



AGREEMENT

Between

THE MANTENO COMMUNITY UNIT SCHOOL DISTRICT NO. 5

BOARD OF EDUCATION

And

MANTENO EDUCATION ASSOCIATION

IEA-NEA

2014-2018



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## **ARTICLE I. RECOGNITION AND SCOPE**

### ***A. Recognition***

The Board of Education of Manteno Community Unit School District No. 5, Kankakee County, Manteno, Illinois, hereinafter referred to as the “Board,” recognizes the Manteno Education Association, IEA-NEA, hereinafter referred to as the “Association” as exclusive negotiating/agent for regularly employed certificated teachers and registered therapists who are covered under TRS, but excluding the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Dean of Students, Program Coordinators, substitutes, part-time teachers employed less than half-time, temporary and/or short-term teachers, permanent substitutes, and any other employees hired hereafter as a supervisor or a managerial employee. The term “teachers” when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as determined above.

### ***B. General Principle of Negotiations***

1. The purpose of this recognition is a mutual agreement between the parties to negotiate in a good faith effort.
2. “Good faith effort” is defined as the mutual responsibility of the Association and the Board to deal with each other openly and fairly and endeavor to reach agreement on the items being negotiated. It does not imply that either party will agree with, or accept, the other party’s proposals, or be compelled to reach agreement on specific topics.

## **ARTICLE II. BOARD, TEACHER, AND ASSOCIATION RIGHTS**

### ***A. Board of Education***

It is recognized that the Board of Education and Administration hereby retain and reserve unto themselves all rights, powers, authorities, duties, and responsibilities conferred upon or vested in them by law, including the right to determine the purpose, mission, object, and policies of the School District; to determine the facilities, method, means, equipment, procedure, and personnel required to conduct the School District programs; to administer the personnel system of the School District, including the recruitment, selection, appointment, evaluation, training, retention, promotion, assignment, discipline, suspension, demotion, and discharge of employees; to direct,

supervise, schedule, and assign the work force; to establish standards and criteria for performance; to maintain the discipline and efficiency of the employees and the operation of the School District; and to take whatever actions may be necessary or appropriate to carry out the objectives of the School District. The parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Board of Education and Administration, and they shall continue to exclusively exercise such powers, duties, and responsibilities during the period of this Agreement except as limited by the specific and express terms of this Agreement.

### ***B. Professional Teaching Personnel***

Teachers have the right to join, or not to join, any organization for their professional or economic improvement. Upon written approval, on a form provided by the Administration, newly-hired teachers may request their names and addresses be provided to the Association.

### ***C. Teacher Obligations***

Nothing contained in this Agreement shall be construed as rescinding the obligation of the teacher to exercise the maturity, restraint, patience, and judgment which are normally required in the guidance, training, and education of youth. Any contract provision that requires the employee to submit a written request to the Board shall submit such request through his or her immediate supervisor.

### ***D. Association Meetings***

1. The Board agrees that the Association has the right to use school facilities after duty hours subject to advance approval of the affected School Principal.
2. Such use shall not interfere with or interrupt normal school operations or conflict with previously-scheduled activities.
3. When special custodial service is required, the Board may charge the Association for this service. Consumable supplies shall be reimbursed to the District by the Association.

## ***E. Placement of Items in Teacher's Personnel File***

### **1. Personnel File Items**

Only one official personnel file shall be maintained per teacher with that file being located in the Superintendent's office. A copy of any permanent material, except confidential material such as evaluations by colleges or previous employers, shall not be placed in a teacher's personnel file without a copy also being provided to the teacher. The teacher has the right to answer in writing and his/her answer will be attached to the file copy. The teacher must respond within ten (10) working days of becoming knowledgeable of the material.

### **2. Right to Examine File**

The teacher shall have the right to examine his/her official personnel file upon written request. The review shall occur within two (2) work days. The review shall not include confidential material, such as evaluation by colleges or previous employers. When the review occurs, a representative of the Superintendent's office shall be present, along with a representative of the teacher if so desired by the teacher.

### **3. Right to Reproduce Materials in File**

Upon written request, the teacher shall be provided copies of materials contained within a teacher's personnel file, other than confidential material, at \$.15 a copy, within two (2) work days. The cost does not cover the initial copy provided in E-1.

## ***F. Information to Association***

The Board agrees to make available to the Association information and reports, which are prepared for the public distribution upon written request by the President of the Association. Nothing herein shall require the Board and/or the Administration to conduct any research and/or assemble special documents for the Association. In addition, a copy of all approved minutes of the Board meetings, excluding minutes of executive and/or closed sessions, will be provided the President of the Association.



### ***G. Use of Mailboxes by Association***

The Association may use teacher mailboxes and/or electronic communication to distribute general bulletins/announcements, with copies being provided to the Building Principals and Superintendent. Copies of all electronic correspondence will be maintained as per District Retention of Electronic Information Policy.

### ***H. Use of Bulletin Boards by Association***

The Association may use a designated bulletin board in each teacher lounge to post general bulletins, announcements, and Association information, with copies being provided to the Building Principals and Superintendent. Postings shall not include materials covering public candidates/political activities.

### ***I. Board Agenda to Association***

The Association will be furnished a copy of each Board agenda prior to each meeting.

### ***J. Association Representatives***

Duly authorized representatives of the Association shall be permitted to visit schools in accordance with administrative regulations governing all visitors. It is understood that such representatives shall not interrupt instructional and related activities.

### ***K. Association Leave***

The Association shall have eight (8) days a year for the purpose of sending a representative(s) to a regional, state, or national conference with representative(s) being excused without loss of salary providing the Association reimburse the District for the cost of the substitute(s). Written notification of such leave shall be submitted to the Superintendent by the President of the Association at least five (5) working days in advance of the requested date.

### ***L. Association Representation on Board Committees***

The Association reserves the right to appoint one (1) Association member to any and/or all Board of Education standing committees. The Association member will receive the same reports and other written communications as any other member.

### ***M. Fair Share***

1. Each bargaining unit member, 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 members of the Association, including local, state, and national dues.
2. 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 Employer shall deduct the fair share fee from the wages of the non-member.
3. Such fee shall be paid to the Association by the Employer no later than ten (10) days following deduction.
4. 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:
  - a. 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
  - b. 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.
5. 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 of administrative agency as a direct consequence of their 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 which may arise as a result of any type of willful misconduct by the Employer or the Employer'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 agreed non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

## **ARTICLE III. NEGOTIATION PROCEDURE**

### ***A. Representation***

Each party shall select its own representatives.

### ***B. Commencement of Negotiations***

Negotiations covering a future agreement shall not commence prior to March 15<sup>th</sup> in the year in which this Agreement terminates unless both parties agree to an alternate date.

### ***C. Authority***

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, and make counter-proposals in the course of negotiations.

### ***D. Agreements***

During negotiations, agreed-upon material shall be prepared for the Board and the Association negotiating teams and initialed prior to the adjournment of the meeting. Secretaries (recorders) for both parties shall keep records until full agreement and ratification is obtained.

## ***E. Ratification***

When the Association and Board reach final 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. The Association President shall notify the Board in writing of the membership's decision. If the membership of the Association ratifies the Agreement, then it shall be submitted to the Board for ratification.

## **ARTICLE IV. ASSIGNMENTS**

### ***A. Notice of Assignments***

The Board will electronically post to each teacher's "Employee Access" account, his or her tentative classroom, extra-curricular and committee assignments for the following school year by 3:00 pm on the last teacher attendance day. Assignment discrepancies are to be reported to the building administrator immediately. Financial discrepancies are to be reported to the Director of Pupil Personnel Services when discovered and within the applicable fiscal year. Should changes in assignments be necessary after the end of the school year and during the regular school year, the teacher will be notified in writing and will have ten (10) working days from the decision to make the change to prepare for the new assignment.

### ***B. Extra-Curricular Assignments***

1. It is understood that all coaches and extra-curricular sponsors will be evaluated in writing no later than twenty (20) school days after the end of their season. By the June meeting of the Board of Education, the Administrator in the building in which the extra-curricular activity occurs shall meet with each extra-duty assignment coach and/or sponsor to discuss any changes in the program or sponsorship for the following year. The coach and/or sponsor may indicate his or her desire to remain in the position the following year. The Building Administrator, likewise, may indicate his or her desire to have the coach and/or sponsor fill the extra-duty assignment the following year. The Building Administrator shall also survey the district staff to assess interest in any of the extra-duty assignments in the event positions may become available.
2. In determining the assignment for paid extra-curricular assignments and team leader positions, the Administration maintains the managerial right to assign extra-curricular

positions. Payment shall be in accordance with the established extra-curricular pay schedule (Appendix B).

