

# **Collective Bargaining Agreement**

Between District 21 Education Association, IEA-NEA

And

The Board of Education,  
Community Consolidated School District 21

Effective:

August 1, 2018

To

July 31, 2022

**\*\*\*FINAL\*\*\***

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

<b>ARTICLE</b>	<b>GROUP</b>	<b>TITLE</b>	<b>PAGE</b>
		Explanation of Numbering System	3
<b>Article 1xx</b>			
100	ALL	Recognition	4
101	ALL	Definition of Responsibilities & Rights	5
102	ALL	Negotiating Procedures	10
103	ALL	Grievance Procedures	11
104	ALL	School Calendar	13
105	ALL	Vacancies	14
106	ALL	Leaves	15
107	ALL	Compensation & Fringe Benefits	21
108	ALL	Professional Development	24
109	ALL	Student Discipline	25
110	ALL	Effect of the Agreement	26
111	ALL	Duration of Agreement	27
<b>Appendix</b>			
100	ALL	Extra-Duty Schedules for 2019, 2020, 2021, 2022	28
<b>Article 2xx</b>			
200	LICENSED	Definition of Responsibilities & Rights	31
201	LICENSED	Evaluation	32
202	LICENSED	Reduction in Force	33
203	LICENSED	Work Day	34
204	LICENSED	Assignments, Vacancies & Transfers	38
205	LICENSED	Leaves	40
206	LICENSED	Sick Leave Bank	42
207	LICENSED	Compensation & Benefits	44
208	LICENSED	Voluntary Retirement	48
209	LICENSED	Class Size	50
210	LICENSED	Professional Development	52
211	LICENSED	Job Sharing	53
<b>Appendices</b>			
200A	LICENSED	Work Day Schedule – Early Childhood & Half Day Kindergarten Staff	56
200B	LICENSED	Work Day Schedule – Full Day Kindergarten & Elementary School Staff	57
200C	LICENSED	Work Day Schedule – Middle School Staff	58
200D	LICENSED	Miscellaneous Salaries for 2019, 2020, 2021, 2022	59

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

<b><u>ARTICLE</u></b>	<b><u>GROUP</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
<b>Article 3xx</b>			
300	ESP	Evaluation	60
301	ESP	Reduction in Personnel	61
302	ESP	Work Year & Work Day	63
303	ESP	Assignments & Transfers	65
304	ESP	Leaves	66
305	ESP	Sick Leave Bank	68
306	ESP	Compensation & Fringe Benefits	70
307	ESP	Voluntary Retirement	72
<b>Article 4xx</b>			
400	CM	Employment Conditions	73
401	CM	Employment Practices	76
402	CM	Assignments & Promotions	79
403	CM	Leaves	80
404	CM	Sick Leave Bank	81
405	CM	Compensation & Fringe Benefits	83
406	CM	Voluntary Retirement	87

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

**EXPLANATION OF NUMBERING SYSTEM**

This agreement covers three different staff member groups. Some sections will apply to all groups while other sections will apply to a specific group.

The agreement is broken down into four different and distinct sections as follows:

Articles in the 100 series - represents language applicable to all groups

Articles in the 200 series - represents language applicable to Licensed Staff, Occupational Therapists and Physical Therapists

Articles in the 300 series - represents language applicable to Educational Support Personnel including but not limited to Teacher Assistants, Secretaries, LMC Assistants, Health Assistants, Registered Nurses and Occupational Therapists and Physical Therapists for retirement

Articles in the 400 series - represents language applicable to Custodial Maintenance Staff

**PARTIES TO THE AGREEMENT**

This agreement is made and entered into between the Board of Education of Community Consolidated School District No. 21 of Cook County, Illinois (hereinafter referred to as the "Board") and the District 21 Education Association, an affiliate of the Illinois Education Association/NEA (hereinafter referred to as the "Association").

**ARTICLE 100**

**RECOGNITION  
FOR ALL STAFF**

**Section 100.1: NEGOTIATING UNIT**

The Board hereby recognizes the Association as the sole and exclusive negotiating representative for all regularly employed licensed and non-licensed staff members, except as noted below, who work 50% or more, hereinafter referred to as the "Defined Unit". Unless otherwise specified, as used in this Agreement, "ESP" refers to Educational Support Personnel and "CM" refers to Custodial/Maintenance Personnel.

However, all administrators shall be excluded from the "Defined Unit" including any part time administrative personnel having authority to hire, transfer, assign, promote, discharge, evaluate, or discipline other staff members or make recommendations thereon. All central office ESPs and special needs learning facilitators shall be excluded from the unit.

**Section 100.2: REPRESENTATIVES**

The Board agrees not to negotiate with reference to matters set forth herein with any staff member's organization other than the Association for the duration of this Agreement. It is understood that all negotiations are to be conducted with designated representatives of the Board and with designated representatives of the Association, hereinafter referred to as the Professional Negotiations Committee.

**Section 100.3: SOLE BARGAINING REPRESENTATIVE**

In being granted recognition as the sole and exclusive negotiating representative, the Association shall represent all staff members in the Defined Unit, regardless of membership in the Association and without discrimination.

## **ARTICLE 101**

### **DEFINITION OF RESPONSIBILITIES AND RIGHTS FOR ALL STAFF**

#### **Section 101.1: BOARD RIGHTS AND POLICIES**

The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the State of Illinois. All Board of Education policies are available on the district website.

#### **Section 101.2: STAFF MEMBER RIGHTS**

All members of the Defined Unit shall have the right to form, join, or assist professional staff members' organizations, and to participate in professional negotiations with the School Board through representatives of their own choosing. Members of the defined unit shall have the right to refrain from any or all such activity, and membership shall not be a prerequisite for employment or continuation of employment of any staff member.

#### **Section 101.3: SCOPE OF THE AGREEMENT**

The Association and the Board agree to meet at reasonable times and negotiate on terms and conditions of employment.

#### **Section 101.4: GOOD FAITH**

It is agreed that both sides shall negotiate in good faith. The parties agree that "good faith" is defined as the mutual responsibility of the Board and the Association to deal with each other openly and fairly and to sincerely endeavor to reach agreement on items being negotiated.

#### **Section 101.5: AUTHORITY TO NEGOTIATE**

It is the mutual responsibility of the Board and the Association to confer upon their respective representatives on the Professional Negotiations Committee the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations, and to reach tentative agreements which shall be presented to the Board and Association respectively for ratification.

#### **Section 101.6: DEDUCTION OF DUES**

The Board shall deduct from the pay of each staff member who has provided written authorization to do so, current membership dues of the Association and such affiliate organizations as shall be covered by the authorization. Deductions shall commence within thirty (30) days after the signed authorization is delivered to the District business office and shall be prorated over the October thru June payrolls.

#### ***FAIR SHARE AGREEMENT:***

- A. 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.
- B. 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.
- C. 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:

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

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.
- D. 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.

It is expressly understood that this hold 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.

- E. The obligation to pay a fair share fee will not apply to any staff member who, on the basis of a bona-fide religious tenet or teaching of a church or religious body of which such staff member 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 staff member to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

**Section 101.7: ASSOCIATION RIGHTS**

The Association shall have the right to hold general membership and executive meetings on school district property provided such meetings are scheduled through normal procedures. Such meetings shall in no way interfere with work-time, schedules, and the instructional program, unless authorized by the Superintendent or designee; and shall not include non-District personnel other than staff members of the Association or its affiliates unless authorized by the Superintendent or designee.

Duly authorized representatives of the Association shall have the right to use the District staff member voicemail, email and mailboxes for internal communications relating to the local Association business.

Space on staff member bulletin boards may be used to post notices of Association meetings, minutes of Association meetings, elections, results of elections, appointment of officers, and announcements of social and educational activities of the Association. Postings on DEA bulletin boards are not subject to time restrictions.

**Section 101.8: USE OF FACILITIES**

The Association shall have the right to use school buildings and equipment, including district voicemail and email, under the terms of existing Board policy for school building usage, provided that (1) no Association's views on matters of supervisor-staff member or school Board-staff member relationship will be discussed in the presence of students, and (2) meetings scheduled under this provision shall not conflict with normal staff member assignments unless authorized by the Superintendent or designee, and (3) any extra expenses incurred by the Board will be reimbursed by the Association. This section shall be inapplicable if the meeting involves more than fifty (50) persons: In that case, twenty-five percent of those in attendance must be District staff members.

**Section 101.9: CIVIL RIGHTS**

The Board and Association each agree that they will not discriminate against any staff member in a manner which violates any civil rights as provided by state and federal guidelines, however, it is mutually agreed that this section shall not be grieved under grievance procedures as defined in Item C of Section 103.3.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

Any disagreement regarding interpretation or implementation of this section may be resolved through the appropriate state or federal agency or court.

**Section 101.10: NON-DISCRIMINATION**

The Board will not discriminate against any staff member by reason of his/her membership in the Association, or his/her participation in collective professional negotiations with the Board, or his/her institution of any grievance under this agreement.

**Section 101.11: FURNISHING INFORMATION**

The Board agrees to permit the Association to inspect or agrees to furnish to the Association, in response to reasonable requests from time to time, all available information that is otherwise required by law. The Board will make available to the Association President or designee two copies of the meeting agenda of meetings of the Board of Education, including non-confidential materials elaborative of the agenda which are provided members of the Board of Education, and two copies of the minutes of such meetings following their approval. The Association agrees to furnish copies of any available pertinent information as reasonably requested by the Board or its representatives.

**Section 101.12: NO STRIKE**

The Association agrees not to strike, or deliberately engage in, or support, or encourage any concerted refusal to render uninterrupted services to the school district. In the event of any action in violation of this section of the agreement, the Association will immediately advise the participants that the action is in violation of the agreement unauthorized by the Association, and take such other actions as is reasonably within its power to bring the activity to an end.

**Section 101.13: ADVISORY COMMITTEE**

At the request of either party, representatives of the Association shall meet monthly with the Superintendent to discuss matters of mutual concern. Both parties will agree prior to each meeting as to the composition of the representatives of each party. Parties desiring the meeting shall submit an agenda of the items to be discussed at least twenty-four (24) hours in advance of the meeting, except in an emergency, written notice of a desire to meet shall be given at least three (3) teacher employment days in advance.

**Section 101.14: INVESTIGATION AND RESPONSE TO FORMAL ACTION**

When any staff member is required to appear before the Board or an administrator to respond to a formal reprimand or notice of intended disciplinary or dismissal action, the staff member shall be given the reasons for such meeting in a written notice at least 24 hours in advance and shall be entitled to have a representative present during such meeting. If during the course of a meeting, a staff member believes that he/she may be subject to disciplinary action or dismissal, the staff member may at that time call for a representative of the Association to be present or for the meeting to be reconvened at a time when a representative can be present. Any staff member shall be entitled to have a representative of the Association present at any meeting with the Superintendent or designee or with the Board during which the staff member's actions or rights under this agreement are discussed. A staff member is not entitled to 24 hours written notice for meetings that are investigatory in nature.

**Section 101.15: MANDATED TRAINING MODULES**

Each school year all staff must complete the mandated training modules assigned to them per their job classification. These assignments will be based on State and Federal requirements. The deadline for completion of the online modules is October 31st. Staff who fail to meet this requirement on a timely basis will have a letter placed in their personnel file. This section shall not be grieved.



Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

Newly hired staff and staff members returning from a leave will have 60 days from their hire/return date to complete their modules. Staff who fail to meet this requirement on a timely basis will have a letter placed in their personnel file.

**Section 101.16: DISCIPLINARY ACTION**

Members of the Defined Unit, excluding those members in a probationary period, may be disciplined for just cause. Discipline includes, but is not limited to, written reprimands, suspensions, and discharge.

At the time action is taken against any staff member covered by this Section, written notice of the specific grounds forming the basis for disciplinary action will be delivered to the staff member and the Association.

**Section 101.17: REVIEW OF PERSONNEL FILES**

Each staff member shall have the right, upon giving the Human Resources Department reasonable notice, to review the content of his/her personnel file. Such review shall occur during normal business hours. A Board designee shall be present during such review. The right of the review shall not include confidential recommendations from other employers or persons, nor confidential data furnished by institutions of higher learning. The staff member shall have the right to place in his/her personnel file written reactions to any of its contents provided such is submitted within twenty (20) employment days of the staff member receipt of the item or of the review of the file, whichever shall first occur.

**Section 101.18: NOTIFICATION OF ITEMS PLACED IN PERSONNEL FILE**

Whenever any item(s) which could lead to disciplinary or discharge action against a staff member is (are) placed in any personnel file within the District, the staff member shall promptly be given a copy of said items together with notice that said item(s) has (have) been placed in the staff member's file. The staff member shall have the right to place in his/her personnel file written reactions to any of its contents provided such is submitted within twenty (20) employment days of the staff member receipt of the item or of the review of the file, whichever shall first occur.

**Section 101.19: WAIVER SECTION**

The Board agrees to notify the Association of any anticipated application for a waiver of any section of the Illinois School Code at the earliest of the following three events:

- A. Placing the discussion of such application on the agenda of a Board of Education meeting; or
- B. Scheduling a public hearing of such application; or
- C. Engaging in an unscheduled public discussion of such application.

Such notification will occur within three (3) working days following the specific event.

**Section 101.20: INTELLECTUAL PROPERTY**

As per Board policy 5:170, the Superintendent shall manage the development of instructional materials and computer programs by employees during the scope of their employment in accordance with State and Federal laws and Board policies. Whenever an employee is assigned to develop instructional materials and/or computer programs, or otherwise performs such work within the scope of his or her employment, it is assured the District shall be the owner of the copyright.

**Section 101.21: INTERNET USAGE**

The District provides the staff member no expectation of privacy in the use of District computers, e-mail or internet facilities. Staff members, however, shall not be liable for receipt of unsolicited e-mail or spam. A staff member shall notify their immediate supervisor of any unsolicited e-mail of an inappropriate nature within a reasonable period after receipt of said e-mail. Staff members may make reasonable personal use of District computers, e-mail and internet access, subject to rules and regulations agreed upon by the District and the Association. The parties agree that the email and internet access shall not be used in violation of the Illinois Ethics Act.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

**Section 101.22: BUILDING COUNCILS**

The District Education Association and the Board of Education agree that Building Councils are an integral part of building-level decision making in District 21 and both the Board of Education and the DEA are committed to their success. The guiding parameters for the Building Councils as agreed upon by both the Board and the Association are designated in the cooperatively produced document(s) 'District 21 Building Councils'.

