the Board and the Association and shall be effective as of July 1, 2010, and shall continue in effect until June 30, 2013.

13.2 This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties or is replaced by a Successor Agreement.

In witness thereof:

For the River Ridge
Education Association

For the Board of Education
River Ridge School District #210

President

President

Secretary

Secretary

2010-2011

Year	Salary + TRS	BA/BS	BA + 8	BA + 16	BA + 24	BA + 32 MA/MS	MA + 8	MA + 16	MA = 24
0		32140	33426	34763	36153	37599	39103	40667	42294
		35475	36894	38369	39904	41500	43160	44887	46682
1		33426	34763	36153	37599	39103	40667	42294	43986
		36894	38369	39904	41500	43160	44887	46682	48549
2		34763	36153	37599	39103	40667	42294	43986	45745
		38369	39904	41500	43160	44887	46682	48549	50491
3		36153	37599	39103	40667	42294	43986	45745	47575
		39904	41500	43160	44887	46682	48549	50491	52511
4		37599	39103	40667	42294	43986	45745	47575	49478
		41500	43160	44887	46682	48549	50491	52511	54612
5		39103	40667	42294	43986	45745	47575	49478	51457
		43160	44887	46682	48549	50491	52511	54612	56796
6		40667	42294	43986	45745	47575	49478	51457	53515
		44887	46682	48549	50491	52511	54612	56796	59068
7		42294	43986	45745	47575	49478	51457	53515	55656
		46682	48549	50491	52511	54612	56796	59068	61431
8		43986	45745	47575	49478	51457	53515	55656	57882
		48550	50491	52511	54612	56796	59068	61431	63888
9			47575	49478	51457	53515	55656	57882	60198
			52511	54612	56796	59068	61431	63888	66443
10				51457	53515	55656	57882	60198	62606
				56796	59068	61431	63888	66443	69101
11					55656	57882	60198	62606	65110
					61431	63888	66443	69101	71865
12						60198	62606	65110	67714
						66443	69101	71865	74740
13								67714	70423
								74740	77729