3. In determining the assignments of paid event workers for all District activities and extra-curricular events, openings shall be posted in the building where the event occurs for three (3) school days to allow members of the bargaining unit in that attendance center to sign up. Any positions unfilled after that posting will then be open to other bargaining unit staff for three (3) school days. Any positions that remain unfilled will be filled at the administrator's discretion. If events are changed or rescheduled, the administration may fill these openings with any staff member. This excludes any current event workers who have been past employees of the District and have shown dedication to a specific extra-curricular assignment. Those individuals shall be given first opportunity to sign up for those extra-curricular assignments that they have been involved with.

## **C. Meetings**

### **1. Attendance at Parent-Teacher Functions**

Attendance at parent-teacher functions outside of the regular school day, along with other scheduled evening activities, is required. The Administration will publish such evening obligations as far in advance as possible, including a tentative posting of obligations prior to the end of each school year for the subsequent year. Teachers anticipating conflicts have the obligation to review the conflict with his/her Building Principal with the Building Principal retaining the prerogative to excuse a teacher from a single event. However, the final decision-making covering all such circumstances shall remain with the Administration.

### **2. Parent-Teacher Conferences**

- a. Parent-teacher conferences in the District shall be scheduled on two (2) non-consecutive evenings. School will be dismissed after 300 minutes of instructional time has taken place in accordance with 105 ILCS 5/18-8.05 on each conference day. Conferences will be held from 4:00 to 8:00 p.m., with one (1) fifteen (15) minute break. The compensation time will be a full day off the Wednesday before Thanksgiving.
- b. If parents or guardians cannot meet in either of those evenings because of a conflict, teachers will take reasonable efforts to make alternative arrangements for said parents/guardians.

- c. If by virtue of going to two (2) evening conferences causes an extra attendance day, then the Employer/Employee Committee will develop an alternative schedule.
- d. Parent teacher conferences shall be held no earlier than the posting of the first quarter grades.

### **3. Faculty Meetings**

- a. Building faculty meeting dates and times shall be determined by the Building Principal and staff. Such meetings may be scheduled before or after the teachers' scheduled work day. The principal has the right to call unscheduled meetings as deemed necessary. Faculty meetings scheduled after the certified staff's contractual work day shall not exceed fifty (50) minutes in length.
- b. Non-emergency faculty/building meetings shall not take place on days when teachers must return for open house and/or parent-teacher conferences.

### ***D. Transfers***

1. The administration maintains the managerial right to assign staff and initiate transfers. The administration reserves the right to use discretion in the approval of transfers. Transfers will only be made when it is in the best interest of children and the district.
2. Teachers who desire to transfer to a different assignment shall apply in writing to the Superintendent or his/her designee by March 1<sup>st</sup>.
3. During the regular school year the affected teachers will have the opportunity to present their views of the proposed transfer before it is implemented. During vacation periods, whenever possible, the affected teachers will have an opportunity to present their views on the proposed transfer before it is implemented.
4. Board anticipated full-time teaching vacancies, coaching vacancies, and/or extracurricular assignments may be advertised on district electronic media. The Association recognizes the right of the Board to leave vacancies unfilled.

### ***E. Work Day***

1. The teachers' work day shall normally not exceed seven (7) hours and twenty-five (25) minutes, inclusive of lunch. The teachers' work day shall begin twenty (20) minutes prior to the first scheduled class each day, with the work day ending fifteen (15) minutes following the dismissal of the last scheduled class except for detention duty and meetings. The School Board shall set the specific hours in each building. In the event the Board changes specific hours, written notification, including an explanation, will be presented to the teachers. The final decision as to the specific hours of each building shall remain with the Board. In the event of early dismissal due to emergency conditions, teachers shall be allowed to leave after students have cleared their respective buildings. Should students remain whose departures are delayed, the Administration may assign appropriate numbers of teachers to the supervision of those students.
2. Staff who works in multiple buildings will work a total of seven (7) hours and twenty-five (25) minutes, inclusive of lunch and shall schedule their starting and ending times with the building principals involved.
3. Teachers who are unable to report to work because of severe inclement weather shall be permitted to utilize a personal leave day.
4. Part-time employees covered under this Agreement shall start their day five (5) minutes prior to their first class and shall end their day five (5) minutes after the end of their last class.

### ***F. Planning Time***

1. Teachers in grades K-5 shall have a minimum of two hundred twenty-five (225) minutes of duty-free planning time, during every five day week, excluding before and after school, and transition time between specials.
2. Teachers in grades 6-8 shall have a minimum of five (5) planning times per week, not including before and after school time during a full week of school. In addition, teachers shall have a minimum of one hundred (100) minutes of team planning per week as long as the Middle School program is in existence.

3. Teachers in grades 9-12 shall have a minimum of one (1) planning period per full day. For block scheduling, there shall be a minimum of ten (10) planning periods every two weeks of school. In the event a planning period cannot be scheduled each day, the Administration shall meet with the affected teacher for his/her input on the schedule prior to making the decision. It is understood that unless a teacher volunteers, no teacher shall be assigned a schedule without a daily planning period in two (2) consecutive years.
4. Teachers who are assigned to teach in more than one (1) building per day shall work with the Building Administrator in each building to develop a schedule that will allow the teachers to have preparation in each building.

### ***G. Staff Proficiency in Use of Computers***

Teachers mandated to attend technology training outside the contractual year, should be paid at the \$17.00 per hour rate set forth in this contract.

### ***H. Open House Release Time***

1. Release time – On both Open House days, if student are in attendance, all teachers shall end the work day fifteen (15) minutes following the dismissal of students.
2. Each building shall hold one (1) Open House for not longer than two (2) hours and ending no later than 8 p.m. Open House shall not be held earlier than three (3) days prior to the start of the teachers' school year, excluding Friday and the day of teacher institute. To compensate the teachers for their time prior to the start of the school year, school will be released at the early dismissal schedule the day prior to Spring Break and the day before Winter Break.

### ***I. Class Size***

1. Class size in Pre-K and blended classrooms will follow state and federal regulations.
2. The number of students in grades K-1 shall not exceed twenty-three (23) per class.
3. The number of students in grades 2-5 shall not exceed twenty-seven (27) per class.



4. The number of students in any one core (math, science, social studies, and English) classroom in grades 6-8 shall not exceed twenty-eight (28).
5. A core teacher (math, science, social studies, and English) in grades 9-12 shall not have a class load of more than 174 students, including homebound students.

In the event any of the numbers listed above are exceeded, an aide shall be hired for the grade level (K-5), team (6-8), or department (9-12) as determined no later than May 1.

When five (5) or more classrooms in any one grade level, department, or team exceeds the class size limitation by two (2), an additional grade level or department aide shall be hired.

The administration may choose, as an alternative to the above, to employ a certified teacher in the role of a teacher's assistant during which time the Board secures classroom space, whether by purchase/leasing space or by implementing a split schedule. Once the space is ready for occupancy, the certified teacher will move into the new space.

### ***J. Part-Time Teachers' Non-Teaching Days***

Part-time teachers shall only attend school improvement days, Institute days, and other meetings on a pro-rated basis.

## **ARTICLE V. EVALUATION**

### ***A. Evaluation Committee***

The Board and Association shall establish an Evaluation Committee which shall consist of administrators appointed by the Superintendent, President of the Association, and at most one (1) teacher appointed by the Association from each of the attendance centers. The Chairperson shall be the District Curriculum Director. An agenda shall be presented three (3) working days prior to the meeting. Minutes of each meeting will be maintained by a member of the committee as appointed by the committee, with copies being posted electronically, and sent to the Board and Association President.

## ***B. Establish Procedures***

1. Ratified changes with respect to the Committee's established procedures covering the evaluation process affecting all teachers shall be incorporated into the current agreement when the revised evaluation plan is ratified by the parties as noted above.
2. Both parties, District and MEA, agree to work diligently to uphold all state requirements pursuant to teacher evaluation within the imposed time frame. The evaluation plan will be altered in accordance with statutory procedures recognizing respective rights and obligations of the Board and Association.
3. Until a new evaluation plan is ratified, the current evaluation plan shall remain in force and effect in all attendance centers. When a new evaluation plan is implemented, it shall not be changed unless such changes are processed through the same process as elaborated upon above.

## ***C. Future Use of Evaluation Committee***

Additional meetings may be convened by mutual agreement between the parties or when required by State law.

# **ARTICLE VI. NO STRIKES AND SLOWDOWNS**

## ***A. General Teacher and Association Responsibilities***

During the term of this Agreement and any mutually agreed upon extension thereof, neither employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association shall engage in, authorize, or instigate a strike and/or slowdown.