**ARTICLE 102**

**NEGOTIATING PROCEDURES  
FOR ALL STAFF**

**Section 102.1: SELECTION OF REPRESENTATIVES**

The Board and the Association each shall select their respective representatives who shall constitute a joint Professional Negotiations Committee.

**Section 102.2: OPENING NEGOTIATIONS**

Unless the Board and the Association agree otherwise, between January 1 and April 30 of the final year of the agreement the President of either party hereto may call for a meeting of the Negotiations Committee to be held at a time and place mutually agreed upon and such meeting shall be held within 15 days from date of request.

At all other times during a school year, a meeting of the Negotiations Committee may be called upon by the mutual agreement of the parties hereto, to be held at a time and place mutually agreed to by the parties.

The call for meetings of the Negotiations Committee shall be initiated upon the written request of the President of either the Board or the Association to the President of the other party and shall specify the nature of matters to be discussed.

It is agreed that this agreement shall be the basis for negotiation of future agreements; however, either party may propose additions, deletions or alterations to provisions in the agreement when the agreement renewal is being negotiated.

Within 30 days after the first meeting, completed proposals must have been made by both parties, unless the parties agree to alternative arrangements for proposals.

**Section 102.3: TENTATIVE AGREEMENT**

During negotiations, tentatively agreed-upon material shall be prepared for the Professional Negotiations Committee and signed by the members prior to the adjournment of the meeting or at the next scheduled meeting as agreed upon by both parties.

**Section 102.4: MEDIATION**

The Board and Association agree that should the mediation process be invoked, they will make a joint request to the Federal Mediation and Conciliation Service (FMCS) for a mediator. Should a FMCS mediator not be available, the parties will seek a replacement prior to contacting the Illinois Educational Labor Relations Board.

**ARTICLE 103**

**GRIEVANCE PROCEDURES  
FOR ALL STAFF**

**Section 103.1: DEFINITION**

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

**Section 103.2: STATEMENT OF PRINCIPLES**

- A. The Association or an individual staff member covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual staff member from discussing a problem with Administration and having it adjusted without intervention or representation of organization representatives.
- B. A staff member who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
- C. The failure of the Association or an individual staff member to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- D. Any staff member has a right to be represented in the grievance procedure. The staff member shall be present at any grievance discussion when the Administration and/or the Association deem it necessary. When the presence of a staff member at a grievance hearing is requested by either party, illness or other incapacity of the staff member shall be grounds for any necessary extension of grievance procedure time limits.
- E. In any instance where the Association is not represented in the formal steps of the grievance procedure, the Association will be notified of the final disposition of the grievance which disposition shall not be in conflict with any of the terms or conditions of this Agreement.
- F. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held during school hours, at the option of the administration, all staff members whose presence is required shall be excused, with pay, for that purpose.
- G. It is agreed that any investigation or other handling or processing of any grievance by the grieving staff member or Association organization representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the staff member groups.
- H. At the request of either party the other party shall provide copies of specified documents relevant to the grievance. If either party refuses to share any given document with the other party upon such request, the party so refusing shall be prohibited from using that document at any subsequent step in the grievance procedure.
- I. When a staff member is not represented by the Association, the Association shall be notified and has the right to be in attendance to present its view beginning at the third step and thereafter. No staff member shall be required to discuss any grievance if the Association representative is not present, except in the first step with his/her principal or supervisor.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

**Section 103.3: PROCEDURES**

- A. Time limits - All time limits consist of scheduled work days in the aggrieved staff member's calendar
- B. First step - An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his/her principal or immediate supervisor.
- C. Second step - If the grievance cannot be resolved informally, the staff member or the Association may file the grievance in writing with their principal or immediate supervisor. The written grievance should state the nature of the grievance, should note the specific clause or clauses of the Agreement allegedly violated, and should state the remedy requested. The filing of the grievance at the second step must be within twenty-five (25) days of the event giving rise to the grievance, or of the date when the grievant could reasonably have become aware of such occurrence, providing during such period the principal or supervisor may request the grievant attend a meeting to discuss such grievance. If such a meeting is held, the response shall be given within fifteen (15) days of such meeting. If the grievance arises from a decision of an administrator above the principal or immediate supervisor, the grievance may be formally filed at the third step. If no meeting is held, the principal or designee shall file an answer within twenty (20) days of the filing of the grievance.
- D. Third step - In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved staff member may file within ten (10) days of the principal's or supervisor's written decision or answer at the second step, a copy of the grievance with the Superintendent. Within ten (10) days after such written grievance is filed, the aggrieved, representatives of the aggrieved as desired, the principal or supervisor and the Superintendent or his/her designee, shall meet to resolve the grievance. The Superintendent or designee shall file an answer within ten (10) days of the third step grievance meeting and communicate the reasons for the decision in writing to the staff member, the principal or supervisor, and the Association.
- E. Fourth step - If the grievance is not resolved at the third step, the Association may submit, in writing, within fifteen (15) days, a request to enter into binding arbitration. Within seven (7) days of said request, the parties shall request the American Arbitration Association to provide a panel of arbitrators in accordance with its practices.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses. If either party desires a record of the proceeding, it may, at its own expense, provide it.

The Arbitrator, in his/her opinion shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her by the Board, the Aggrieved and the Association and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

**ARTICLE 104**

**SCHOOL CALENDAR  
FOR ALL STAFF**

**Section 104.1: CALENDAR CREATION**

The representatives of the Board and representatives of the Association shall discuss and jointly determine recommendations for the school calendar. Such recommendations shall be submitted to the Superintendent for his/her recommendations to the Board for official action on or before March 1st of each year. Such discussions shall take place prior to any Board and/or Administration consultations with any other school districts concerning a multi-school district calendar.

**Section 104.2: CALENDAR LENGTH**

The Board shall establish for each school year a calendar which does not exceed one hundred eighty five (185) days. Any days in addition to one hundred eighty (180) remaining at the end of the school year shall be dropped from the calendar at that time. The additional day over one hundred seventy-nine days (179) shall be structured as follows: One half of the day shall be for building level professional development and one half of the day shall be for end of year team reflection on school improvement.

**ARTICLE 105**  
**VACANCIES**  
**FOR ALL STAFF**

**Section 105.1: POSTING OF VACANCIES**

- A. The Board shall post on the District's website and in the faculty lounge of all school buildings a notice of all new and promotional vacancies as they occur. Vacancies shall be continuously posted until filled. New vacancies shall mean vacancies in the bargaining unit commencing at the beginning of the next school term and any bargaining unit vacancies other than classroom staff members whenever they shall arise. Promotional vacancies shall mean administrative positions and notices of such vacancies shall contain the minimum certification requirements necessary to fill the vacancy.
- B. No vacancy shall be filled on a permanent basis until posted at least five (5) employment days. During summer recess or in case of emergency, the Association may agree to waive the five (5) employment day posting restriction.
- C. Failure of a staff member to be aware of such posting shall not be grounds for overturning the hiring of another person to fill the vacancy.
- D. Before filling any posted vacancies, consideration will be given to staff members who have applied for a specific position and requested a specific transfer. A staff member who has requested a transfer into a specific vacancy will be granted an interview for that position. If a staff member who has applied for a specific vacancy and has not been transferred may request within ten (10) working days in writing from the Superintendent or designee the reason(s) why such transfer was not granted and such response will be provided within ten (10) working days.

**ARTICLE 106**  
**LEAVES**  
**FOR ALL STAFF**

**Section 106.1: JURY DUTY/COURT ACTION**

The Board shall pay the regular salary to staff members called to serve as jurists or subpoenaed to appear before legal review panels as witnesses. This section shall not be applicable to any matter where the staff members and/or the Association are adversary parties to the Board.

**Section 106.2: FAMILY AND MEDICAL LEAVE (FMLA)**

- A. **Definitions - As used in this Section:** "Eligible staff member" means a member of the bargaining unit who has been employed with the Board for twelve (12) months and has at least 1,250 hours of service with the Board during the previous twelve (12) months. For purposes of determining hours of service for eligibility of full-time licensed staff, the number of days worked shall be multiplied by 7.5 hours per day. For all other employees, the number of days worked shall be multiplied by hours worked.

The term "equivalent position" shall mean any position for which an eligible staff member is licensed and/or legally qualified to work with compensation and benefits equal to or better than the compensation and benefits received by an eligible staff member prior to being granted a leave under this Section.

The term "year" shall be defined as a rolling twelve (12) month period.

Other terms shall be as defined in the *Family and Medical Leave Act* (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

- B. **Leave:** Eligible staff members shall be granted a total of twelve (12) work weeks of unpaid leave during any twelve-month period for reasons including, but not limited to, the following:
1. The birth of a child, and to care for the newborn child;
  2. The adoption of a child or the placement of a foster child;
  3. To care for a spouse, son, daughter, or parent who has a serious health condition; or
  4. A serious health condition that makes the staff member unable to perform the functions of his/her job.
  5. Eligible employees who are the spouse, son, daughter, or parent of a military member may take up to 12 weeks of FMLA leave during any 12-month period to address the most common issues that arise when a military member is deployed to a foreign country, such as attending military sponsored functions, making appropriate financial and legal arrangements, and arranging for alternative childcare. This provision applies to the families of members of both the active duty and reserve components of the Armed Forces.
  6. Eligible employees who are the spouse, son, daughter, parent or next of kin of a covered service member may take up to 26 weeks of FMLA leave during a single 12-month period to care for the service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty on active duty. This provision applies to the families of members of both the active duty and reserve components of the Armed Forces.
- C. **Use of Accrued Paid Personal or Sick Days for B(3) or B(4) above:** Eligible staff members requesting leave for reasons "B(3)" or "B(4)" above may also use accrued paid personal or sick leave. If requested by the eligible staff member and after all available accrued paid personal or sick days have been expended, the Board shall grant any necessary additional unpaid leave so that the total of available family and paid medical leave equals 12 weeks.



Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

- D. **Continuation of Health Insurance:** The Board shall maintain health care coverage at Board expense for the duration of the twelve (12) week family and medical leave period at the same level and under the same conditions that existed at the time of the commencement of this leave. Thereafter, with the approval of the insurance carrier, health care coverage may be continued at the expense of the staff member.
- E. **Accrued Benefits:** No eligible staff member taking family and medical leave shall experience the loss of benefits, such as group life insurance, disability insurance, or pension benefits accrued before the date the family and medical leave started.
- F. **Notification:** An eligible staff member shall provide the Administration at least thirty (30) calendar days advance written notice before the date the leave is to begin of the staff member's intention to take the leave, if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the eligible staff member or of a family member. Additional written notice of the staff member's intention to return shall be provided to the Administration at least thirty (30) calendar days before the date the leave is to terminate, provided that the need to return is foreseeable.
- a. An eligible staff member shall make every reasonable effort to schedule planned medical treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider.
  - b. If thirty (30) calendar days advance written notice is not practicable due to a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice of the staff member's intention to take leave must be given to the Human Resources Department as soon as practicable after the need for leave becomes known to the staff member.
- G. **Intermittent Leave or Leave on a Reduced Schedule:** If an eligible staff member employed principally in an instructional capacity requests intermittent leave or leave on a reduced schedule for medical treatment which is foreseeable and requires the staff member to be on leave for more than 20% of the total number of working days in the period over which the leave extends, the Board may require the staff member to elect either:
- a. to take leave for a block of time not to exceed the duration of the planned medical treatment; or
  - b. to transfer temporarily to an available alternate position for which the staff member is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave.
- H. **End of Academic Term:** If an eligible staff member is employed in an instructional capacity and begins family and medical leave:
- a. more than five (5) weeks prior to the end of an academic term, the Administration can require the leave to extend to the end of the academic term if the leave is of at least three (3) weeks duration and the return to employment would occur within three (3) weeks of the end of the academic term; or
  - b. for leaves taken for reasons other than the staff member's serious health condition less than five (5) weeks prior to the end of the academic term, the Administration can require the leave to extend to the end of the academic term if the leave is of at least two (2) weeks duration and the return to employment would occur within two (2) weeks of the end of the academic term; or
  - c. less than three (3) weeks prior to the end of the academic term, the Administration can require the leave to extend to the end of the term if it is greater than five (5) working days.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

- I. **Medical Certification:** Should an eligible staff member request family and medical leave under subparagraphs B(3) or B(4), concurrently with the required notification under Paragraph F, the staff member shall provide a written certification from a health care provider of the reasons for the staff member's request for family and medical leave.

The Board may, at its expense, require the opinion of a second health care provider to confirm or challenge the certification from the staff member's health care provider.

In the case of conflicting opinions, the Board, at its expense, may require a third, binding opinion from a jointly selected health care provider.

During the period of an eligible staff member's family and medical leave under subparagraphs B(3) or B(4), the Board may require at reasonable intervals periodic recertification from the health care provider of the staff member or the staff member's ill family member.

Prior to returning to work from leave pursuant to subparagraph B(4), the staff member shall provide to the Board a certification from the health care provider rendering an opinion as to the staff member's fitness to return to work.

- J. **Restoration to Employment upon Return from Leave:** An eligible staff member returning from family and medical leave shall be restored to an equivalent position with equivalent benefits, pay, and other conditions of employment.
- K. **Repealer:** In the event the *Family and Medical Leave Act* is repealed, then this section of this Article shall, as of the date of repeal, no longer be in force and effect.
- L. **Federal Rules & Regulations:** This section will be applied according to current federal rules and regulations and judicial decisions.