## ***B. Association Responsibility***

It is agreed that the Association will, within one (1) week of the date of the signing of this Agreement, serve upon the Board a written notice which will list the Association's authorized

officers and building representatives who deal with the Board, make commitments for the Association generally, and in particular have the sole authority to act for the Association.

### ***C. Association Communication Responsibilities***

It is agreed that in the event of any such unauthorized action, the Association shall, within twenty-four (24) hours of receipt of notice thereof, address a letter to the Board notifying the Board that the action of the teacher or Association agents is unauthorized. In addition, the Association will render assistance to resolve the situation.

## **ARTICLE VII. GRIEVANCE PROCEDURE**

### ***A. Definitions***

#### 1. Grievance

Any claim by a teacher or the Association that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

#### 2. Days

All time limits shall consist of school days, except that when an alleged grievance is submitted fewer than ten (10) days before the close of the school year; time limits shall consist of business days.

### ***B. Right to Representation***

An Association representative may be present if requested by the grievant at any meeting, hearing, appeal, or other proceeding relating to a grievance which has been formally presented beyond the informal process. Nothing contained herein shall be construed as limited the right of any teacher having a grievance to discuss the matter informally with his/her supervisor; however, no resolution may be reached which is in conflict with the Agreement. The Association will be provided copies of all grievances and responses.

### **C. Procedure**

The parties hereto acknowledge that it is usually most desirable for grievant and the immediate supervisor to resolve problems through free and informal communications. If, however, such informal process fails to satisfy the grievant, a grievance may be processed as follows:

1. Initiation – An alleged grievance must be filed in writing within ten (10) days of the occurrence of the event which initiated the grievance. Failure to file within the time limits prescribed herein constitutes a waiver of the right to file for that particular occurrence and subject matter in the future. The written grievance shall state the clause or clauses of the contract allegedly violated and the proposed remedy requested.
2. Step One – The grievant shall present the alleged grievance in writing to the supervisor immediately involved, and the supervisor will arrange for a face-to-face meeting to take place within ten (10) days after receipt of the grievance. The supervisor shall provide the grievant and Association with a written answer, including the reason if there is a denial, to the grievance within ten (10) days after the meeting.
3. Step Two – If the alleged grievance is not resolved in Step One, then the grievant may appeal the grievance to the Superintendent or his/her official designee within ten (10) days of the receipt of the Step One answer. The Superintendent or his/her official designee shall arrange for a face-to-face meeting with the grievant to take place within ten (10) days of the receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have ten (10) days in which to provide his/her written decision to the grievant and the Association including the reason(s) for the decision if there is a denial.
4. Step Three – If the alleged grievance is not resolved at Step Two, the Association may submit the grievance to binding arbitration through the American Arbitration Association within fifteen (15) days of the Step Two response. The American Arbitration Association shall be requested to submit a list of arbitrators in accordance with their procedures. If either party is dissatisfied with the list sent by the AAA, another list can be requested.
  - a. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.
  - b. If either party requests a transcript of the proceedings, that party shall bear full costs for the transcript; the cost of two (2) transcripts shall be divided equally between the parties.

If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the parties.

- c. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which has not previously been disclosed to the other party during the previous steps.
- d. The arbitrator shall have no power to nullify, alter, amend, and/or add to the terms of this Agreement. The arbitrator's authority shall be strictly and narrowly limited to deciding only the grievance file. The arbitrator's decision must be based solely and only upon an interpretation of the meaning or application of the express relevant language of this Agreement.
- e. Either party may make public the findings and the recommendations of the arbitrator.

#### ***D. Other Conditions***

##### 1. Bypass to Superintendent

If the grievant and the Superintendent agree in writing, Step One of the Grievance Procedure may be bypassed and the grievance brought directly to Step Two.

##### 2. Class Grievance

Class grievances involving one or more teachers or one or more supervisors and grievance involving an Administrator above the building level may be initially filed by the grievant at Step Two.

##### 3. Grievant and Association Cooperation

The grievant and/or Association shall not interrupt the instructional and regular duties of the teachers within the District in the investigation of any alleged grievance.

##### 4. Released Time/Steps One and Two

Should attendance at a grievance hearing require that a teacher or Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits. However, the cost of any internal substituting or hiring of a substitute shall be reimbursed to the District by the Association.

5. Timeliness by Grievant

Failure of any grievant to act on a grievance within the prescribed time limits will act as a bar to any further appeal.

6. No Written Response

If no written decision has been rendered within the time limits indicated by a Step, then the grievance may be processed to the next Step.

7. Extension of Time Limits

By mutual agreement, time limits specified herein may be extended beyond the Initiation Step.

8. No Reprisals

No reprisals of any kind shall be taken by the grievant and/or the Association against any teacher because of his/her lack of participation in a grievance. Neither shall any reprisals be taken by the Board or the Administration against any teacher because of the teacher's participation in a grievance.

9. Hearings at Step Three

All such hearings shall be non-school time such as evenings and/or Saturdays unless the Board schedules a hearing at another time mutually convenient to the Board and Association.

10. Exclusion of Remedies

In the event a member of the bargaining unit commences a proceeding in any state or federal court or administrative agency against the Board and/or Administration charging the Board and/or Administration with an alleged violation of this Agreement, such remedy shall be exclusive and the said members shall be barred from invoking and proceeding with any remedy by this Grievance Procedure while the alleged violation is pending before any state or federal court or administration agency. While the alleged grievance is pending before the court or administrative agency, the grievance procedure time limits shall be held in abeyance.

#### 11. Filing Materials

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

#### 12. Grievance Withdrawal

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

## **ARTICLE VIII. TEACHER FRINGE BENEFITS**

### ***A. Life Insurance***

The Board shall provide a term life insurance policy for each certified full-time teacher in the amount of \$50,000.00

### ***B. Major Medical Insurance/Single Coverage***

1. The Board shall pay single coverage major medical insurance for all full-time teachers. Dependent coverage shall be paid by the participating teachers as a monthly deduction on their payroll check.
2. The Board and the Association shall establish a joint Insurance Committee to monitor costs, investigate trends/options, and if necessary, make recommendations for changes. The committee shall be comprised of an equal number of Association and Board representatives, not to exceed twelve (12) members. Recommended changes may be implemented upon the approval and agreement of both the Association and the Board.

If the Manteno Education Association participates in the District's chosen dental and/or vision plan, the District agrees to coordinate the paperwork and resulting payroll deductions (not pay premiums).

### ***C. Sick Leave***

1. Twelve (12) days sick leave per year shall be granted to all full-time certified teachers, twelve (12) days for contracts exceeding 199 days, thirteen (13) days contracts exceeding 212 days, and fourteen (14) days for contracts exceeding 229 days, fifteen (15) days for contracts exceeding 245 days, and sixteen (16) days for contracts exceeding 259 days.

Unused sick leave days may accumulate to the maximum number allowed by law. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The Board may require a physician's certificate as a basis for pay during leave after an absence of three (3) consecutive days for personal illness or as it may deem necessary in other cases. The Board reserves the right to verify such extended illnesses by a physician of the District's choice at the District's expense.

2. Twelve (12) days sick leave per year shall be granted to all full-time certified teachers who are in years 1-14 in Manteno CUSD #5. Once teachers have entered year fifteen (15) at Manteno CUSD No. 5, they shall receive fifteen (15) days sick leave per year.
3. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, great grandparents, grandchildren, and corresponding in-laws in the preceding list, and legal guardians.

#### ***D. Bereavement Days***

A full-time teacher shall be granted two (2) bereavement days per loss with pay for losses within the immediate family as defined in the "Sick Leave" provision. Such time shall not be deducted from a teacher's accumulated sick leave.

#### ***E. Family Medical Leave***

##### **1. General**

Per the Family and Medical Leave Act of 1993, eligible teachers shall be entitled to up to twelve (12) work weeks of unpaid leave during any twelve (12) month period (OR spouses employed by the same employer are jointly entitled to a combined total of 12 work weeks of unpaid leave) for one or more of the following reasons:

- a. For the birth of a child, and to care for the newborn child;
- b. For the placement with the employee of a son or daughter for adoption or foster care;
- c. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
- d. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.



At the employee's discretion, the twelve (12) weeks may include the use of accumulated sick leave.

## **2. Notification**

When the necessity for such leave is foreseeable as in the case of expected birth or adoption placement, the teacher shall provide the Board with thirty (30) days written notice before the date of the leave is to begin. In cases of emergency, the teacher shall provide such notice as practicable.

## **3. Health Benefits**

During such leave, the Board shall maintain the teacher's coverage under the group health plan on the same basis and conditions as coverage would have been provided if the teacher had been continuously employed during the entire leave period. The teacher may continue coverage at his or her own expense if said leave is extended beyond the twelve (12) weeks.

## **4. Accrual of Benefits**

While on such leave the teacher shall continue to accrue seniority and credit towards movement on the salary schedule.

Return from Leave:

Upon return from leave, under the Act during the same academic year in which the leave began, the teacher is entitled to the same position he or she held when the leave commenced. However, if he or she extends the leave beyond the twelve (12) weeks or returns to the school district in the following year, that teacher is entitled to an equivalent position.

## ***F. Child Care Leave***

Unpaid childcare leave shall be granted to teachers in accordance with the following:

1. A teacher seeking unpaid childcare leave must submit a written request to the Board at least sixty (60) calendar days prior to the effective date of the leave. The Board may waive the sixty (60) days' notice in cases of emergency.

Childcare leave applied to newborn babies and newly-adopted children shall be granted in accordance with the following:

1. Such leave may be for a period of up to one full school year, with final decision being made by the Board.
2. One additional year beyond the initial leave period may be requested, with the Board retaining its right to approve or disapprove said request for additional time.
3. Contractual benefits and seniority shall not accrue during unpaid childcare leave. However, a teacher on said leave may continue insurance benefits at his/her expense.
4. Credit on the salary schedule for a full year of service shall be granted if the teacher has been employed at least ninety (90) work days during the school year in which the leave began.

## ***G. Personal Leave***

A full-time teacher shall be granted personal leave time with pay. The leave shall be three (3) days per year. Unused personal days will roll over to sick days the following year.

No more than two (2) personal leave days may be taken in succession unless previously approved by the Superintendent.

Personal leave days may be used in half or full day increments.

Personal leave shall not be used on the first or last day of school or the last day before or after a Board-scheduled holiday or vacation without the prior approval of the unit Superintendent.

If the teacher must use more than allocated for the school year, the salary shall be reduced accordingly.

All requests for a full or half-day personal leave shall be made to the immediate supervisor at least five (5) days in advance or as soon as possible in advance of the leave. In the case of an extreme emergency, the immediate supervisor shall be notified no later than 6:30 a.m. on the day of the absence.

When schools are officially closed by the Superintendent, no sick or personal leave days which an employee has previously arranged shall be deducted.

### ***H. Jury Duty***

The Board and the Association agree that having the regular teacher in the classroom promotes continuity of instruction and is a benefit to student achievement. To that end, the Board and Association agree that teachers who receive notice for jury duty during the school year shall, in conjunction with the administration, make reasonable efforts to reschedule jury duty for a time outside of the school year. Any teacher who has made reasonable efforts to reschedule and who is ultimately called to serve on jury duty during the school year shall receive his/her full salary for the time he/she serves on the jury, provided certification of days served on jury duty from the Jury Commission Office is submitted to the Superintendent or superintendent's designee. Notice of being summoned to jury duty has to be forwarded to the Superintendent or his/her designee within ten (10) days of service time or the day after receipt of such notice. The same provisions apply when a teacher is subpoenaed to testify during working hours in any judicial or administrative hearing matter involving the Board.

### ***I. Professional Days***

1. Each teacher may be allowed two (2) days each school year, without loss of pay, to attend professional meetings covering the educational topics that pertain to a teacher's classroom assignment or to visit other schools. These trips must be in the teacher's field and approved by the Principal and Superintendent prior to being taken. The Board shall pay legitimate expenses.
2. Any teacher desiring to attend a professional meeting or conference which would require his/her absence from work or create any expenses to the District must submit, in writing, a request for approval of attendance of the meeting to his/her Building Principal. The request, along with the recommendation of the Principal, will be submitted to the Superintendent for final approval. All requests should be submitted at least three (3) weeks prior to the meeting.

A written response to the request must be provided to the teacher requesting the absence within ten (10) working days of receipt of the request.

3. All requests for attendance at out-of-state meetings or meetings that require a stay of more than one night and two days absence from work must be submitted to the Board of Education for approval. Any request for more than two (2) days cumulative absence from work in any year must be submitted to the Board for approval.
4. Exceptions to the above will be made if staff is requested to attend by the Administration. (Title I-IV, Conference, Kan-Will, IASB, etc.).
5. If the proper authority grants permission, the normal expenses to be reimbursed by the Board shall cover reasonable cost for travel, lodging, and meals pursuant to District regulations.

### ***J. Bi-Monthly Pay***

Effective in January 2006, the Board shall institute a paperless direct deposit as the method of pay and shall arrange to have funds available for withdrawal from an employee's account by the 15<sup>th</sup> and 28<sup>th</sup> of each month on a twelve (12) month basis. If a regular pay date falls on a non-business day, the teachers shall receive direct deposit on the last business day prior to the regular pay date. Employees may designate a maximum of two bank accounts for their payroll direct deposit.

### ***K. Class Preparation***

Teachers in Grades 9-12, with the exception of music, shall receive \$400.00 per semester for each preparation that exceeds four (4) per semester (multiple sections of the same course are considered one preparation).

### ***L. Advancement on the Salary Schedule***

The Board will advance certified staff on the salary schedule who are enrolled in an advance program in the field of education or enrolled in education-related graduate courses, pre-approved by the Superintendent, that are related to their current instructional (content) classroom assignment or anticipated classroom assignment by the Superintendent. Certified staff that requests tuition reimbursement must follow the guidelines for approval of content-related courses includes:

- A. All appropriate documentation must be submitted to the Superintendent prior to June 30 of each school year on pre-approved graduate courses that are completed prior to that date that are to be credited to the subsequent year.
- B. All graduate level courses must be pre-approved by the Superintendent prior to the first day of class and a grade of “B” or higher must be obtained to be eligible for approval for lane advancement.
- C. The only degree programs in the field of education and graduate courses that will be considered by the Superintendent are those from an accredited (recognized) graduate school within a university or college. Specialized workshops, private corporations, and/or training organizations affiliated with an accredited university or college will be considered for pre-approval by the Superintendent on a course-by-course basis, with each decision not establishing a precedent for future decisions. Courses within a “packaged degree program” in education will be approved if the degree program is approved in advance.
- D. Teachers shall be advanced to the appropriate lane on the salary schedule at the beginning of the school year and/or the second pay period in January for the second half of the year. A teacher who moves lanes mid-year will receive fifty (50) percent of the annual salary increase. In the event a teacher anticipates he or she may be eligible for such movement in the first semester, advance written notification shall be provided to the Superintendent prior to June 30<sup>th</sup> of the previous school year. In the event a teacher anticipates he or she may be eligible for such movement in the second semester, advance written notification shall be provided to the Superintendent prior to September 20<sup>th</sup> of that school year, and official transcripts must be received in the District Office no later than January 5<sup>th</sup>.
- E. Only teachers who have put in and have been approved for retirement by the Board, shall be limited to a 6% salary increase per school year.

### ***M. Tuition Reimbursement***

A full-time teacher shall receive tuition reimbursement at the rate of \$280 per credit hour not to exceed \$1,680. Reimbursement shall not exceed actual cost for credit hours. (For the purpose of this clause, the year shall be defined as September 1 to August 31) provided:

The Board understands the need to engage in highly-qualified professional development in relation to content area directly affecting student achievement in the classroom. The Board will advance certified staff on the salary schedule with successful completion of pre-approved programs by the Superintendent. Certified staff who are preapproved for a master’s degree in a

school leadership or other field unrelated to their current teaching assignment are subject to the following reimbursement requirements should they leave the District:

- a. Leave within one (1) year after program completion = 100% of tuition reimbursement paid back to the District.
- b. Leave within two (2) years after program completion = 75% of tuition reimbursement paid back to the District.
- c. Leave within three (3) years after program completion = 50% of tuition reimbursement paid back to the District.
- d. Leave within four (4) years after program completion = 25% of tuition reimbursement paid back to the District.

A. Teachers receive pre-approval by the Superintendent for a master's degree program in the field of education, computer-related studies, graduate course related to the current instruction (content), classroom assignment or anticipated classroom assignment, and undergraduate level courses that are related to their current classroom assignment. If a teacher is denied approval for any of the above mentioned course work/programs, a written explanation for the denial must be given to the employee upon notification.

B. Programs and/or courses must be from an accredited (recognized) university or college. Specialized workshops, private corporation, and/or training organizations affiliated with an accredited university or college will be considered for pre-approval by the Superintendent on a course-by-course basis, with each decision not establishing precedent for future decisions.

C. Once the appropriate paperwork has been submitted to the Superintendent for course approval, the Superintendent shall have twelve (12) business days to act on the request.