**Section 106.3: LEAVE FOR THE BIRTH OR ADOPTION OF A CHILD**

Each staff member, male or female, may choose one of the following options for leave following the birth or adoption of a child and will notify the District Human Resources Department as to which option they are choosing:

- A. **Paid Sick Leave:** The staff member may take paid sick leave, using previously accumulated sick days. In the absence of medical indications to the contrary, the period of disability resulting from childbirth shall be assumed to be six consecutive calendar weeks (nine consecutive calendar weeks for a C-Section) commencing with the birth of the child. So, for example, a staff member whose child was born in early January could normally expect paid sick leave through the middle of February; a staff member whose child was born in mid-May could normally expect paid sick leave only through the end of the school year, perhaps 3 weeks, depending on the school calendar for that year; and a staff member whose child was born at the end of June would normally expect to be able to take no paid sick leave. This option is available to both full-time and part-time staff member. By choosing this option, the staff member is then entitled to only six weeks of FMLA leave, if otherwise eligible, for that child in that twelve month period.
- B. **FMLA Leave:** If eligible, the staff member may take up to 12 weeks unpaid FMLA leave. These 12 weeks are work weeks, and may be separated by vacation or recess periods, so that, for example a staff member might take 3 weeks at the end of one school year, and 9 weeks at the beginning of the following school year. (The Board pays the employer portion of medical insurance premiums during this 12 week period.) Part-time staff member who do not meet FMLA requirements may take up to 12 weeks of unpaid leave under the same terms and conditions as full-time staff member so that a half-time staff member would be able to take up to 60 half-days of this leave. (See Section 106.2)

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

- C. **Combination of Sick and FMLA Leave:** The staff member, after consulting with the District, may combine sick leave and, if eligible, unpaid FMLA leave sequentially, for a maximum of 12 weeks; up to 6 calendar weeks (nine consecutive calendar weeks for a C-Section) paid, as described in A) above, plus sufficient work weeks of unpaid FMLA leave, as described in B), to bring the total to 12. So, for example a staff member whose child was born in early January, could take six calendar weeks of sick leave, which would last until mid-February and be followed by up to six work weeks (30 work days) of unpaid FMLA leave; a staff member whose child was born in mid-May might take paid sick leave through the end of the school year, perhaps 3 weeks, depending on the school calendar for that year, and then take up to 9 work weeks, 45 actual work days, of unpaid FMLA leave at the beginning of the following school year; and a staff member whose child was born at the end of June would take no paid sick leave, but would be able to take up to 12 work weeks, 60 actual work days, of unpaid FMLA leave at the beginning of the following school year.
- D. **Extended Unpaid Leave:** Tenured staff member or non-tenure staff member who have completed two (2) full years in District 21, who choose not to use any of the aforementioned leave may be granted an extended unpaid parental leave without pay or other benefits subject to the following conditions:

1. Application for such leave shall be made in writing to the Human Resources Department at least four (4) months prior to the anticipated birth of the child.
2. Human Resources and the staff member shall agree upon a plan for commencement and termination of such leave, using as the primary guidelines the maintenance of continuity of instruction for students and medical factors as determined by the staff member's physician which might affect the ability to perform her duties. In any event, the leave shall not exceed a maximum of two school years.

Except in unusual circumstances approved by the Human Resources Department, resumption of employment following the leave shall occur at the start of a new school term.

When a staff member returns from such leave, the staff member's preference in building and grade subject area assignment shall be fully considered. Any leave which commences during the summer recess shall commence no later than June 30th. The leave may be for the remainder of one (1) school year and the immediate following school year.

3. Sick leave shall not be applicable during the period of parental leave under this Section. Any accumulated sick leave available at the commencement of the leave shall be available to the staff member upon return to employment in the District. Sick leave may not be used to extend parental leave.
4. With the consent of the carrier, the staff member may maintain insurance benefits by making timely payments of all premiums which may be due to the business office or pursuant to its direction.
5. With the consent of the carrier, the staff member may maintain insurance benefits by making timely payments of all premiums which may be due to the business office or pursuant to its direction.
6. Any staff member desiring parental leave under this Section as a result of becoming an adoptive or foster parent shall notify the Human Resources Department in writing upon the initiation of such adoption proceedings or notification of anticipated foster placement. Leaves shall be granted upon satisfactory written notification to the Human Resources Department of the date the child is expected to be received. It shall be the responsibility of the applying staff member to keep the Human Resources Department informed of the status of the proceedings, and as soon as known, the expected date of the delivery or placement of the child.
7. Anything herein to the contrary notwithstanding, a staff member who has been granted a parental leave of absence under this Section shall not become eligible for a subsequent parental leave unless and until such staff member has returned to full-time service for at least one complete school term, provided under exceptional circumstances the Board may grant such a leave in its sole and absolute discretion. The granting or withholding of such leave shall not be precedent setting.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

8. Nothing herein shall be construed as requiring any staff member to apply for a parental leave under this Section.
9. After a non-tenure staff member has completed two (2) full years of teaching, he/she may be entitled to this unpaid extended leave if the Superintendent or designee approves such leave. The staff member's job status in the District will not change and he/she will be subject to the same policies and regulations as any other non-tenure staff member.

Upon returning from this unpaid extended leave, the staff member must complete the number of years needed to fulfill four (4) active, full years of probationary employment. The unpaid extended leave will specifically not count toward the completion of the required four full years of probationary employment.

A non-tenure staff member returning from such leave will only be placed in an assignment for which they are qualified to teach if there is a vacancy. There will be no "bumping" of other non-tenure staff members to create a vacancy.
10. Under unusual circumstances the staff member may apply to return early from such unpaid extended leave and shall be re-employed, provided such reemployment shall not be precedent setting and shall not create any liability or other impediment for the Board.

**Section 106.4: ASSOCIATION LEAVES**

- A. Upon written request to the Human Resources Department or designee at least twelve (12) employment days in advance, leave of absence with pay shall be granted to staff members who are official delegates to the annual convention of the Illinois Education Association, provided such leave shall not exceed a total of fifteen (15) days for all such delegates.
- B. Additional requests for leave for Association business, which shall be described, shall be granted upon similar application, provided:
  1. The Association shall promptly reimburse the Board in an amount equal to regular substitute pay for each day of leave.
  2. The total number of leave days shall not exceed twenty (20) in any school year.
  3. The application shall be submitted by the Association president or designee.
  4. Such leave shall be computed in units of one-half days.
  5. No one staff member may use more than eight (8) days in any school year.
  6. No personal leave or any other kind of leave may be used for Association related activities.
- C. In addition to the above, the Association president shall be released from classroom duties at his/her request, as agreed upon by the Superintendent or designee and Association President, but no less than one-half day per month, providing notice is given to the building principal or supervisor five (5) days in advance. The Association shall promptly reimburse the Board for substitute pay for such leave. When possible, a permanent designated substitute staff member will be used.
- D. The relationship between an educational professional organization and an employer can function most productively in a cooperative problem solving mode. For the purpose of exploring improvements related to educational issues of mutual concern and for the purpose of identifying operational problems that affect the collective bargaining agreement, the District 21 Advisory Committee has been established. The Superintendent and the Association President shall agree on release time for Association members' participating in District committees.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

E. The Board agrees to allow a full-time staff member to be released for Association duties for no more than .5 full time equivalent (FTE) in exchange for the Association reimbursement of a percentage equal to the release percentage of the staff member's salary including TRS or IMRF, payable on a monthly basis.

For all purposes under this agreement and under law, the staff member so released shall be considered a full-time staff member of the District.

Both parties agree that this provision may be cancelled by either the Board or the Association with a minimum of three (3) months advance notice. No reason will be required for such cancellation, and this provision of the agreement shall not be subject to the grievance procedure or other legal action.

**Section 106.5: BEREAVEMENT LEAVE**

Bereavement leave shall be available, in addition to sick leave, for up to three (3) days for the death of a member of the staff member's immediate family that includes (step)parents, spouse/partner, (step)brothers, (step)sisters, (step)children, (step)grandparents, (step)grandchildren, grandparents-in-law, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, nieces, nephews, cousins, and legal guardians.

**Section 106.6: SICK LEAVE – PHYSICIAN'S NOTE**

A staff member is required to provide a physician's documentation after five consecutive days of sick leave and may be required to provide a physician's documentation for 5 or fewer consecutive days of sick leave or for each day of sick leave when deemed appropriate by an administrator as a disciplinary or investigatory measure. When the district requires a doctor's note for five or fewer days of absence, the school district will reimburse the employee for the out-of-pocket expense of the medical appointment.

**Section 106.7: RETURNING FROM LEAVE**

The Board acknowledges the desirability of reassigning staff members returning from leave to the same building and grade or subject area prior to placement of newly employed staff members. If the Board shall determine it is necessary to organizationally transfer or reassign a staff member returning from a leave of absence, such transfer or reassignment shall be governed by Article 204 of this Agreement to the extent feasible. Such staff member shall not be assigned to a position of full-time substitute staff member if any other position is available for which the staff member is licensed and provided such returning staff member shall not be so assigned if newly employed staff members have regular assignments.

In all instances where a staff member is granted a leave of absence of eight months or more, the Human Resources Department, no later than January 15th, shall so request in writing from the staff member a statement of the staff member's intent to return for the following school year.

The staff member shall have until February 15th to respond to this request in writing and state whether he/she intends to return from said leave. Failure to so advise the Human Resources Department of intent to return as required by this policy shall be treated as an election not to return to employment and as a resignation from the District.

As a condition precedent of any unpaid leave of absence, the staff member agrees to waive any claim to unemployment compensation during the period of such leave and any vacation or recess period immediately preceding or following such leave.

**ARTICLE 107**

**COMPENSATION AND FRINGE BENEFITS  
FOR ALL STAFF**

**Section 107.1: HEALTH, DENTAL AND LIFE INSURANCE**

Each staff member will pay 1% of his or her base salary or wage for individual health insurance coverage. Health and dental insurance coverage shall begin for new hires on their first day of actual employment.

The benefit plan options that are offered to employees in the 2017-18 school year shall continue without change or modification through December 31, 2018. For all staff members, beginning January 1, 2019, the District core health insurance policy shall be the Blue Cross/Blue Shield Consumer Driven Health Plan (CDHP). The Board will contribute, for eligible staff members who participate in the CDHP, to the employee Health Savings Account (HSA), per the rules specified by the Internal Revenue Service (IRS). Staff members may elect to participate in an optional Preferred Provider Organization (PPO) health insurance plan where the staff member agrees to pay 100% of the incremental cost above the District core CDHP plan to participate in the PPO health insurance plan when one is offered.

The Board will contribute \$1,000 in 2019 and \$1,000 in 2020 to the individual HSA for each employee who participates in the District core CDHP health insurance plan for employee single coverage. For those employees who elect to participate in the CDHP for employee single coverage for three years beginning January 1, 2019, an additional Board contribution of \$500 to the HSA will be made in 2021. The Board will contribute \$2,000 in 2019 and \$2,000 in 2020 to the individual HSA for each employee who participates in the District core CDHP health insurance plan for employee single plus dependent coverage. For those employees who elect to participate in the CDHP for employee single plus dependent coverage for three years beginning January 1, 2019, an additional Board contribution of \$1,000 to the HSA will be made in 2021. The contribution to the HSA in 2021 will be based on the plan in which the employee is enrolled in that year.

The Board contribution for medical premium increases shall be capped at 8% per calendar year. Any additional increase above the cap of 8% shall result in increased costs to the employee or immediate adjustments to the insurance plan to bring the projected increase in costs back to the capped amount or less.

Employees with a start date of August 1, 2018 or later, will only be eligible for the Board contribution to the HSA for one year.

**A. DEPENDENT COVERAGE**

For new hires, dependent coverage will commence on their first day of employment, if elected, on a payroll deduction basis. The staff member may add dependent coverage for employee plus spouse, employee plus child/children or employee plus family.

For the duration of this agreement, for the District core plan, full time staff members will contribute 25% of the portion attributed to the premium amount for employee plus spouse, employee plus child/children and employee plus family. When additional plans are offered, the employee will contribute 100% of the incremental premium cost above the District core plan for the optional plan.

**B. CONTRIBUTION RATES FOR PART-TIME EMPLOYEES**

As specified in Section 211.3, job share participants are eligible for life, health, dental and disability insurance and are responsible for one-half of the District's cost for those benefits. Employees who work in a position with 75% full-time equivalency are considered full-time for purposes of insurance and have the same contribution rates for insurance as a full-time employee. Those staff members who work in a position with 50% full-time equivalency

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

but less than 75% full-time equivalency, will pay the pro rata dollar increment for the cost of the employee's elected insurance plan associated with the full-time equivalency for their assignment.

C. **DENTAL INSURANCE**

The District will provide dental insurance coverage for members covered by this agreement, with optional dependent coverage on a payroll deduction basis with total cost to be paid by the staff member.

D. **LIFE INSURANCE**

The Board shall pay the premiums for group term life insurance equal to the staff member's annual salary to the nearest one thousand dollars for all staff employed half-time or more.

**Section 107.2: DISABILITY INSURANCE**

The District agrees to purchase Disability Insurance for all staff members. This coverage shall be substantially the same as that in effect during the 2013-2014 school year.

**Section 107.3: INSURANCE COMMITTEES**

**Insurance Advisory Group:**

The parties agree to form an insurance advisory group to examine the District's staff member insurance plans.

It shall be the charge of this the insurance advisory group to develop annual recommendations to the Board and the Association, in accordance with Section 107.1 of the agreement between the parties, for a possible restructuring of this insurance coverage with the goal of preserving benefit levels and containing costs. To these ends, the committee shall examine staff member insurance plans in other school districts and other information the committee deems appropriate and may make use of outside consultants recommended by either of the parties.

The Board and the Association shall each name their own members of this committee, and the Board and the Association shall each be free to make use of outside consultants as each deems appropriate.

No change in the contractually agreed insurance plan shall be implemented without the agreement of the Board and the Association. The Insurance Advisory Group agrees to annually present a recommendation for a benefit plan that will meet the objectives outlined above. The insurance Advisory Group shall have the authority to make recommendations regarding insurance cost containment, including plan redesign to maintain or enhance benefits, during the life of this Agreement.

**Insurance Committee:**

In addition, the parties agree to continue the existence of the District Insurance Committee that shall be composed of one building representative named by the President of the Association and representatives of other staff member groups covered by the insurance policies. It shall be the purpose of this committee to monitor the implementation of the District's insurance policies. The expectation of the parties is that the committee will meet as deemed necessary by either the Association or the Board.

**Section 107.4: OTHER PAYROLL DEDUCTIONS**

Upon receipt of written authorization, the Board will:

- A. Deduct insurance premiums and remit for the staff member.
- B. Deduct from the salary of an individual and remit to a staff member's Credit Union the specified amount.
- C. Make any other deductions, including 403b & 457b pre-tax contributions.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

**Section 107.5: PAY CHECKS**

Paychecks shall be issued in twenty-four (24) equal installments. Paychecks will be distributed on the 15th of the month and the last day of the month, unless those days fall on the weekend or holiday in which case the paycheck will be distributed on the previous work day.

Staff members may choose to receive their paychecks either as a regular check or in the form of direct deposit into the staff member's bank account. In the operation of the direct deposit option, the Board will forego any right it may have had or may have claimed to have to remove funds from the staff member's bank account. Corrections for overpayment errors in the staff member's paycheck shall be made according to law.

**Section 107.6: INTERNAL REVENUE CODE SECTION 125 (Flexible Spending)**

The Board shall establish an Internal Revenue Code Section 125 program for:

- A. Staff member dependent coverage.
- B. Unreimbursed medical expenses and dependent care.
- C. Staff member payments for individual premium coverage.

These items will be included as part of the Section 125 program when the staff member returns the appropriate authorization form. All administrative costs associated with this program will be incurred by the District.