D. If the Superintendent's action on the course approval request is completed after the end of the school year, the teacher will be notified electronically.

E. A grade of "B" or higher, or "pass" on an exclusive pass-fail grading system must be obtained to be eligible for reimbursement.

F. When a course has been completed, an official transcript shall be presented to the Superintendent's Office indicating the grade received and the semester hours earned in order for tuition reimbursement and/or for lane advancement to occur.

G. A teacher must be working in the District in the semester in which reimbursement is made. In order to receive reimbursement in October, a teacher must submit an official transcript and an itemized proof of tuition payment no later than October 1. In order to receive reimbursement in

February, a teacher must submit an official transcript and an itemized proof of tuition payment no later than February 1.

H. If a workshop provides a stipend for teacher attendance, and the workshop also qualified for college credit, thus allowing the teacher to request tuition reimbursement, the teacher shall be paid an amount not to exceed the costs of the stipend or the tuition reimbursement allowed under this contract, whichever is greater.

### ***N. Internal Substitution***

When internal substitution assignments are necessary, the principal will ask for volunteers prior to making an assignment. An internal substitution assignment shall be defined as a change in a teacher's regularly-assigned schedule to substitute for another teacher's class. A teacher substituting for other teachers will occur only during one's planning period, except for those situations which have been pre-approved by both the Administrator and the teacher(s). Teachers who substitute shall be compensated at a rate of twelve dollars (\$12.00) per half-hour and/or portion thereof. If a class without a teacher is divided among one or more teachers for ½ day or less, each teacher shall be compensated at the established rates. If a class without a teacher is divided among one or more teachers for more than ½ day, compensation shall be divided equally between teachers accepting students. Resource teachers' programs may not be cancelled in order that the resource teacher may be used as an internal substitute. When a special K-5 teacher, i.e. music/art/physical education, is absent and a substitute is not secured, classroom teachers will supervise their own students and will be compensated. When a special education resource teacher of IEP and/or 504 students is absent and a substitute is not secured, pullout students shall remain in their classrooms, and the classroom teacher shall be compensated. If a resource teacher, i.e. reading improvement, gifted, speech, and/or Title I is absent and a substitute is not hired, pullout students shall remain in their regular classrooms. The classroom teacher shall not be compensated.

### ***O. Mileage Reimbursement***

Teachers who are assigned to travel to more than one building shall be paid the Internal Revenue Service rate in effect on the day driven. Payment shall be made twice a year, namely at the semester break and at the end of the school year. Each teacher shall be responsible to maintain a log and submit it along with a valid driver's license and valid automobile insurance card to the Superintendent's office twice a year.

### ***P. Extra Work Rate***

1. Extra Work\_Hourly Rate = BS+8, Step 10 (of current year's salary schedule) / 180 / 7.5
2. Teachers asked to teach a class before or after the normal work day or after the school year should be paid at the Extra Work Hourly rate. Qualifying assignment include summer school, homebound, and drivers' education behind-the-wheel instruction. The assignment shall be voluntary and shall be offered to bargaining unit employees first. The Board maintains the managerial right to select and fill these assignments.
3. Superintendent pre-approved AP instructional hours, or other pre-approved instructional hours that occur before or after the normal work day or after the school year should be paid at the Extra Work Hourly rate.
4. Teachers asked to come in for summer trainings beyond the teachers' contractual year (i.e. technology training and curriculum) shall be paid at a rate of \$17.00 per hour. This is exclusive of committee work.

### ***Q. Grants and Trainings***

When a teacher writes a Manteno District No. 5 approved competitive grant, and that grant is funded, said teacher shall receive a bonus of three percent (3%) of said grant. If more than one teacher collaborates in writing a successful grant, then the finder's fee will be split among them. Bonuses are not limited to one grant per year. The three percent (3%) finder's fee shall be paid upon receipt of the grant payments received by the district. The teacher(s) shall have the option of having the finder's fee paid in two (2) different tax years.

Once a teacher is notified that he or she has received a grant, the teacher shall fill out and submit the appropriate paperwork (developed by the Administration) within ten (10) work days. The District shall then award the three percent (3%) bonus within sixty (60) days of receipt of grant funds. Manteno Education Fund grants do not qualify for the three (3%) bonus.

Whenever teachers are paid a stipend for meetings, after-school mentoring program (Middle School), or in-service work funded by grants, if fully funded, the stipend shall be the budgeted amount. In the event the budget request is reduced by the grantor, the Administration has the right to alter the stipend offered to teachers. Before a teacher applies for a grant that would lead to compensation, the grant must be pre-approved by the building administrator and Superintendent.



### **R. 403(b) and 457 (b)**

The Board shall provide a 403(b) and a 457 (b) plan for payroll deduction.

### **S. Part-Time Fringe Benefits**

1. All part-time certificated employees who are employed on a half-time basis or greater shall receive, on a pro-rated basis, the following fringe benefits:
  - sick days
  - personal days
  - bereavement days
  - tuition reimbursement
  - salary schedule advancement (for consecutively served years of service, when so summed and the full time equivalent exceed the integer equivalent of a year on or before July 1<sup>st</sup>, employee shall increase one step for the upcoming school year)
2. All TRS annuitants hired on a part-time basis shall be placed at BS+1 on the salary schedule and shall not be entitled to salary schedule advancement.

### **T. Perfect Attendance Incentive**

Teachers will be provided credit toward the purchase of technology product(s), classroom supplies, professional development products, or credit toward the employee technology purchase plan on the following scale each year:

- No Sick Leave, No Personal Days, and No Unpaid Absences \$300
- One Sick Leave Day, Personal Day, or Unpaid Absence \$200
- Two Sick Leave Days, Personal Days, or Unpaid Absences \$100

In order to qualify, a teacher must return to the District in the following year. Teachers who have met the eligibility requirement to participate in this program, even though the incentive shall be given during a school year beyond the term of this Agreement, whether or not this benefit is included in any successor agreement, shall be granted the incentive.

### **U. Teacher Retirement Contribution**

The total of all Board-paid TRS (Teachers' Retirement System) contributions shall not exceed 11.810% using the TRS Salary Schedule Add-on Method.

The Board reserves the right to pay future incremental increases without establishing precedence in future years of the agreement.

## **ARTICLE IX. RETIREMENT**

### 1. Retirement Program

Any teacher who meets the following eligibility requirements may elect retirement in accordance with this Section.

### 2. Eligibility

- a. Eligible teachers shall include those who have rendered at least fifteen (15) years of full time service to the district and who have elected to retire under the provisions of the Teachers' Retirement System of the State of Illinois. Services shall be measured as the last day of employment prior to retirement.
- b. This program shall not be available to any teacher who elects retirement under the State "Early Retirement Option" (ERO) program (40 ILCS 5/16-133.2) or any other early retirement program for which a Board contribution is required. If a teacher gives notice and receives additional compensation/benefits under this Program and later elects to retire under a State early retirement program for which a Board contribution is required, the teacher shall repay all additional compensation/benefits under this Program, less such additional compensation (e.g. salary schedule increases) which the teacher would otherwise have received had no retirement election been made.

The Board and the Association agree that the number of the bargaining unit employees annually eligible for participation in the Teachers' Retirement System "Early Retirement Option" shall be established at zero (0) eligible, unless agreed otherwise by the Board and the Association on a case by case basis.

- c. This program shall not be available to any teacher once they reach 38 years of creditable service in the State of Illinois according to TRS records. Eligibility ends when on the first day of a new school year the teacher has earned 38 years of creditable service in Illinois inclusive of all accumulated sick leave (example: on the first day of the 2011-2012 school year, teacher "A" has 37 years of creditable service in Illinois and has accumulated 182 days of unused sick leave, the teacher is no longer eligible for the 6% increment because the teacher has accrued 38.07 years of creditable service in Illinois).

### 3. Notice

- a. An eligible teacher must give written notice to the Superintendent of his/her intent to retire by March 1<sup>st</sup> of the first year for which the teacher desires benefits. Any retirement under this Program must be effective at the end of a school term (i.e. the last day of teacher attendance). Along with the notice must be accompanied by a (TRS) member requested "Personal Statement of Benefits" and a "Benefit Estimate" confirmation of total years of service.
- b. Once written notice is given in accordance with this Program, a teacher's retirement election shall be considered irrevocable and shall constitute a resignation of employment upon which the District will rely for personnel and financial planning. The Board may, however, waive the irrevocability of a teacher's retirement election, under extenuating circumstances beyond the control of the teacher.