**Section 107.7: MILEAGE REIMBURSEMENT**

Staff members who, as part of their work assignment, travel between school buildings during the course of any given work day shall be reimbursed for mileage at the rate approved by the I.R.S. upon submission of the appropriate forms.

**Section 107.8: EXTRA DUTY**

The Superintendent or designee shall, at his/her discretion, annually make appointments for extra duty assignments. All extra duty assignments are strictly voluntary. No tenure shall accrue to any staff member for any extra duty assignment. The activities set forth in Appendix 100 unless assigned in lieu of a regular class during the regular student day, will be compensated for at the rates set forth in these Appendices. The District reserves the right not to fill any or all of these positions. The Superintendent or designee may assign extra duty assignments to any individual, with first consideration to current staff members, whether in or outside of the bargaining unit, and may establish a different pay scale for non-bargaining unit staff members than the salary rates set forth herein.

The Extra Duty Assignment handbook contains guidelines pertaining to academic, athletics and supervision programs and assignments.

Extra duty for members of the bargaining unit including the Family Learning Program shall be paid as follows:

Supervisory rate of pay for staff member shall be a single rate of \$18.78 per hour for the duration of this agreement.

For all school years covered by the agreement, the academic/athletics rate shall be as follows:

- 1-6 Years Experience \$26.72
- 7-12 Years Experience \$28.71
- 13+ Years Experience \$ 30.90

Representatives of the Board and the Association shall discuss and jointly determine, through the Advisory Committee, any changes to the Extra Duty Assignment handbook.



**ARTICLE 108**

**PROFESSIONAL DEVELOPMENT  
FOR ALL STAFF**

**Section 108.1: CONVENTIONS AND WORKSHOPS**

The Board and the District Education Association agree that it is important for all staff members to be informed of current research and trends in their respective professional fields. The Board and the Association encourage all staff to attend and participate in relevant workshops, seminars, and conventions sponsored by recognized professional organizations.

Accordingly, the Board and the Association agree that:

- A. The Board shall budget an amount of \$25,000 per year to help defray the expenses of staff members attending state and national workshops, conventions, seminars, etc. which are of district wide interest. This fund shall be administered by a committee appointed by the President of the Association, and the Superintendent. This committee shall establish procedures for the selection, attendance, responsibilities and funding of staff members attending these functions.
- B. The Board shall budget a separate amount for each building not less than \$9.00 per pupil for each school year covered under the agreement, to help defray the expenses of staff members attending local and regional workshops, conventions, seminars, etc. which are of interest to that building. This fund shall be administered in each building by a Building Council. Each Building Council shall establish building procedures for selection, attendance, responsibilities and funding.

**ARTICLE 109**  
**STUDENT DISCIPLINE**  
**FOR ALL STAFF**

The Board and the Association agree that student discipline and the maintenance of an effective and orderly learning environment is a shared responsibility of all District staff members. The parties recognize that these can best be obtained when all elements of the school community, parents, students, staff members and the Board work together in a cooperative process.

By the end of October each school year, staff members shall be apprised of the discipline procedures that will be utilized during the school year. The District follows board policies relative to discipline and any disciplinary procedures set forth are aligned to the Student Discipline policy.

**Section 109.1: STAFF MEMBER PROTECTION**

If the staff member believes that his or her life or safety or the lives or safety of others is in jeopardy the staff member should report the situation to their immediate supervisor. No staff member who is injured as a result of an assault during the school day or while supervising student activities, or as a result of an assault by a District student or parent, will suffer any loss of sick leave if the injury requires an absence of sixty (60) days or less.

The District assumes no responsibility, financial or otherwise, for the replacement or repair of personal property. The District's Business Office may assist the staff member in pursuing restitution for the staff member in the event the staff member's property is known to be stolen or damaged in the course of their job responsibilities.

## **ARTICLE 110**

### **EFFECT OF THE AGREEMENT FOR ALL STAFF**

#### **Section 110.1: INCLUSIONS - EXCLUSIONS**

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto, and that all items not specifically included in this Agreement are excluded.

#### **Section 110.2: MODIFICATION**

This Agreement shall be modified in whole or in part by the parties hereto by an amendment in writing duly executed by both parties.

In the event the Board's required contribution to the Teachers Retirement System is increased by law, this Agreement may be opened in order to renegotiate wages and benefits.

In the event that the formula utilized to determine the Board's property tax extension under the Property Tax Extension Limitation Law (PTELL) is changed by the statute or regulation, so as to reduce the Board's property tax extension or levy, this Agreement may be opened in order to renegotiate wages and benefits.

#### **Section 110.3: SAVINGS CLAUSE**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or rendered illegal by action of the Illinois State Legislature or U. S. Congress, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.

#### **Section 110.4: WAIVER OF BARGAINING**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered in this Agreement, including the impact of the Board's exercise of its rights as set forth herein on wages, hours, or terms and conditions of employment. This paragraph does not waive the right to bargain over any subject or matter not covered in this Agreement which is a mandatory subject of bargaining and which the Board is considering changing during the term of this Agreement; and furthermore it does not waive the right to bargain the impact of legislative changes enacted after the date of this Agreement or the implementation of waivers of state mandates.

Nothing herein shall limit the Board's right to determine the educational program of the district including, but not limited to the curriculum, instructional delivery, and extracurricular activities.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

**ARTICLE 111**

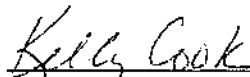
**DURATION OF THE AGREEMENT  
FOR ALL STAFF**

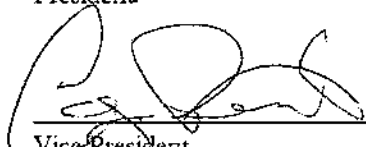
Articles 100, 200, 300 and 400 of this agreement shall be effective from **August 1, 2018** and shall remain in effect until **July 31, 2022** for all staff members who are covered under this agreement. This agreement will supersede the agreement signed May 30, 2014 by the Board and the Association.

Dated: May 17, 2018

In witness thereof:

For District 21 Education Association

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

For School District 21 Board of Education

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

**District 21 Education Association**

**APPENDIX 100**

**Applicable for School Years**

**Extra-Duty Schedule**

**2018-2019**

**2019-2020**

**2020-2021**

**2021-2020**

	Number of Hours	Rates		
		1-6 Years \$ 26.72	7-12 Years \$ 28.71	13+ Years \$ 30.90
<u>Elementary - School Academic</u>				
Art	25.60	\$ 684	\$ 735	\$ 791
Band - Beginning	16.80	449	482	519
Band - Intermediate	78.80	2,106	2,262	2,435
Battle of Books	9.60	257	276	297
Chess	32.00	855	919	989
Chorus	44.00	1,176	1,263	1,360
Computer	25.60	684	735	791
Crafts	28.80	770	827	890
Drama	25.60	684	735	791
Intramurals	128.00	3,420	3,675	3,955
Newspaper	25.60	684	735	791
Orchestra- Beginning	16.80	449	482	519
Orchestra - Intermediate	78.80	2,106	2,262	2,435
Patrol	12.00	321	345	371
School Store	16.00	428	459	494
Student Council	27.20	727	781	840

**Elementary -Supervision**

<b>AM Supervision</b>	<b>87.00</b>	<b>\$ 1,634</b>
<b>Breakfast</b>	<b>86.50</b>	<b>1,624</b>
<b>Noon Supervision</b>	<b>169.00</b>	<b>3,174</b>
<b>PM Supervision</b>	<b>87.00</b>	<b>1,634</b>
<b>Bus Supervision</b>	<b>130.50</b>	<b>2,451</b>

**District 21 Education Association**

**APPENDIX 100**

**Applicable for School Years**

**Extra-Duty Schedule**

**2018-2019**

**2019-2020**

**2020-2021**

**2021-2022**

	Number of Hours	Rates		
		1-6 Years \$	7-12 Years \$	13+ Years \$
<u><i>Middle - School Academic</i></u>		\$ 26.72	\$ 28.71	\$ 30.90
Art	25.60	\$ 684	\$ 735	\$ 791
Band - Intermediate	78.80	2,106	2,262	2,435
Band - Concert I	120.40	3,217	3,457	3,720
Band - Concert II	78.80	2,106	2,262	2,435
Band - Jazz I	76.80	2,052	2,205	2,373
Band - Jazz II	76.80	2,052	2,205	2,373
Band - Jazz III	38.40	1,026	1,102	1,187
Chess	32.00	855	919	989
Choral Ensemble	32.00	855	919	989
Chorus	44.80	1,197	1,286	1,384
Drama - Directing	64.00	1,710	1,837	1,978
Drama - Sets/Costumes	40.00	1,069	1,148	1,236
Drama - Sound/Lighting	48.00	1,283	1,378	1,483
Home Ec	28.80	770	827	890
Honors	24.00	641	689	742
Intramurals	102.40	2,736	2,940	3,164
Literary Magazine	12.00	321	345	371
Musical Variety Productions	83.20	2,223	2,389	2,571
Newspaper	64.00	1,710	1,837	1,978
Orchestra - Intermediate	78.80	2,106	2,262	2,435
Orchestra I	120.40	3,217	3,457	3,720
Orchestra II	78.80	2,106	2,262	2,435
Peer Leaders	36.00	962	1,034	1,112
Peer Tutors	24.00	641	689	742
School Store	16.00	428	459	494
Ski Club	56.00	1,496	1,608	1,730
Student Council	44.80	1,197	1,286	1,384
Yearbook	64.00	1,710	1,837	1,978

**District 21 Education Association      APPENDIX 100**

**Applicable for School Years**

**Extra-Duty Schedule**

**2018-2019**

**2019-2020**

**2020-2021**

**2021-2022**

	Number of Hours	Rates		
		1-6 Years \$	7-12 Years \$	13+ Years \$
<u><i>Middle - School Athletics</i></u>		26.72	28.71	30.90
Basketball	96.00	\$ 2,565	\$ 2,756	\$ 2,966
Cross Country	76.80	2,052	2,205	2,373
Pompon	64.00	1,710	1,837	1,978
Sports Officials	44.00	1,176	1,263	1,360
Track	76.80	2,052	2,205	2,373
Volleyball	86.40	2,309	2,481	2,670
Wrestling	105.60	2,822	3,032	3,263

*Post Season*

**IESA Regional**      **\$135.65 Half Day / \$271.31 Full Day**

**IESA Sectional**      **\$135.65 Half Day / \$271.31 Full Day**

**IESSA State**      **\$135.65 Half Day / \$271.31 Full Day**

*Middle School -Supervision*

AM Supervision	43.50	\$ 817
Breakfast	86.50	1,624
Noon Supervision	84.50	1,587
PM Supervision	87.00	1,634
Bus Supervision	130.50	2,451

	Rates		
	1-6 Years	7-12 Years	13+ Years
<u><i>Family Learning Program</i></u>			
Academic Instructor (licensed staff)	\$ 26.72	\$ 28.71	\$ 30.90
Athletic Coach	26.72	28.71	30.90
Child Care Supervision	18.78	18.78	18.78
Clerical Support	17.93	17.93	17.93
Coordinator (licensed staff)	26.72	28.71	30.90
Program Facilitator	26.72	28.71	30.90
Tutor (licensed staff)	26.72	28.71	30.90

**ARTICLE 200**

**DEFINITION OF RESPONSIBILITIES AND RIGHTS  
FOR LICENSED STAFF**

**Section 200.1: TENURE RIGHTS FOR LICENSED STAFF**

Full-time staff members on contractual continued service who shall be reduced to part-time status involuntarily, and Job Share participants, as noted in Section 211.3B, shall not thereby lose their tenure status.

**Section 200.2: LICENSED STAFF**

Occupational Therapists and Physical Therapists will follow the Collective Bargaining Agreement Sections for Licensed Staff with the following exceptions.

1. Section 208 Voluntary Retirement for Licensed Staff will be replaced by section 307 Voluntary Retirement for Educational Support Staff.
2. Section 207.3 Retiree and TRS Disability Insurance will be replaced by section 306.2 Health and Accident Insurance Retiree Insurance.
3. Section 207.5 Payment to Teachers Retirement will be replaced by section 306.4 Payment to IMRF.
4. Section 202.3 Preservation of Tenure and Salary upon Retirement will be replaced by section 301.3 Return After Release.
5. Section 207.2 Compensation - This section applies, but the District will pay the staff member's contribution to Illinois Municipal Retirement Fund (IMRF) in lieu of Teacher Retirement System (TRS) and Teacher's Health Insurance Security Fund (THISF).

**Section 200.3: DEFINITION OF SENIORITY**

Seniority for licensed staff is determined as follows:

- A. Only full time work counts towards seniority, except for Job Shares, which count as half-years.
- B. A school year during which a leave of absence extends past 60 work days does not count towards seniority.
- C. A licensed staff member must be employed at least 120 days of a school year in order for the year to count towards seniority.



**ARTICLE 201**  
**EVALUATION**  
**FOR LICENSED STAFF**

**Section 201.1: FORMAL EVALUATION**

The teaching performance of all full-time and part-time staff members shall be formally evaluated as outlined in the current Teacher Evaluation Plan, which is a tool that focuses on the continuous reflection and goal setting process of staff members. Administrators work collaboratively with staff members to strengthen their proficiency within all areas of Professional Competencies.

During the month of May, a committee consisting of representatives of the Administration and the Association shall meet to determine if revisions to the Teacher Evaluation Plan are needed to be made for the following school year.

The Teacher Evaluation Plan is available in the staff section on the District's website.

By September 30th, evaluators will review the Teacher Evaluation Plan with all staff members.

**Section 201.2: OBJECTIONS TO EVALUATION**

If a staff member feels he/she has received an inaccurate or unjustifiable evaluation, he/she shall meet with the evaluator to attempt to reconcile the differences of opinion. If agreement cannot be reached, the staff member may request from the Superintendent an additional evaluation of the summative review by an alternate evaluator. The staff member may request a specific district evaluator for this process, but the final selection shall be the prerogative of the Superintendent or designee. Such request shall not be arbitrarily refused.

The staff member shall have the right to submit a written statement regarding any summative review for inclusion in his/her personnel file, provided that such statement is submitted in accordance with the Teacher Evaluation Plan. A staff member shall not be discriminated against as a consequence of submitting such statement.

**ARTICLE 202**

**REDUCTION IN FORCE  
FOR LICENSED STAFF**

**Section 202.1: REDUCTION IN LICENSED STAFF MEMBERS**

If the Board shall determine it is necessary to reduce the number of staff members or to discontinue any program, layoffs shall be conducted pursuant to the requirements of the *Illinois School Code*:

- A. Staff members shall have seniority in the teaching area(s) in which they are licensed provided that, by February 1st of the year in which the reduction takes place, they meet all the minimum requirements of the Illinois State Board of Education in each teaching area and hold a valid teacher professional educator license. Where seniority is equal, preference shall be given to the teacher with the highest base salary. If salary is equal, a determination by lot shall be made by the Superintendent or designee to determine who shall be given preference.
- B. The District shall post up-to-date seniority lists by February 1st of each school year. In all instances seniority rights of staff members shall also be subject to the teacher having provided the District with evidence of licensure, including full compliance with the requirements of the Illinois State Board of Education.

**Section 202.2: RE-EMPLOYMENT OF REDUCED LICENSED STAFF MEMBERS**

If during the school year following the reduction in force of any staff member, the Board shall first offer reemployment to those employees who have statutory recall rights pursuant to the following:

- A. The most senior staff member from the highest grouping shall be rehired if he/she is licensed and qualified for the vacancy.
- B. The Board shall notify staff members of reemployment through phone call and then through email sent to the staff member's personal email address on file. A staff member's failure to respond affirmatively within ten (10) calendar days after receipt shall result in termination of the staff member's rights to recall hereunder.

**Section 202.3: PRESERVATION OF TENURE AND SALARY UPON RE-EMPLOYMENT**

If a tenured staff member who has been subject to a reduction in force returns to service during the school year following the reduction, the staff member shall not suffer loss of tenure or negotiated salary increase (if otherwise applicable), and shall be restored to all current fringe benefits.

**ARTICLE 203**  
**WORK DAY**  
**FOR LICENSED STAFF**

**Section 203.1: WORK DAY DEFINITION**

The staff workday shall be when school is in session and students are present exclusive of attendance at faculty meetings, in-service, periodic parent conference and meetings, extra curricular and supervisory assignments provided, however, that the staff workday be on weekdays only and shall not exceed six and one-half (6 ½) consecutive clock hours at the elementary schools and seven (7) consecutive clock hours at the middle schools.

**Section 203.2: LUNCH PERIOD**

Staff members shall be afforded a duty-free lunch period. The lunch period will be determined by the scheduled student lunch/recess time at an elementary school and early childhood (60 minutes) or the scheduled student lunch time at an middle school (30 minutes). The District's expectation of staff members will be that they are present in their classrooms as the students return after the conclusion of the lunch period supervision. Lunch periods cannot be extended by a staff member's plan time. Unless at the agreement of all staff members involved, meetings or other duties, except lunch supervision, shall not be scheduled during the lunch period.

**Section 203.3: INTERNAL SUBBING**

If it is necessary for a staff member to assume the responsibility for an entire class of another staff member during what would otherwise be a period for planning and preparation, the staff member shall be compensated at \$35 per hour and pro-rated accordingly.

**Section 203.4: STAFF EVENING REQUIREMENTS**

The Board and the Association recognize that all licensed staff have a professional responsibility to offer to the parents of all their students the opportunity to meet for formal fall and winter/spring parent staff conferences and informally as needed. It is the expectation that the formal fall and winter/spring conferences will be 5.5 hours for elementary staff and 6.5 hours for middle school staff. In some cases, the total fall conference time may be somewhat longer than that of the winter/spring conference time, but the combined total shall equate to approximately two staff workdays. Staff shall be compensated for this time with a District-wide release day in the fall and another in the winter or spring as determined by the Board as described in Section 104.1 – Calendar Creation.

Each building council shall schedule a building-wide or grade-level common evening of formal fall and winter/spring conferences. The Board may at its discretion call for evening conferences to be on the same evening or evenings across the District.

Elementary School and Early Childhood licensed staff are required to attend evening events as follows:

- a. Two Parent Teacher Conferences (Must be equivalent to a minimum of 11 hours)
  - i. Fall - Compensated by a Fall release date
  - ii. Winter/Spring - Compensated by a Winter/Spring release date

Each Building Council shall schedule a building wide or grade level common evening of formal Fall and Winter/Spring conferences. In some cases, the total Fall conference time may be somewhat longer than that of the Winter/Spring conference time. Total for Fall and Winter/Spring combined must be a minimum of 11 hours.

- b. One Curriculum Night to be held during the first trimester of the school year.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

- c. Music performances where the teacher's class is performing
- d. One additional building wide evening event as agreed upon by the Building Council and principal. For example portfolio night, school anniversary celebration, etc. (Not to exceed 3 hours)

Middle School licensed staff are required to attend evening events as follows:

- a. Two Parent Teacher Conferences (Must be equivalent to a minimum of 13 hours)
  - i. Fall - Compensated by a Fall release date
  - ii. Winter/Spring - Compensated by a Winter/Spring release date

Each building council shall schedule a building wide or grade level common evening of formal Fall and Winter/Spring conferences. In some cases, the total Fall conference time may be somewhat longer than that of the Winter/Spring conference time. Total for Fall and Winter/Spring combined must be a minimum of 13 hours

- b. One Curriculum Night to be held during the first trimester of the school year
- c. Two additional extra-hours supervisory school activities. The schedule is to be determined by the individual school.

The Superintendent at his/her discretion reserves the right to hold district wide evening meeting(s) as necessary. The Superintendent or his/her designee will discuss with the DEA Advisory Committee in advance, unless extreme circumstances prevent such a discussion.

**Section 203.5: WORK DAY SCHEDULES**

The middle school and elementary student day are of different length. In order to facilitate non-student contact work:

- A. Half Day Kindergarten and Pre-K Staff: At the conclusion of the morning session until the beginning of the afternoon session shall be considered non-student contact time as well as two 30 minute periods in the morning per week and two 30 minute periods in the afternoon per week. Half Day Kindergarten and PreK-K staff members will be granted three (3) half-day planning periods per year (currently scheduled on School Improvement days as per the approved school calendar for each school year) to maintain planning time equity with other elementary staff members. (See Appendix 200A) For PreK staff, additional non-student attendance days may be scheduled by the district within the district teacher calendar in order to accommodate early childhood functions such as screenings, home visits, and transition meetings. All modifications and changes will be agreed upon with the Superintendent or designee and the Association.
- B. Elementary Staff and Full Day Kindergarten: Elementary and Full Day Kindergarten staff members shall teach approximately 1,440 minutes per week, and each week shall have time within the regular student day for individual or team planning, to be scheduled as follows: five 30 minute periods, or the equivalent thereof in longer periods, and one 60 minute period. If a special area teacher does not have a permanent classroom, they will work with the Principal and Building Council to accommodate their schedule. This may alter the 60 minute period by up to 5 minutes.

To the extent feasible, the District shall arrange planning time so that teams of 3 to 4 staff members in each building at each grade level have one hour of common planning time per week within the regular school day. The purpose of this hour is for team members to meet, discuss issues related to student achievement and curriculum and make instructional plans and goals to improve student achievement. The District may require formal procedures for the conduct of such meetings, including, but not limited to, written agendas and minutes. The building principal or other administrators would not normally be expected to be a regular part of these meetings.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

In buildings or at grade levels where the District is unable to arrange such meeting time inside the regular school day, staff members at that grade level shall meet one hour per week outside the regular school day, but shall be freed from part of the obligation to attend other staff meetings as specified in Section 203.8 of this agreement. If this extra time, coupled with planning time within the regular work day, is insufficient to provide a particular grade level team with one hour per week of such common meeting time, the matter shall be referred to the Advisory Committee, established in Section 101.13 of the agreement, which shall seek to resolve the issue.

A staff member may request that the Building Council determine the feasibility of scheduling weekly planning periods, e.g. the thirty and fifty minute periods, so that interested staff members have at least one such planning period each day. Such individual requests will be considered in light of the overall building schedule and the scheduling requests of all staff members.

In addition, each school year, Full Day Kindergarten, Elementary and Discovery Science staff shall have fourteen half day release planning periods of two-and-one-half continuous hours to be scheduled on days which are student attendance days. The primary purpose of these half-day release planning periods is to provide additional time for collaborative team planning. The team will determine if the need for grade level, team or individual planning time is greater during the half-day release period.

On these half-days no formal meetings will be scheduled by principals, building personnel, or other administrators. Informally, principals, building personnel, or other administrators may work with teams in order to provide guidance on tasks, consultation, or support.

In lieu of the above, the following elementary staff members shall have the equivalent of nine half-hour planning times per week: Music Teachers, P.E Teachers, Art Teachers, Instructional Coaches, Information Literacy and Enrichment Teachers, Special Education Resource Teachers, ELL Teachers, FLES Teachers, Speech Pathologists, Social Workers, Occupational Therapists, Physical Therapists and Psychologists. In the event that the nine half hours cannot be worked into a staff member's schedule due to caseload, the staff member and administrator will work out a schedule that is commensurate with the planning time of other elementary teachers.

On non-letter days, Music, P.E., and Art teachers will attend meetings and/or professional development. All other non-classroom teachers who have not been asked to attend meetings or professional development will provide services to students as usual.

To the extent that the elementary school day and/or lunch hour is shortened, the elementary staff member's work day will also be shortened by the same amount. (See Appendix 200B)

- C. Middle School Staff: Middle School staff members shall teach students 240 minutes per day. Middle School staff members shall have 120 minutes per day within the regular student day for individual and team planning time; no plan period shall be less than 30 minutes. The building principal or other administrators would not normally be expected to be a regular part of these meetings. Middle school staff members shall be expected to supervise mid-day passing periods, of approximately 3 minutes each, for a total weekly student-contact time (including teaching time and passing period supervision) of up to approximately 1,350 minutes. In a block schedule the three minute passing periods may become part of longer teaching periods. Middle school staff members shall be expected to supervise before and after school passing periods totaling approximately 10 minutes. (See Appendix 200C)

**Section 203.6: PLANNING TIME USAGE**

The Board recognizes that in order to effectively complete the many tasks expected of educators, staff members need to have an appropriate balance of individual planning time, team planning time, time for administrative purposes, inservice, parent meetings and the like. If a staff member feels that these multiple needs for planning time are not being appropriately balanced, they should first raise the issue with their Building Council. If the issue cannot be

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

satisfactorily resolved there, the staff member may then take the issue to the Advisory Committee established under Section 101.13 of this agreement where the issue shall be resolved.

**Section 203.7: WORKLOAD FOR LICENSED STAFF**

Before implementing an initiative that adds to a teacher's workload (as required by federal or state law, the district wide administration, or an individual school's administration), the administration will evaluate the initiative's potential increase in student performance, whether that potential increase is already being addressed in an existing initiative, and estimate the amount of training time and planning time it will add to the teacher workload. The Superintendent or designee will meet with the Association at an Advisory Committee meeting each spring to discuss timing for rollout of new initiatives and possible adjustments to workloads for the following school year. Foreseeable professional development opportunities as outlined in Section 210.1 will also be discussed at this time.

**Section 203.8: BUILDING STAFF MEETINGS**

The District may require building staff meetings and an attempt shall be made to mutually determine meeting times on a specific letter day. Consideration will also be made to not schedule a morning meeting after a building-wide evening requirement. Staff members may be required to attend two 45 minute meetings with a maximum of two meetings per month, beyond the normal work day. Total staff meeting required hours will not exceed 1.5 hours per month. A minimum of 5 CPDU hours will be provided for the year.

The School Improvement Team will be utilized to plan and evaluate the need for and focus of staff meetings each month.

**Section 203.9 TRAINING MODULES**

During the course of the school year, one staff meeting shall be eliminated to compensate for time spent completing the mandated training modules (as defined in Section 101.15)

**Section 203.10: TRAVELING STAFF**

Staff members who are required to travel during the workday shall be allowed time to travel exclusive of planning time. In the event that a staff member is regularly required to travel during planning time or the lunch hour, alternate compensation arrangements will be made with the Superintendent or designee.

**Section 203.11: BUILDING ACCESS**

Buildings will be open to staff from 6:45 am to 8:00 pm on student attendance days. On Institute and School Improvement days, buildings will close two hours after the end of scheduled activities.

During the school year, staff will not have access to buildings on staff non-attendance days.

Staff will have access to the buildings eight (8) work days prior to the first required day of staff attendance. Hours on these days will be 6:00 am to 6:00 pm.

Buildings will be open to staff for two days after the last day of student attendance. Hours on these days will be 6:00 am to 6:00 pm.

**ARTICLE 204**

**ASSIGNMENTS, VACANCIES AND TRANSFERS  
FOR LICENSED STAFF**

**Section 204.1: NOTIFICATION OF ASSIGNMENTS**

- A. All staff members shall be given written notice of their anticipated assignments for the forthcoming school year no later than one week before the end of the current school year. If changes in a staff member's assignment are made after such notice is given, the staff member shall be promptly notified.
- B. Any reassignment that is required to meet the needs of the District shall not be capricious in nature. If the reassignment is not acceptable, the staff member shall be given, upon request, the reasons for the reassignment. If the reassignment is not acceptable, the staff member shall be allowed to resign as soon as a qualified replacement can be employed.
- C. It shall be the goal of the District to establish middle school core teams such that the composition of the team would include staff members collectively endorsed in all core subjects that the team is expected to teach. If a staff member is assigned to a middle school team in which the above composition is not met that staff member may refer the matter to the Advisory Committee established in section 101.13 of this agreement which shall seek to resolve this issue. At the time of this agreement the subjects each core team is expected to teach are reading/language arts, mathematics, science and social science.

**Section 204.2: STAFF TRANSFER REQUESTS**

The Board and the Association agree that one way staff members can enhance their professional growth is through experiencing different assignments within the District.

Any staff member may apply for transfer to another position or building where a vacancy exists. Such application shall be made to the Human Resources Department on the appropriate form. The Human Resources Department will keep an active file on all requests for transfers. No one shall be considered for a requested transfer who has not made such application.

Refer to Section 105.1D Posting of Vacancies.

**Section 204.3: ORGANIZATIONAL TRANSFERS**

Any transfer that is required to meet the needs of the District shall not be capricious in nature and shall be subject to the following provisions:

- A. Notice of any and all proposed organizational transfer(s) shall be given to the staff member(s) involved when the necessity for such transfer(s) becomes apparent to the administration. Initial notice shall be given in a personal meeting between the staff member and the building principal and/or the Superintendent or designee. The staff member(s) will receive at least 24 hours notice of this meeting and its intended topic. If the meeting cannot be scheduled at the end of a staff member's work day, the staff member will be offered the opportunity to be excused from teaching duties for the remainder of the work day.
- B. If the staff member asserts the reasons for the transfer were capricious, the staff member shall submit such a claim in writing to the Superintendent and may, at the staff member's request, have a meeting with the Superintendent to review the same. A copy of such claim shall be concurrently transmitted to the Board.
- C. Upon the staff member's request, any staff member affected by an organizational transfer shall be released from the contract with no employment-recommendation reprisals as soon as a qualified replacement can be employed.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

D. Neither pregnancy nor application for maternity/child-rearing leave shall be the basis for the organizational transfer of a staff member.