### 4. Benefits

- a. Eligible teachers shall receive a maximum increase in creditable earnings up to four years, depending upon the year notice is given, as follows:

If an employee gives the Board an irrevocable notice of retirement by March 1st, the fourth (4<sup>th</sup>), third (3rd), second (2<sup>nd</sup>), or final year of employment, the teacher will receive a total increase in credible earnings equal to 6% of the prior year's credible earnings for the year of notice and each remaining year of employment. This means that once an employee submits an irrevocable notice of retirement by March 1st, that employee shall be removed from the salary schedules contained in this Agreement.

Example for One Year Notice Given Prior to March 1<sup>st</sup> in 2014-2015:

2014-2015 Creditable Earnings = \$50,000

2015-2016 Retirement Year:  $\$50,000 + (\$50,000 \times 6\%) = \$53,000$

Example for Two Year Notice:

Prior Year Creditable Earnings = \$50,000

Year 1:  $\$50,000 + (\$50,000 \times 6\%) = \$53,000$

Year 2:  $\$53,000 + (\$53,000 \times 6\%) = \$56,180$

Example for Three Year Notice:

Prior Year Creditable Earnings = \$50,000

Year 1:  $\$50,000 + (\$50,000 \times 6\%) = \$53,000$

Year 2:  $\$53,000 + (\$53,000 \times 6\%) = \$56,180$

$$\text{Year 3: } \$56,180 + (\$56,180 \times 6\%) = \$59,551$$

Example for Four Year Notice:

$$\text{Prior Year Creditable Earnings} = \$50,000$$

$$\text{Year 1: } \$50,000 + (\$50,000 \times 6\%) = \$53,000$$

$$\text{Year 2: } \$53,000 + (\$53,000 \times 6\%) = \$56,180$$

$$\text{Year 3: } \$56,180 + (\$56,180 \times 6\%) = \$59,551$$

$$\text{Year 4: } \$59,551 + (\$59,551 \times 6\%) = \$63,124$$

Creditable earnings shall mean all TRS creditable earnings including salary (inclusive of step and lane movement), pay for extracurricular duties, stipends and retirement benefits. If, after submitting an irrevocable notice of retirement by March 1st, the employee resigns from, or is dismissed from activities covered in the Appendix of this Agreement, the retirement incentive for that employee will be recalculated accordingly. An employee shall not be removed from a stipend position without just cause. An employee will not be assigned at any compensated duty during his/her years of participation in the plan if it causes an increase of more than 6% over the previous year's creditable earnings.

- b. If a teacher elects the benefits of this Program and retires under circumstances which would cause the District to pay a penalty to the Teachers' Retirement System because of the 6% creditable earnings cap has been exceeded, the teacher shall be obligated to repay any increases awarded to the extent of the penalty. The Board may deduct the amount owed from any remaining salary on either a lump sum or prorated basis per the employee's preference. The Board may waive the repayment under extenuating circumstances beyond the control of the teacher.

## 5. General Provisions

- a. Notwithstanding anything to the contrary in this Agreement, the parties agree that any teacher who is within four years of being eligible for either early or regular retirement under the Illinois Pension Code and receives in excess of a 6% aggregate annual increase in TRS creditable earning that triggers a penalty to TRS that would be paid by the Board shall not be eligible for the Retirement Program set forth in this Section.
- b. The parties further agree that if legislation is enacted or administrative rules adopted during the life of this Agreement to amend Section 16-158(f) of the Illinois Pension code [40 ILCS 5/16-158(f)] (i.e., "6% "penalty" provision), the parties agree to meeting within thirty days of the passage of the legislation to negotiate the impact of such legislation.

## **ARTICLE X. ASSOCIATION DUES DEDUCTION**

### ***A. Dues Deduction Authorization Procedure***

Any teacher who is a member of the Association may sign and deliver to the Board Office an assignment authorizing deduction of Association dues. The Association shall notify the Superintendent's Office in writing of the total amount of annual and monthly dues. Such written authorization and assignment shall continue in effect unless canceled prior to September 1<sup>st</sup> of any year by written notice to the Superintendent's Office.

### ***B. Dues Deduction Schedule***

The Board will deduct monthly dues beginning in September and continuing through May provided that assignment cards have been received no later than September 1<sup>st</sup> of each year by the Superintendent's Office. Teachers hired beyond the deadline date have an additional fifteen (15) school days from their date of employment to submit assignment cards.

### ***C. Dues Remittance to Association***

The Board shall remit monthly to the Treasurer of the Association the total amount of money deducted for the month.

### ***D. Hold Harmless Guarantee by Association***

The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article or in compliance with any assignment furnished under the provisions of this Article.

## **ARTICLE XI. EFFECT AND DURATION OF AGREEMENT**

### ***A. Period Covered – Terms of Agreement***

This Agreement shall be in effect on the first school day for the 2014-2015 school year and shall continue in full force and effect until June 30, 2018.

### ***B. Content of Agreement***

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and the Association. Both parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals upon the other party. All understanding and agreements arrived at after the exercise of this right and opportunity is set forth in this Agreement. Subject matters not referred to in this Agreement shall not be considered as part of the Agreement and retain exclusive Board and/or Administrative prerogatives.

### ***C. Changes***

The terms and conditions of this Contract Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a ratified written amendment.

### ***D. Separability***

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional or illegal, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### ***E. Previous Agreements***

It is agreed that this Agreement contains the full and complete content between the Board and the Association on all bargainable issues. All prior agreements, including any written and/or verbal commitments, on any issues are void and of no force and effect.

### ***F. Preparation of Agreement***

Within thirty (30) days of ratification of the Agreement by the parties, the Board shall prepare and provide sufficient copies of the Agreement of the Association, as well as one electronic copy of the Agreement of the Association. The President of the Association and the Superintendent shall determine the number of copies to be printed. Upon receipt of the copies of the agreement, the Association shall distribute a copy to each teacher covered by the Agreement. This does not preclude the Superintendent from providing a copy of the Agreement to new teachers as they are employed. The parties shall split the cost (pay one-half) of the process. The Board and Association agree to mutually edit and correct any spelling or minor grammatical errors in the contract, insofar as these corrections do not make a material change to the meaning of the Agreement. Upon completion, the agreement shall be posted electronically.

### ***G. Negotiations***

Negotiations covering a future agreement shall not commence prior to March 15, 2018.

## ARTICLE XII: ACCEPTANCE OF AGREEMENT

### A. Period Covered

This Agreement shall be in effect on the first school day for the 2014-2015 school year and shall expire, subject to the terms of this Agreement, on June 30, 2018.

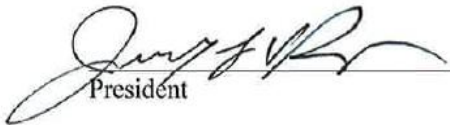
### B. Signing of Agreement

This Agreement is signed this 24<sup>th</sup> day of June, 2014.

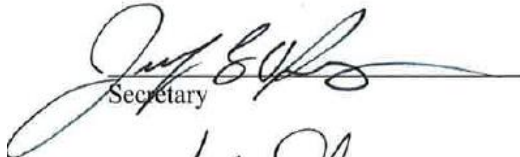
IN WITNESS WHEREOF:

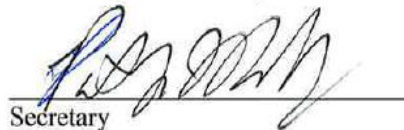
For Manteno Education Association  
IEA-NEA

For the Board of Education  
Manteno Community Unit School  
District No. 5

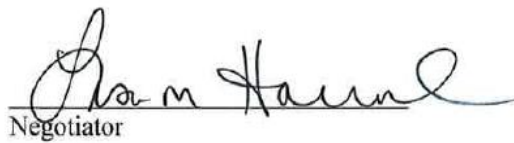
  
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President

  
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President

  
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Secretary

  
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Secretary

  
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Negotiator

  
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Negotiator



## **COMMITTEE BY LAWS**

### ***Employer-Employee Committee***

#### **Purpose**

The Association and Board, desiring to foster better day-to-day communications and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program to effectively maintain stable labor-management relations, hereby establish a Joint Study Committee.

#### **Representation**

##### **Association**

The Association shall appoint five (5) representatives, including the President and a representative from each of the four (4) buildings.

##### **Administration**

**The Superintendent shall appoint four (4) representatives, including the Superintendent.** The Board shall appoint one (1) ex-officio member.

#### **Chairing**

Responsibility for chairing meetings shall alternate each meeting between the Association and Administration. Each party will determine whether their chair assignment will be permanent or rotate among their members.

#### **Reporting**

Topics will be recorded as they are discussed. Any procedures or recommendations developing from these meetings will be communicated to the proper groups: i.e. Board of Education, Association Executive Board, Superintendent, etc.