**Section 204.4: TRANSFERS DUE TO BUILDING CLOSURE/PROGRAM MOVEMENT**

A transfer that results from the necessity to reduce the number of staff positions within a building or because of the closure of a building or the movement of a program shall be considered an organizational transfer.



**ARTICLE 205**  
**LEAVES**  
**FOR LICENSED STAFF**

**Section 205.1: SICK LEAVE**

All staff members are entitled to thirteen (13) days of paid sick leave per year without loss of pay. Unused sick leave shall accumulate without limitation. Absence due to pregnancy-related disability shall be treated as sick leave and/or family and medical leave if the staff member does not take maternity/child rearing leave pursuant to Section 106.3B of the agreement.

Sick leave may be used for personal illness/injury, serious illness/injury, or death of members of the household, or the immediate family that includes (step)parents, spouse/partner, (step)brothers, (step)sisters, (step)children, (step)grandparents, (step)grandchildren, grandparents-in-law, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, nieces, nephews, cousins, and legal guardians.

Additionally, as of July 1st of each year, when the staff member maintains a balance of 50 sick days, the member will receive an annual allotment of 15 sick days. When the staff member maintains a balance of 100 sick days, the member will receive an annual allotment of 17 sick days. When the staff member maintains a balance of 150 sick days, the member will receive an annual allotment of 18 sick days.

**Section 205.2: PERSONAL LEAVE**

The Board shall grant each staff member three (3) days of personal leave without loss of pay. Personal leave shall be granted upon written notice by the staff member, filed with the Human Resources Department. Staff members are strongly encouraged to provide notice two (2) staff member employment days in advance of the date of such requested leave. Such notice is helpful in scheduling substitutes.

Personal leave shall not be granted on a day preceding or following a non-attendance day, school holiday, vacation or recess period except for an emergency approved by the Human Resources Department or designee, or for observance of a recognized religious holiday of the staff member's faith. The staff member shall provide acceptable documentation supporting the requested leave with regard to an emergency preceding or following a school holiday, vacation or recess period. This documentation will be kept in the staff member's personnel file. In addition, special permission is required for the use of a personal leave day for the first and last five (5) days of the school year.

Such leave shall not be used at any time for participation in any work stoppage or collective bargaining dispute. Such leave shall also not be used to create or extend a honeymoon, or leave that would otherwise be deemed vacation in nature.

Personal Leave shall be computed in units of half (1/2) days. Unused Personal leave shall accumulate to a maximum of six (6) days during a three year period (two per year). Any days accumulated in excess of six (6) days will be deposited in the staff member's sick day accumulation. In no case shall a staff member use more than six (6) Personal days in one school year, nor shall a staff members use Personal leave days on more than two consecutive workdays. (Holidays and weekends do not break up consecutive workdays. As an example, a staff member may not take Personal leave days on a consecutive Thursday, Friday, Monday and Tuesday.)

Personal Leave shall not be used if any other leave of absence provided for herein shall be applicable, with the exception of family and medical leaves under Section 106.2 of this agreement.

A staff member who needs an (one) additional Personal leave day and who has exhausted their own bank of Personal leave days due to the observation of a recognized religious holiday of the staff member's faith shall be granted such

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

leave without loss of salary or benefit provided that the staff member makes up the lost time with additional time as agreed upon by the staff member and the Human Resource Department.

Any questioned application of this section shall be an appropriate item for discussion by the Advisory Committee established in Section 101.13 of this Agreement.

**Section 205.3: SPECIAL LEAVE OF ABSENCE**

A staff member, tenured or non-tenured, may request a leave of absence without pay for a specific time not to exceed two (2) years. If a staff member takes leave after the beginning of a school term that shall be considered one year. Such requests shall be made in writing to the Human Resources Department by May 1 of the school year prior to the school year for which leave is requested. A staff member on unpaid leave of absence may continue his/her group insurance coverage upon timely payment by the staff member at full cost of said benefit.

The granting or withholding of any request for leave of absence hereunder or any other leave which is discretionary shall be at the discretion of the Superintendent and approved by the Board and shall not be precedent setting with respect to any other request for leave.

A staff member on such leave does not gain a year of seniority.

When returning from leave, refer to section 106.7 Returning From Leave.

**ARTICLE 206**

**SICK LEAVE BANK  
FOR LICENSED STAFF**

**Section 206.1: LICENSED/EDUCATIONAL SUPPORT STAFF SICK LEAVE BANK**

A Sick Leave Bank has been established and is open and available to any staff member in the defined unit. The purpose of this plan is to provide extended sick leave to those members who incur a prolonged or catastrophic illness or injury. The Sick Leave Bank shall contain only those days contributed by staff members.

- A. **Governing the Sick Leave Bank:** The Association shall act in all matters that concern the policies and administration of the Sick Leave Bank and shall report its decisions in writing to the Superintendent or designee prior to the granting of any sick leave days from the Bank.
- B. **Funding the Sick Leave Bank:** Staff members enrolling in the Bank will donate one sick leave day to the Bank at the beginning of each school year or upon beginning employment with the District. If at any time all sick leave days banked by staff members shall have been exhausted, the Association shall have the authority to either suspend the operation of the Sick Leave Bank for the duration of the then current school year or may assess all participating staff members an additional sick leave day to be contributed to the Sick Leave Bank, and all participating staff members so notified. If the Sick Leave Bank has accumulated approximately two-and-one-half times the number of contributing members, the Association may elect to automatically continue membership for current members for the following year without requiring a new contribution from each member.

The Sick Leave Bank will not be permitted, in the aggregate, to fall into a deficit position.

- C. **Joining the Sick Leave Bank:** Each eligible staff member may enroll in the Sick Leave Bank by signing an authorization card, provided by the Association, at the beginning of the school term or upon beginning employment with the District. This authorization shall continue until the Association and the Human Resources Department is otherwise notified in writing by the staff member.

Once a staff member so notifies the Association and Human Resources Department of his/her withdrawal from the sick leave bank, they may choose to rejoin but they must be a contributing member for at least three (3) full years before they can draw days from the bank.

- D. **Using the Sick Leave Bank:** In order to be eligible to draw from the Sick Leave Bank, a staff member must:
1. Be a contributor to the Sick Leave Bank.
  2. Have used all of his/her accumulated sick and personal leave.
  3. Have been absent from work continuously for five (5) workdays after the exhaustion of accumulated sick and personal leave.
  4. Present completed FMLA documentation to the Assistant Superintendent for Human Resources and the Chairman of the Sick Bank outlining the prolonged and serious nature of the illness or injury.

Staff Members withdrawing sick leave days from the Bank will not have to replace any days so used except as a regular yearly contributing member to the Bank.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

- E. **Limits on Use of the Sick Leave Bank:** The use of the Sick Leave Bank shall be limited to the personal illness or injury of the staff member and not to the illness or death of any other person. The Sick Leave Bank shall not be available for use in conjunction with any illness due to elective surgery, cosmetic surgery, infertility, abortion or vasectomy, provided that if complications should arise from such surgery or condition which give rise to catastrophic, prolonged illness, the Sick Leave Bank shall be applicable to any absence due to such illness.

The maximum number of days which may be drawn from the Sick Leave Bank by a single staff member shall be equal to the number of work days remaining in the staff member's regular school year or 30 consecutive work days, whichever shall be less.

A staff member who has utilized the Sick Leave Bank during one school year shall not be eligible for withdrawal from the Sick Leave Bank during the next school year unless and until that staff member has been employed for at least sixty (60) employment days during the following school year prior to application for withdrawal of sick leave from the Bank.

A staff member can access the Sick Leave Bank annually except in the following situation: a staff member shall not have access to an additional Sick Leave Bank withdrawal in a third consecutive fiscal year after utilizing the Bank for two consecutive fiscal years.

A staff member withdrawing from membership in the Bank will not be able to withdraw the contributed days.

- F. **Utilization and Liability:** The Association shall have the sole right to determine how Sick Leave Bank days shall be utilized and exceptions granted. In addition, the Association shall indemnify and hold harmless the Board from any and all claims arising from any and all decisions by the Association in relation to the use or denial of use of the Sick Leave Bank. This obligation to hold harmless shall only be applicable if the District gives the Association written notice within five (5) days of receipt of any charge, lawsuit or claim arising under this section.

## ARTICLE 207

### COMPENSATION AND FRINGE BENEFITS FOR LICENSED STAFF

#### **Section 207.1: PROFESSIONAL COMPENSATION**

For all staff members hired after May 31, 2014, outside experience credit will be given for up to seven (7) years. To be eligible for educational advancement, a staff member must be taking graduate-level classes that are part of an advanced degree program or endorsement that will benefit the district. All courses used for this credit must be approved by the Superintendent or his/her designee. Only fully licensed staff members will be eligible for these tracks. Undergraduate course work will count for educational advancement provided that: 1) the staff member is not eligible to take graduate courses in that field; 2) that the course work will directly benefit the staff member's assignment or anticipated assignment; and 3) such courses are approved by the Superintendent or the Superintendent's designee. Grandfather Clause: Licensed staff members who prior to January 1, 2018, began taking graduate-level courses that extend past MA but do not lead to an advanced degree or endorsement may be approved to continue taking such courses for educational advancement to either MA+15 or MA+30 (only one, not both), provided that the coursework is completed and grades are submitted by December 30, 2019. MA + 30 will be available only for staff members hired prior to June 1, 2014.

A Master of Social Work/Psychology Degree shall be considered the equivalent of MA+30. Based upon degree program, Occupational Therapists and Physical Therapists may also be considered equivalent of MA + 30.

Educational advancement will only occur once a year at the beginning of the school year. In order to qualify educational advancement in a given year, the staff member must notify the Human Resources Department by submitting an official transcript, grade report or certificate of completion no later than September 1st in the year in which the educational advancement is to take place. The actual change and corresponding compensation adjustment will only occur when the official transcript is received by the Human Resources Department and will be retroactive to the beginning of the school year.

Salary computations shall be made on the basis of 180 days for the duration of the agreement. All pro-rated days shall have salary adjusted accordingly.

Staff members who are injured on the job while actively performing their assigned duties shall suffer no loss in pay for a temporary disability resulting from such injury. The District shall pay the difference in salary between the amount the staff member is eligible to collect under the Illinois Workers' Compensation Act and the staff member's actual salary at time of temporary disability, and shall charge the pro-rated share of salary paid against the staff member's sick leave benefits.

#### **Section 207.2: COMPENSATION**

The Board and the Association have agreed to compensation levels during this agreement as follows:

- A. 2018-2019 compensation levels will be calculated by increasing each staff members 2017-2018 base salary by the December 2016 Consumer Price Index (CPI) for All Urban Consumers (2.10%) as reported by United States Department of Labor plus a factor of 1 and ½ percent. The impact of the change in CPI plus the factor will be capped at 3.25% and will have a floor of 2.00%; the resulting increase is 3.25%.
- B. 2019-2020 compensation levels will be calculated by increasing each staff members 2018-2019 base salary by the December 2017 Consumer Price Index (CPI) for All Urban Consumers (2.10%) as reported by United States Department of Labor plus a factor of 1 and ½ percent. The impact of the change in CPI plus the factor will be capped at 3.25% and will have a floor of 2.00%; the resulting increase is 3.25%.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

- C. The 2020-2021 compensation levels will be calculated by increasing each staff members 2019-2020 base salary amount by the December 2018 Consumer Price Index (CPI) for All Urban Consumers released by the United States Department of Labor in January 2019 plus a factor of 1 and ½ percent. The impact of the change in CPI will be capped at 3.25% and will have a floor of 2.00%.
- D. The 2021-2022 compensation levels will be calculated by increasing each staff members 2020-2021 base salary amount by the December 2019 Consumer Price Index (CPI) for All Urban Consumers released by the United States Department of Labor in January 2020 plus a factor of 1 and ½ percent. The impact of the change in CPI will be capped at 3.25% and will have a floor of 2.00%.

Staff members that achieve educational advancement will receive additional adjustments to base salary as follows:

15 semester hours past BA	\$2,000
MA	\$3,000
15 semester hours past MA	\$2,000
30 semester hours past M	
(applicable for members covered	
By Grandfather Clause in 207.1)	\$2,000

*Educational advancement requirements shall be those as determined in Section 207.1.*

Staff members requested to begin their regular duties before the beginning of the regular school year will be paid their per diem rate with the exception of those positions that shall be compensated at the rate set forth in Appendix (200D) of the agreement.

The District will pay the staff member's contribution to the Teacher's Health Insurance Security Fund. This Board commitment will be dropped should TRS no longer require the contribution.

**Section 207.3: RETIREE AND TRS DISABILITY INSURANCE**

Retiring staff members who have been employed by the District 10 years or more and who reach the age of 55 may retain their current individual health coverage provided:

- A. They request such insurance in writing
- B. The staff member makes timely monthly payments to the District by the first of each month.
- C. The district health insurance plan is offered at a lower cost or contains greater benefit levels than the TRS sponsored health insurance plan.

The staff member shall be ineligible for insurance coverage at age 65.

Upon retirement, if a staff member elects coverage under an alternate insurance plan and a situation such as death, divorce, job change or loss of alternate coverage and/or benefits occurs, the staff member may return to the District plan with the same coverage as when they left, with no waiting period, provided that the staff member is still under age 65 and can document that they had insurance coverage.

Staff members on either temporary or permanent disability leave and who are receiving disability payments from the Teachers Retirement System (TRS) and who have medical insurance available from TRS may stay on the District's health insurance plan if the District's plan is at a lower cost or contains higher benefit levels than the TRS sponsored health insurance plan.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

**Section 207.4: TUITION ALLOTMENT**

A tuition allotment shall be granted for approved graduate work from an accredited university as recognized by the U.S. Department of Education's Database of Accredited Postsecondary Institutions and Programs (<http://ope.ed.gov/accreditation/>) done beyond the Bachelor's Degree up until the staff member receives a Master's Degree. Tuition reimbursement shall be available for those who have been employed as licensed staff for at least three full years. In order to be eligible for tuition allotment, the staff member must be taking graduate-level classes that are part of an advanced degree program or endorsement that will benefit the district, and must submit the PRE-APPROVAL FORM FOR COLLEGE WORK form prior to the beginning of the class. The allotment shall be the tuition cost to a maximum of \$200 per semester hour (\$133.34 per quarter hour) for work completed and shall be paid after presentation of a paid receipt from the college and evidence that a grade of C or better was achieved. All corresponding paperwork must be submitted no later than ninety (90) days after receipt of course grade in order to receive reimbursement.