Drafts of the minutes of meetings will be refined by one designated representative from each party.

### **Date and Time of Meetings**

Meetings shall be held once a month and they shall be limited to two hours. An agenda shall be submitted three working days prior to the meeting to both parties. At the first meeting, a specific day and time shall be selected for future meetings. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.

Meetings shall be scheduled on a monthly basis with the dates set during the first meeting. Any meeting may be cancelled if agreed upon by both the Superintendent and Association President.

Topics not on the agenda shall not be discussed, but rather shall be placed on the following month's agenda. The agenda shall include a brief description of each item to be discussed. Emergency items may be added to the agenda by mutual consent.

Discussion of agenda topics will be alternated, with the party occupying the chair exercising the right to designate the first topic.

### **General Guidelines**

1. It is recognized that recommendations growing out of these meetings are not binding.
2. No grievances shall be discussed, and no bargaining shall take place.
3. Topics that could lead to grievance may be discussed.
4. Each person wishing to speak shall be recognized by the Chair before speaking.
5. The Chair shall recognize a motion from either party to table a topic for further study.
6. Either party may initiate a request to the Federal Mediation and Conciliation Service for Assistance.
7. Each topic shall be discussed fully and action reached before proceeding to another topic. Topics requiring further study may be tabled. Where mutually satisfactory decisions are not reached, the topic shall be canceled, reverting to its proper place in the labor-management relationship, for instance, grievance procedure, negotiations, file for future consideration, etc.

## **MEMORANDUM OF UNDERSTANDING**

The Board of Education of Manteno Community Unit School District No. 5 (“the Board”) and the Manteno Education Association (“the MEA”) hereby agree as follows:

1. The Board and the MEA have entered into a collective bargaining agreement for the period from 2014-2018 (“the CBA”).
2. The Board and the MEA have agreed that the length of a remediation plan implemented pursuant to School Code Section 24A-5(i) [105 ILCS 5/24A-5(i)] shall be 60 school days (rather than 90 school days), and the agreement is reflected in the Certified Staff Evaluation Plan approved on August 6, 2013.
3. School Code Section 24A-5(i) states in relevant part as follows: “In all school districts the remediation plan for unsatisfactory, tenured teachers shall provide for 90 school days of remediation within the classroom, unless an applicable collective bargaining agreement provides for a shorter duration.”
4. In accordance with School Code Section 24A-5(i), the Board and the MEA agree that, via this Memorandum of Understanding, the agreed-upon 60-school-day remediation plan duration is deemed to be included in the CBA between the Board and the MEA.
5. The Board and the MEA agree that these provisions shall not waive any other requirements contained in the CBA, and shall not require either party to bargain over any provision of the CBA during the term of the CBA, unless such bargaining is otherwise required by law.
6. This Memorandum of Understanding is not subject to the grievance/arbitration provisions of the CBA.
7. The remaining terms and conditions of the CBA shall remain in full force and effect.









## Appendix B: Extra-Curricular Assignments and Salaries

	<u>2014-15 Extra-Curricular</u>	<u>2015-16 Extra-Curricular</u>	<u>2016-17 Extra-Curricular</u>	<u>2017-18 Extra-Curricular</u>
Middle School Athletic Director	\$5,210.53	\$5,314.74	\$5,421.03	\$5,529.45
<b><u>Group 1</u></b>				
Football	\$4,900.00	\$4,998.00	\$5,097.96	\$5,199.92
High School Basketball - Boys	\$4,900.00	\$4,998.00	\$5,097.96	\$5,199.92
High School Basketball - Girls	\$4,900.00	\$4,998.00	\$5,097.96	\$5,199.92
High School Volleyball	\$4,900.00	\$4,998.00	\$5,097.96	\$5,199.92
<b><u>Group 2</u></b>				
High School Baseball	\$4,000.00	\$4,080.00	\$4,161.60	\$4,244.83
High School Softball	\$4,000.00	\$4,080.00	\$4,161.60	\$4,244.83
High School Soccer - Boys	\$4,000.00	\$4,080.00	\$4,161.60	\$4,244.83
High Soccer - Girls	\$4,000.00	\$4,080.00	\$4,161.60	\$4,244.83
High School Track	\$4,000.00	\$4,080.00	\$4,161.60	\$4,244.83
High School Track	\$4,000.00	\$4,080.00	\$4,161.60	\$4,244.83
High School Wrestling	\$4,000.00	\$4,080.00	\$4,161.60	\$4,244.83
<b><u>Group 3</u></b>				
HS Golf	\$3,900.00	\$3,978.00	\$4,057.56	\$4,138.71
HS Cross Country	\$3,900.00	\$3,978.00	\$4,057.56	\$4,138.71
HS Asst. Football	\$3,900.00	\$3,978.00	\$4,057.56	\$4,138.71
HS Asst. Football	\$3,900.00	\$3,978.00	\$4,057.56	\$4,138.71
HS Asst. Football	\$3,900.00	\$3,978.00	\$4,057.56	\$4,138.71
HS Asst. Football	\$3,900.00	\$3,978.00	\$4,057.56	\$4,138.71
HS Asst. Football	\$3,900.00	\$3,978.00	\$4,057.56	\$4,138.71
HS Asst. Basketball - Boys	\$3,900.00	\$3,978.00	\$4,057.56	\$4,138.71
HS Asst. Basketball - Boys	\$3,900.00	\$3,978.00	\$4,057.56	\$4,138.71
HS Asst. Basketball - Boys	\$3,900.00	\$3,978.00	\$4,057.56	\$4,138.71
HS Asst. Basketball - Girls	\$3,900.00	\$3,978.00	\$4,057.56	\$4,138.71
HS Asst. Basketball - Girls	\$3,900.00	\$3,978.00	\$4,057.56	\$4,138.71
HS Asst. Basketball - Girls	\$3,900.00	\$3,978.00	\$4,057.56	\$4,138.71
HS Asst. Volleyball	\$3,900.00	\$3,978.00	\$4,057.56	\$4,138.71
HS Asst. Volleyball	\$3,900.00	\$3,978.00	\$4,057.56	\$4,138.71



**Group 4**

HS Winter Cheer	\$3,300.00	\$3,366.00	\$3,433.32	\$3,501.99
8th Basketball - Boys	\$3,300.00	\$3,366.00	\$3,433.32	\$3,501.99
8th Basketball - Girls	\$3,300.00	\$3,366.00	\$3,433.32	\$3,501.99
8th Volleyball	\$3,300.00	\$3,366.00	\$3,433.32	\$3,501.99
MS Wrestling	\$3,300.00	\$3,366.00	\$3,433.32	\$3,501.99
HS Asst. Track	\$3,300.00	\$3,366.00	\$3,433.32	\$3,501.99
HS Asst. Baseball	\$3,300.00	\$3,366.00	\$3,433.32	\$3,501.99
HS Asst. Baseball	\$3,300.00	\$3,366.00	\$3,433.32	\$3,501.99
HS Asst. Softball	\$3,300.00	\$3,366.00	\$3,433.32	\$3,501.99
HS Asst. Softball	\$3,300.00	\$3,366.00	\$3,433.32	\$3,501.99
HS Asst. Wrestling	\$3,300.00	\$3,366.00	\$3,433.32	\$3,501.99
HS Asst. Soccer - Boys	\$3,300.00	\$3,366.00	\$3,433.32	\$3,501.99
HS Asst. Soccer - Girls	\$3,300.00	\$3,366.00	\$3,433.32	\$3,501.99
MS Baseball "A"	\$3,300.00	\$3,366.00	\$3,433.32	\$3,501.99
MS Softball "A"	\$3,300.00	\$3,366.00	\$3,433.32	\$3,501.99
MS Track	\$3,300.00	\$3,366.00	\$3,433.32	\$3,501.99

**Group 5**

MS Baseball "B"	\$2,900.00	\$2,958.00	\$3,017.16	\$3,077.50
MS Softball "B"	\$2,900.00	\$2,958.00	\$3,017.16	\$3,077.50
7th Basketball - Boys	\$2,900.00	\$2,958.00	\$3,017.16	\$3,077.50
7th Basketball - Girls	\$2,900.00	\$2,958.00	\$3,017.16	\$3,077.50
7th Volleyball	\$2,900.00	\$2,958.00	\$3,017.16	\$3,077.50
MS Asst. Wrestling	\$2,900.00	\$2,958.00	\$3,017.16	\$3,077.50
MS Asst. Track	\$2,900.00	\$2,958.00	\$3,017.16	\$3,077.50
MS Asst. Track	\$2,900.00	\$2,958.00	\$3,017.16	\$3,077.50
MS Asst.Track	\$2,900.00	\$2,958.00	\$3,017.16	\$3,077.50

**Group 6**

6th Volleyball	\$2,000.00	\$2,040.00	\$2,080.80	\$2,122.42
6th Basketball	\$2,000.00	\$2,040.00	\$2,080.80	\$2,122.42
MS Cross Country	\$2,000.00	\$2,040.00	\$2,080.80	\$2,122.42

**Group 7**

HS Cheer - Football	\$1,900.00	\$1,938.00	\$1,976.76	\$2,016.30
MS Cheer	\$1,900.00	\$1,938.00	\$1,976.76	\$2,016.30

**Group 8**

Special Olympics	\$1,000.00	\$1,020.00	\$1,040.40	\$1,061.21
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**Music and Drama**

	<b>2014-2015 Base</b>	<b>2015-2016 Base</b>	<b>2016-2017 Base</b>	<b>2017-18 Base</b>
HS Show Choir	\$3,192.57	\$3,256.42	\$3,321.55	\$3,387.98
HS Show Choir Accompanist	\$2,370.93	\$2,418.35	\$2,466.71	\$2,516.05
HS/MS Show Choir Combo Leader	\$1,000.00	\$1,020.00	\$1,040.40	\$1,061.21
MS Show Choir	\$1,794.64	\$1,830.53	\$1,867.14	\$1,904.49
MS Show Choir Accompanist	\$1,332.66	\$1,359.31	\$1,386.50	\$1,414.23
HS Band	\$4,261.17	\$4,346.39	\$4,433.32	\$4,521.99
HS Chorus	\$2,520.79	\$2,571.21	\$2,622.63	\$2,675.08
MS Band	\$2,581.61	\$2,633.24	\$2,685.91	\$2,739.63
ELEM 5th Grade Band Concert	\$660.26	\$673.46	\$686.93	\$700.67
MS Chorus	\$1,982.61	\$2,022.26	\$2,062.71	\$2,103.96
HS Musical Director	\$1,995.36	\$2,035.26	\$2,075.97	\$2,117.49
HS Musical Assistant Director	\$1,260.87	\$1,286.09	\$1,311.81	\$1,338.05
HS Musical Art Director	\$367.17	\$374.52	\$382.01	\$389.65
HS Play Director	\$1,629.54	\$1,662.13	\$1,695.37	\$1,729.28

**High School Activities**

	<b>2014-2015 Base</b>	<b>2015-2016 Base</b>	<b>2016-2017 Base</b>	<b>2017-18 Base</b>
Freshman Sponsor 1	\$988.54	\$1,008.31	\$1,028.48	\$1,049.05
Freshman Sponsor 2	\$988.54	\$1,008.31	\$1,028.48	\$1,049.05
Sophomore Sponsor 1	\$988.54	\$1,008.31	\$1,028.48	\$1,049.05
Sophomore Sponsor 2	\$988.54	\$1,008.31	\$1,028.48	\$1,049.05
Junior Sponsor 1	\$988.54	\$1,008.31	\$1,028.48	\$1,049.05
Junior Sponsor 2	\$988.54	\$1,008.31	\$1,028.48	\$1,049.05
Senior Sponsor 1	\$988.54	\$1,008.31	\$1,028.48	\$1,049.05
Senior Sponsor 2	\$988.54	\$1,008.31	\$1,028.48	\$1,049.05
Environmental Science Club	\$452.77	\$461.83	\$471.06	\$480.48
Family and Consumer Science Club	\$443.89	\$452.77	\$461.83	\$471.06
Mundo Club	\$443.89	\$452.77	\$461.83	\$471.06
National Honors Society	\$452.77	\$461.83	\$471.06	\$480.48
Robotics	\$2,122.42	\$2,164.86	\$2,208.16	\$2,252.32
Student Council	\$1,296.98	\$1,322.92	\$1,349.38	\$1,376.37
Student Council	\$1,296.98	\$1,322.92	\$1,349.38	\$1,376.37
Speech	\$576.75	\$588.29	\$600.05	\$612.05
Academic Team	\$1,296.98	\$1,322.92	\$1,349.38	\$1,376.37
Academic Team JV	\$1,027.68	\$1,048.24	\$1,069.20	\$1,090.59

M Club	\$337.73	\$344.48	\$351.37	\$358.40
Math Contest (rate per contest)	\$226.38	\$230.91	\$235.53	\$240.24
Interact Club	\$1,296.98	\$1,322.92	\$1,349.38	\$1,376.37
WYSE	\$235.34	\$240.05	\$244.85	\$249.75
Chess Club	\$1,027.68	\$1,048.23	\$1,069.20	\$1,090.58

<b><u>Middle School Activities</u></b>	<b>2014-2015 Base</b>	<b>2015-2016 Base</b>	<b>2016-2017 Base</b>	<b>2017-18 Base</b>
Student Council	\$1,157.30	\$1,180.45	\$1,204.06	\$1,228.14
Speech	\$864.66	\$881.95	\$899.59	\$917.58
Speech Assistant	\$631.86	\$644.50	\$657.39	\$670.53
Math Contest	\$540.37	\$551.18	\$562.20	\$573.45
Academic Team	\$997.68	\$1,017.63	\$1,037.98	\$1,058.74
Literary Club	\$452.77	\$461.83	\$471.06	\$480.48
Technology Club	\$452.77	\$461.83	\$471.06	\$480.48
Spelling Contest	\$237.76	\$242.51	\$247.36	\$252.31

<b><u>Yearbook</u></b>	<b>2014-2015 Base</b>	<b>2015-2016 Base</b>	<b>2016-2017 Base</b>	<b>2017-18 Base</b>
High School Yearbook	\$1,260.87	\$1,286.09	\$1,311.81	\$1,338.05
Middle School Yearbook	\$603.68	\$615.76	\$628.07	\$640.63
Elementary School	\$603.68	\$615.76	\$628.07	\$640.63

<b><u>Team Leaders</u></b>	<b>2014-2015 Base</b>	<b>2015-2016 Base</b>	<b>2016-2017 Base</b>	<b>2017-18 Base</b>
Grade Level (K-8)	\$1,000.00	\$1,020.00	\$1,040.40	\$1,061.21
Sp. Ed/Support Staff (ES, MS, HS)	\$1,000.00	\$1,020.00	\$1,040.40	\$1,061.21
Related Arts (ES, MS)	\$1,000.00	\$1,020.00	\$1,040.40	\$1,061.21
English/Language/Reading (HS)	\$1,000.00	\$1,020.00	\$1,040.40	\$1,061.21
Social Studies (HS)	\$1,000.00	\$1,020.00	\$1,040.40	\$1,061.21
Science (HS)	\$1,000.00	\$1,020.00	\$1,040.40	\$1,061.21
Mathematics (HS)	\$1,000.00	\$1,020.00	\$1,040.40	\$1,061.21
Vocational/PE/Health/Fine Arts (HS)	\$1,000.00	\$1,020.00	\$1,040.40	\$1,061.21
Sub total (19 positions)	\$19,000.00	\$19,380.00	\$19,767.60	\$20,162.95

<b><u>Hourly Stipends</u></b>	<b>2014-2015 Base</b>	<b>2015-2016 Base</b>	<b>2016-2017 Base</b>	<b>2017-18 Base</b>
Weight Room Supervisor (Hourly)	\$17.00	\$17.34	\$17.69	\$18.04
Office Detention Supervision (Hourly)	\$26.39	\$26.92	\$27.46	\$28.01
Rehearsal Piano Accompanist	\$15.65	\$15.97	\$16.29	\$16.61

<b><u>Event Workers</u></b>	<b>2014-2015 Base</b>	<b>2015-2016 Base</b>	<b>2016-2017 Base</b>	<b>2017-18 Base</b>
Ticket Takers , Score Keepers, Timers, Announcers (per game)**	\$20.38	\$20.79	\$21.20	\$21.63
Ticket Takers , Score Keepers, Timers, Announcers (per game) Football Only	\$40.76	\$41.58	\$42.41	\$43.26
<b>Supervisor (athletics, concerts, etc)</b>	\$67.81	\$69.17	\$70.55	\$71.96

\*\* Wrestling

Dual (scorebook, scoreboard and gate workers) Format - Team A vs Team B = 1 paid game

Tri (scorebook, scoreboard and gate workers) Format - Team A vs Team B, Team A vs Team C, Team B vs Team C = 3 paid games

Quad (2 scorebook, 2 scoreboard and 1 gate worker)  
Format - Mat 1 - Team A vs Team B, Team A vs Team C = 2 paid games  
Mat 2 - Team C vs Team D, Team B vs Team D = 2 paid games