Tuition allotment as described in the previous paragraph shall also be granted for post Master's educational experience, except that the cumulative expenditure by the Board on this post-Masters tuition allotment shall be no more than \$75,000 in any one school-year. In the event that requests for post Master's educational experience for this reimbursement exceed \$75,000 in a given school year, the Board shall make such reimbursement on a first-come, first-served basis. The process for reimbursements will be determined by the Advisory Committee defined in Section 101.13.

The reimbursement will also be dependent upon a signed written agreement that the School District allotment will be repaid to School District 21 by the staff member if said staff member resigns and does not return to School District 21 for the following year. No staff member shall be reimbursed for more than two courses taken at one time, exclusive of summer session.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

**Section 207.5: PAYMENT TO TEACHERS' RETIREMENT SYSTEM**

For the duration of this agreement, the Board shall pay the entire amount of the staff member's contribution to the Teachers' Retirement System (TRS) for all TRS reportable income, provided that contribution amount does not exceed 9.0% of the staff member's annual compensation. Any amount above 9.0% of the staff member's annual compensation shall be paid by the employee. It is the intent of the parties by this Agreement to qualify these payments under Section 414 (h) of the Internal Revenue Code. The staff members have no right or claim to the fund so remitted except as they may subsequently become available upon retirement or resignation from TRS.

The balance of the amount due each staff member pursuant to such Compensation Schedule shall be payable to the staff member as salary in installments as otherwise provided herein, provided the Board shall deduct there from all monies as required by law or as authorized by the staff member pursuant to this agreement, or as otherwise authorized by the Board.

Such withholding shall include any and all additional amounts required to be paid to TRS or the account of such staff member. If the Internal Revenue Service or a court of competent jurisdiction shall determine that such Board payments are not tax sheltered in whole or in part, the Board shall immediately include such payments in the gross income of the staff member for income taxation purposes.



## **ARTICLE 208**

### **VOLUNTARY RETIREMENT INCENTIVE OPTIONS FOR LICENSED STAFF**

#### **Section 208.1: ELIGIBILITY**

A staff member must have completed at least ten (10) years of full-time employment in District 21 immediately preceding retirement and must attain fifty-five (55) years of age on or before their last day of service, provided that their retirement date is on or before June 30th of the retirement year.

A staff member may elect either Retirement Incentive Option #1 (Section 208.2) or Retirement Incentive Option #2 (Section 208.3), but may not elect both.

#### **Section 208.2: RETIREMENT INCENTIVE OPTION #1 – FOUR (4) YEAR RETIREMENT NOTIFICATION**

To be eligible for this incentive, a staff member must provide a copy of his/her most recent annual Teachers' Retirement System (TRS) statement that identifies the number of years of service in TRS and:

- A. have less than 36 years experience credit as of their date of retirement if retiring under the 2.2 enhancement plan; or
- B. have less than 39 years experience credit as of their date of retirement if retiring under the previous TRS retirement plan.

If the staff member exceeds this experience credit cap, but has not yet reached age 55, this incentive will be available to such staff member provided he/she retires at the end of the school year in which he/she reaches age 55 within six months of their last day of service, provided that their retirement date is on or before June 30th of the retirement year.

Staff members who qualify and who declare their intent to retire four years before actual retirement shall receive a 5.5% salary increase over their previous year's base salary for each of the four years prior to retirement. This annual salary increase shall be no more than 5.5% regardless of any educational advancement. To be eligible for this benefit, the staff member shall notify Human Resources by June 1, of the school year four years prior to the school year in which the staff member will retire.

In order for a staff member to accept an additional extra-duty over and above the previous year, the staff member must complete and submit a worksheet detailing that the resulting total TRS creditable earnings do not exceed the prior year's TRS creditable earnings by more than 6%.

At the discretion of the Board, a staff member who has so notified the District and who may have begun receiving the salary increases may withdraw from this retirement incentive and return to regular employment status just as if participation in this incentive had not begun. In such case the staff member shall reimburse the District any salary increases received under this sub-section on a repayment schedule to be agreed upon by the Superintendent or designee and the staff member.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

**Section 208.3 RETIREMENT INCENTIVE OPTION #2 - LONGEVITY**

A staff member who has worked at least ten (10) years in District 21 and who retires from District 21 and who notifies the Teachers' Retirement System (TRS) or Illinois Municipal Retirement Fund (IMRF) of his/her retirement shall receive a salary bonus of \$275 for each year worked in District 21. The maximum benefit a staff member may receive under this section will be for 35 years of working in District 21. This bonus shall be paid as part of the staff member's last regular paycheck from the District. The District shall report this salary bonus to TRS or IMRF as part of the staff member's final year salary. Fractional years of employment shall be accumulated as such. (See Section 208.3 for exceptions).

For staff members covered by the TRS that access this benefit, this benefit shall be added to their base salary in their retirement year provided that the addition of this benefit, combined with their salary schedule increase in their retirement year, does not exceed an increase of 6%. In circumstances in which the addition of this benefit with their salary increase in their retirement exceeds a 6% increase, the addition of this benefit will be capped at a 6% increase.

## ARTICLE 209

### CLASS SIZE

This Article is to evidence the Board and the Association agreement to attempt to address the issue of class size. Nothing contained in this Article shall be subject to the grievance procedure of this Agreement.

The Board has guidelines for all class sizes which reflect an awareness of two responsibilities: 1) maintaining class size at a reasonable level in order to deliver quality educational services, while 2) maintaining expenditures at a level commensurate with district revenues. Because the number of students for any specific grade level or building is influenced by a variety of factors beyond the district's control, class size guidelines must be viewed as building averages: 25 students for primary grades (K-3), 26 students for intermediate grades (4-5), and 27 students for middle school grades (6-8). When determining the number of students assigned to a class, the District will continue to take into consideration the subject being taught, the physical limitations of the classroom, and the make-up of the students assigned, including the number of students identified as ELL and or special needs.

Individual sections which exceed guidelines will be reviewed according to the following cooperative process:

- A. By March 15th a preliminary discussion will be held by the Superintendent and the Association President regarding projected enrollments and class sizes.
- B. By May 1st each building principal and Building Council will jointly review and evaluate projected enrollments and recommended staffing plans for the next school year. For schools that have bilingual/ESL program students, the following procedures will be incorporated:
  1. When developing homerooms in the spring, all Tier C students who will be included for 50% of their day or more will be assigned to the regular classroom. (This option will be used in schools where there are self-contained Bilingual and ESL classrooms.)
  2. If there are classes which because of inclusion exceed reasonable limits (30 or more), the Building Council will consider ways in which to arrange staff member schedules to eliminate the imbalance.
- C. During May, the Superintendent and Association President will review projected enrollments and staffing plans for the next school year.
- D. As a result of both Step #1 and Step #2, solution options recognizing enrollments, staffing alternatives, class structure alternatives, and finances will be identified on an individual section basis.
- E. The Superintendent and Association President will review current year enrollments and staffing assignments at their September meeting of the Advisory Committee (Section 101.13). The purpose of this meeting will be to verify the identification of all individual sections exceeding the guidelines, to review all identified solution options, and to discuss the most appropriate method for dealing with each identified section. Some options for solutions are listed after number 7 below.
- F. The Superintendent, or the Superintendent's designee, will report to the Board on this entire process and all District class sizes no later than the regularly-scheduled September meeting.
- G. The issue of class size will be monitored throughout the school year at each building by the Building Council as well as by the Advisory Committee established in Section 101.13. In addition, traveling staff members who are assigned to several buildings can bring their class size concerns to this Advisory Committee.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

**Options to deal with class size may include, but not be limited to:**

- A. Looking at academic abilities of students to determine if a teaching assistant can be utilized either full or part time.
- B. Looking at adjacent grade levels and reorganizing classes which may include blended classes. If utilizing this option, blended class numbers should help to alleviate class size numbers of corresponding grade levels.
- C. Looking at options of using other resources within the building, i.e., LMC staff, P.E. staff with extra time, music staff with extra time, to help classroom staff.
- D. Looking at option of sharing a teacher assistant in the building.
- E. Determining if inclusion requires the numbers to be adjusted or altered.
- F. Looking at whether or not a full time section should be added.
- G. Prorate the staff member's salary on the basis of the number of overload students and the amount of time those overload students are part of that class load.
- H. Looking at other suggested options that arise after discussion.

**ARTICLE 210**

**PROFESSIONAL DEVELOPMENT  
FOR LICENSED STAFF**

**Section 210.1: DISTRICT PROVIDED CURRICULUM AND INSTRUCTIONAL DEVELOPMENT**

All staff development activities and curriculum development activities outside the regular workday or work year shall be paid at the discretion of the District. If paid, the rate of pay shall be \$35.00 per hour.

## ARTICLE 211

### JOB SHARING AGREEMENT FOR LICENSED STAFF

#### **Section 211.1: DEFINITION OF JOB SHARING**

Job sharing can be defined as the voluntary part-time service in which two staff members cooperatively share one full-time equivalent position on a regular basis. Staff members involved in job sharing are required to meet all of the professional requirements of a full-time staff member.

#### **Section 211.2: JOB SHARE PROPOSALS** (This section cannot be grieved)

Only tenure staff members may request to share a full-time position. The required paperwork is located in the staff section of the district website.

- A. **Approval Process:** All Job Share proposals must be submitted to the staff person's immediate supervisor for approval by February 1st for the following school year. Immediate supervisors will not be required to accept a Job Share proposal. Granting or denying a proposal shall be at his or her discretion. Any proposal approved by the immediate supervisor must then be submitted to the Human Resource department for review and final approval by the Superintendent and/or his/her designee. All individuals submitting proposals shall be notified of the committee's decision by March 1st for the following school year.
- B. **Work Schedule:** The schedule must be arranged so staff members see the same students throughout the week. Staff members in a Job Share must be able to accommodate the A-E schedule.
- C. **Renewal of Job Share:** Staff members must reapply for participation in a Job Share on a yearly basis. In no case shall a staff member participate in Job Share for more than four consecutive years.
- D. **Re-entry to Full Time Teaching:** At the end of participation in a Job Share, each participating staff member who desires to return to full time employment may request to do so. There shall be no guarantee of an assignment in the same building or previous position. Assignments will be made based upon Section 106.7.
- E. **Termination of Program and/or Individual Position:** An immediate supervisor is not obligated to renew any Job Share position. If one Job Share partner requests a leave of absence or resigns, the other Job Share partner may be faced with the choice of full-time employment (as assigned based upon Section 106.7) or resignation.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

**Section 211.3: SALARY AND FRINGE BENEFITS**

- A. **Compensation:** Each half-time Job Share partner will receive 50% of the salary he/she would receive on a full-time basis. Each year of half-time teaching in a Job Share shall be the equivalent of one-half year of service to the District so that two years of part-time service in a Job Share are necessary to complete one year of service credit. Each Job Share partner will work 50% of all student attendance days. Job Share participants must be in attendance on all Institute days. In addition, they also must attend the half-day School Improvement meetings, building level staff meetings, and all parent-teacher conferences.
- B. **Tenure and Seniority:** Job Share participants will retain their tenure and seniority. Two (2) years in a Job Share will equal one (1) year increase on the seniority schedule.
- C. **Life, Health, Accident, Dental and Disability Insurance:** Job Share participants are eligible for the above fringe benefits. Participants will be responsible for one-half of the District's cost for those benefits.
- D. **Retirement:** Employer and staff member contributions will continue to be based on a percentage of salary as stated in Section 207.5 of this agreement. Credit for TRS will be in accordance with TRS policy.
- E. **Sick Leave:** Sick leave will be pro-rated so that each staff member will receive the equivalent of half of the available days of paid sick leave per year, as per Section 205.1. Unused sick leave will accumulate without limitation per staff member. It is required that Job Share partners cover for each other when one is absent, except in instances where a sudden onset of illness precludes the Job Share partner from making timely arrangements to cover the sick day. In addition job share partners should cover for one another if one of the partners is on sick leave beyond a one day absence. In no case will one Job Share partner be paid to sub for the other Job Share partner without approval from the Superintendent or his/her designee.
- F. **Personal Leave:** Personal leave will be three (3) days pro-rated so that each staff member will receive the equivalent of one and one-half (1.5) days of personal leave a year. Unused Personal leave shall accumulate to a maximum of three (3) days. Any days accumulated in excess of three days will be deposited in the staff member's sick day accumulation. In no case shall a staff member use more than three personal days in one school year. Job Share partners must follow the same guidelines when using Personal Leave as described in Section 205.2. It is required that job sharers cover for each other when one is taking a personal day. In no case will one Job Share partner be paid to sub for the other Job Share partner without approval from the Superintendent or his/her designee.
- G. **FMLA Leave:** Should a staff member request FMLA leave while participating in a Job Share, he/she must make arrangements with their Job Share partner so they will cover for the absent staff member during this time period. In no case will one Job Share partner be paid to sub for the other Job Share partner without approval from the Superintendent or his/her designee. (This section cannot be grieved)
- H. **Tuition Reimbursement:** Tuition shall be reimbursed at 50% of the rate stated in this Agreement as described in Section 207.4.

**APPENDICES 200A – 200D**

**FOR SCHOOL YEARS**

**2018-2019**

**2019-2020**

**2020-2021**

**2021-2022**

**200A**

**WORK DAY SCHEDULE – EARLY CHILDHOOD &  
HALF DAY KINDERGARTEN STAFF**

**200B**

**WORK DAY SCHEDULE – FULL DAY KINDERGARTEN &  
ELEMENTARY STAFF**

**200C**

**WORK DAY SCHEDULE – MIDDLE SCHOOL STAFF**

**200D**

**MISCELLANEOUS SALARIES – EXTENDED YEAR**



**Early Childhood & Half  
Day Kindergarten Staff**

**District 21 Education  
Association**

**Appendix 200A**

Early Childhood & Half Kindergarten Hours

AM	9:00	11:30	150 minutes
PM	1:00	3:30	150 minutes
<hr/>			
Total hours	6.5		
Minutes per day	390		300 minutes

	Per Day	Per Week
Student Schedule		
Instruction	300	1,500
Lunch	0	0
Announcements	0	0
Recess	0	0
<hr/>		
Total	300	1,500

Teacher Schedule			
Instruction	276	1,500	
Planning	24	120	Motor/Other Specials
Planning	30	150	11:30-12:00
Planning			3 = ½ plans SIP days
Lunch	60	300	
<hr/>			
Total	390	1,950	

**Full Day Kindergarten  
& Elementary Staff**

**District 21 Education  
Association**

**Appendix 200B**

Full Day Kindergarten & Elementary School Hours

Start	9:00
Dismiss	3:30
<hr/>	
Total hours	6.5
Minutes per day	390

	Per Day	Per Week
Student Schedule		
Instruction	330	1,650
Lunch	30	150
Passing		0
Announcements		0
Recess	30	150
<hr/>		
Total	390	1,950

Teacher Schedule			
Instruction	285	1,440	
Passing	0	0	
Planning	42	150	5 @ 30 min Music/PE
Planning		60	1 @ 60 min ART/LMC
Lunch	60	300	
<hr/>			
Total	390	1,950	

Additional Plan Time	11@ 150 min	Discover Science
Planning	3@ 150 min	Substitute

**Middle School Staff      District 21 Education Association      Appendix 200C**

Middle School Hours

Start	8:30
Dismiss	3:30
<hr/>	
Total hours	7
Minutes per day	420

	Per Day	Per Week
Student Schedule		
Instruction	360	1,800
Lunch	30	150
Passing	24	120
Announcements	6	30
Recess	0	0
<hr/>		
Total	420	2,100

Teacher Schedule		
Instruction	240	1,200
Passing	30	150
Planning	120	600
Planning		
Lunch	30	150
<hr/>		
Total	420	2,100

**APPENDIX 200D**

**MISCELLANEOUS SALARY SCHEDULES**

Staff members working beyond the regular school year shall be compensated at the rate set forth below for the entire duration of this agreement:

<b><u>Position</u></b>	<b><u>Extended Work Period</u></b>	<b><u>Daily Rate</u></b>
Middle School Dean	Up to 6 weeks	\$435
Bilingual/ESL and Special Ed Instructional Specialists	Up to 4 weeks	\$435
Instructional Coaches	Up to 2 weeks	\$435
Literacy Enrichment Teacher/Math Enrichment Teacher	Up to 2 weeks	\$435

**ARTICLE 300**  
**EVALUATION**  
**FOR EDUCATIONAL SUPPORT PERSONNEL**

**Section 300.1: EVALUATION TIMELINE**

Evaluations shall be conducted before the end of the probationary period and a minimum of once a year thereafter. The probationary period shall consist of ninety (90) worked days. Evaluation timelines may be adjusted through the agreement of Evaluation Committees for employee groups, if so formed.

It shall be the goal of the parties that evaluation shall be an ongoing informal process in addition to and not inconsistent with the formal process contained herein. To that end, the evaluator and Educational Support Personnel shall meet as needed during the year for the purpose of correcting problems as they occur.

**Section 300.2: WRITTEN EVALUATIONS**

Annual Formal evaluations shall be in writing, and a copy shall be given to the Educational Support Personnel which he/she shall acknowledge. The content of any evaluation shall not be grieved.

**Section 300.3: EVALUATION MEETING**

The formal written evaluation shall be based upon the supervisor's total assessment of the Educational Support Personnel's performance and shall be reviewed in a meeting between the Educational Support Personnel and the supervisor. Such meeting shall precede the placement of the evaluation in the Educational Support Personnel's personnel file.

**Section 300.4: WRITTEN REVIEW FOLLOW-UP**

The Educational Support Personnel shall have the right to submit a written statement regarding any evaluation for inclusion in his/her personnel file, provided such statement is submitted within twenty (20) employment days of the Educational Support Personnel's receipt of the evaluation. An Educational Support Personnel shall not be discriminated against as a consequence of submitting such statement.

**Section 300.5: EVALUATION CONCERNS**

The supervisor shall identify areas needing improvement. The Educational Support Personnel may request an assessment of the status of concerns in prior written evaluations be included in the next formal written evaluation.

## **ARTICLE 301**

### **REDUCTION IN PERSONNEL FOR EDUCATIONAL SUPPORT PERSONNEL**

#### **Section 301.1: SENIORITY**

##### **Seniority:**

Full-time Educational Support Personnel shall accrue seniority within their respective category of position. Should an Educational Support Personnel staff member transfer to a new category of position, including licensed positions, the staff member shall begin to accrue seniority anew in the new category of position. Any accrued seniority in a particular category of position shall not be transferred to another category of position. Length of continuing service in District 21 for purpose of calculating seniority shall include only full-time service. The District shall post up-to-date seniority lists by February 1<sup>st</sup> of each school year.

Seniority for Education Support Personnel is determined as follows:

- A. Only full time work counts toward seniority.
- B. A school year during which a leave of absence extends past 60 work days does not count towards seniority.
- C. A staff member must be employed at least 120 days of a school year in order for the year to count towards seniority.

If the years of total continuous full-time service within a category of position in School District 21 are equal between two or more staff members, then seniority shall be determined by total continuous, full-time service in School District 21, whether or not within the subject category of position. If two or more staff members remain equal after the application of these factors, the staff member having greater seniority shall be determined by lot.

##### **Reduction:**

If an Educational Support Personnel staff member is removed or dismissed as a result of a decision of the Board to decrease the number of Educational Support Personnel employed by the Board, or to discontinue some particular type of educational support service, the staff member with the shorter length of seniority with the District, within the respective category of position, shall be dismissed first. Such dismissal notice will occur at least 30 calendar days before the end of the school year.

If an Educational Support Personnel staff member is involuntarily transferred to another position, he/she shall retain his/her accumulated seniority in the District.

#### **Section 301.2: RECALL RIGHTS**

If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the staff members so removed or released from that category of position.

In a recall situation, if some people have been recalled from a given category of position and a position becomes available in a different category of position, the Board at its sole discretion may offer that available position to the Released ESP if the Board deems the individual is most suitable for the position. This decision by the Board and/or its administration shall not be grieved.

To be "qualified" for a position, a staff member must meet all of the requirements for the position, as stated in the job description for the position, including any prerequisites established by the Board for staff members in the particular category of position. Job descriptions shall be available from the Human Resource Department. A staff member's

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

failure to maintain the necessary qualifications for a particular category of position will result in a waiver of recall rights to any position vacancy arising in such category during the recall period.

An "available position" or "vacancy" shall include any regular full-time educational support position which the Board determines is available within a specific category of position. Any substitute, short-term, temporary or other position which is not available on a regular full-time basis shall not be considered an "available position" or "vacancy."

The Board shall notify staff members of reemployment through phone call and then through email sent to the staff member's personal email address on file. If such staff members do not notify the School District within ten (10) calendar days from the date of email of such notice that they will report for work on the date specified, or give reasonable and acceptable reasons for unavoidable delay beyond such time, they shall be considered as having resigned and all seniority shall be terminated.

The staff member's failure to notify the Board of acceptance of any vacancy shall constitute rejection of the offer of employment. Any staff member who rejects an offer of an available full-time position in any category of position in which he/she is qualified shall be deemed to have waived his/her recall rights under Section 10-23.5 of The School Code and will no longer be eligible for any other vacant positions that become available during the recall period.

**Section 301.3: RETURN AFTER RELEASE**

If an Educational Support Personnel has been released and then returns to service during the school year following the release, the Educational Support Personnel shall not suffer loss of seniority but shall not accrue additional seniority for the period after the release and prior to re-employment and shall be restored to all current fringe benefits as promptly as the insurance carrier shall allow.

**ARTICLE 302**

**WORK YEAR AND WORK DAY  
FOR EDUCATIONAL SUPPORT PERSONNEL**

**Section 302.1: APPLICATION OF ARTICLE**

This Article is intended to set forth the normal work day, work week and work year and to provide a basis for calculating overtime pay.

**Section 302.2: NORMAL WORK WEEK**

The normal work week and work year for ESP staff members covered by this Agreement shall be as follows (all deviations from the normal work week will be delineated on the annual employment calendar for each job classification as distributed by the Human Resources Department):

**School Secretaries** - Will work on all-weather emergency days unless notified otherwise (will be subtracted from days after last day of school)

**Early Childhood Secretaries 8:15 - 4:30 - 210 days**

Work 15 days before Institute Day and 15 days after the last day of school.

7 ¼ hours per day

1 hour unpaid lunch

Two 15 minute breaks                      36.25 hrs per week/1,522.5 hrs per school year

**Elementary Secretaries 8:15 - 4:15 - 205 days**

Work 15 days before Institute Day and 10 days after the last day of school.

7 hours per day

1 hour unpaid lunch

Two 15 minute breaks                      35 hrs per week/1,435.0 hrs per school year

**Middle School and Floater Secretaries 8:00 - 4:15 - 210 days**

Work 15 days before Institute Day and 15 days after the last day of school.

7 ¼ hours per day

1 hour unpaid lunch

Two 15 minute breaks                      36.25 hrs per week/1,522.5 hrs per school year

**Library Media Center Assistants - 200 days** - Will NOT work on weather emergency days  
Work 10 days before Institute Day and 10 days after the last day of school.

**Elementary Schools Library Media Center Assistants 8:15 - 4:00**

6 ¾ hours per day

1 hour unpaid lunch

Two 15 minute breaks                      33.75 hrs per week/1,350.0 hrs per school year

**Middle Schools Library Media Center Assistants 8:00 - 3:45**

6 ¾ hours per day

1 hour unpaid lunch

Two 15 minute breaks                      33.75 hrs per week/1,350.0 hrs per school year



Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

**Health Assistants/RNs - 181 days** - Will NOT work on weather emergency days  
Work 4 days before Institute Day. Work all School Improvement Days and the January  
Institute Day

**Early Childhood and Elementary Schools Health Assistants/RNs 8:15 - 3:45**

7 hours per day  
30 minutes unpaid lunch  
Two 15 minute breaks                      35 hrs per week/1,267 hrs per school year

**Middle Schools Health Assistants/RNs 8:00 - 4:00**

7.5 hours per day  
30 minutes unpaid lunch  
Two 15 minute breaks                      37.5 hrs per week/1,357.5 hrs per school year

**Teacher Assistants - 175 days** - Will NOT work on weather emergency days  
Work all School Improvement Days and the January Institute Day

**Early Childhood and Elementary Schools Teacher Assistants 8:30 - 4:00**

6 ½ hours per day  
1 hour unpaid lunch  
Two 15 minute breaks                      32.5 hrs per week/1,137.5 hrs per school year

**Middle Schools Teacher Assistants 8:15 - 3:45**

7 hrs per day  
30 minute unpaid lunch  
One 40 minute period for break    35 hrs per week/1,225 hrs per school year

**Section 302.3: BREAKS**

Breaks may not be combined to otherwise shorten the workday at the beginning or end of the day or to extend a lunch break on a permanent basis.

**Section 302.4: OVERTIME PAY**

For hourly staff members, any hours worked after a forty (40) hour work week will be paid at time and a half of their regular position pay rate. If agreed to by the employee and the employee's immediate supervisor, compensatory time will be granted in lieu of overtime. Each extra hour equals 1.5 compensatory time hours. All compensatory time must be used within thirty (30) calendar days from the date that it is earned. Any compensatory time not used within the allotted time frame will revert back to overtime pay.

All overtime work must be approved in advance by the staff member's immediate non-bargaining unit supervisor. Nothing herein shall be construed to require the assignment of overtime except as provided below.

**Section 302.5: NO PYRAMIDING**

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. ESPs wanting to volunteer for paid extra-duties must adjust their normal work day hours to accommodate for extra time.

**ARTICLE 303**

**ASSIGNMENTS AND TRANSFERS  
FOR EDUCATIONAL SUPPORT PERSONNEL**

**Section 303.1: NOTIFICATION OF ASSIGNMENTS**

- A. All Educational Support Personnel shall be given written notice of their anticipated assignments for the forthcoming school year no later than one week prior to their last day of employment of the current school year. If changes in an Educational Support Personnel's assignment are made after such notice is given, the Educational Support Personnel shall be notified promptly.
- B. Any reassignment that is required to meet the needs of the District shall not be capricious in nature. If the reassignment is not acceptable, the staff member shall be given, upon request, the reasons for the reassignment. If the reassignment is not acceptable to the Educational Support Personnel, he/she shall be allowed to resign.
- C. If a staff member requests a transfer to another building or position within the same classification, the Board agrees to give due consideration to background and attainments and other relevant factors. Refer to Section 105.1D Posting of Vacancies.

**ARTICLE 304**  
**LEAVES**  
**FOR EDUCATIONAL SUPPORT PERSONNEL**

**Section 304.1: SICK LEAVE**

All staff members are entitled to thirteen (13) days of paid sick leave per year without loss of pay. Sick leave shall accumulate to two hundred sixty-four (264) days. Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family or household. The immediate family for purposes of the Article shall include: (step)parents, spouse/partner, (step)brothers, (step)sisters, (step)children, (step)grandparents, (step)grandchildren, grandparents-in-law, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, nieces, nephews, cousins, and legal guardians.

Additionally, as of July 1st of each year, when the staff member maintains a balance of 50 sick days, the member will receive an annual allotment of 15 sick days. When the staff member maintains a balance of 100 sick days, the member will receive an annual allotment of 17 sick days. When the staff member maintains a balance of 150 sick days, the member will receive an annual allotment of 18 sick days.

**Section 304.2: PERSONAL LEAVE**

The Board shall grant each staff member three (3) days of personal leave without loss of pay. Personal leave shall be granted upon written notice by the staff member, filed with the Human Resources Department, and are strongly encouraged to provide notice two (2) staff member employment days in advance of the date of such requested leave. Such notice is helpful in scheduling substitutes.

Personal leave shall not be granted on a day preceding or following a non-attendance day, school holiday, vacation or recess period except for an emergency approved by the Human Resources Department or designee, or for observance of a recognized religious holiday of the staff member's faith. The staff member shall provide acceptable documentation supporting the requested leave with regard to an emergency preceding or following a school holiday, vacation or recess period. This documentation will be kept in the staff member's personnel file. In addition, special permission is required for the use of a personal leave day for the first and last five (5) days of the school year (Institute Days and student attendance days).

Such leave shall not be used at any time for participation in any work stoppage or collective bargaining dispute. Such leave shall also not be used to create or extend a honeymoon, or leave that would otherwise be deemed vacation in nature.

Personal Leave shall be computed in units of half (1/2) days. Unused Personal leave shall accumulate to a maximum of six (6) days during a three year period (two per year). Any days accumulated in excess of six (6) days will be deposited in the staff member's sick day accumulation. In no case shall a staff member use more than six (6) Personal days in one school year, nor shall a staff member use Personal leave days on more than two consecutive workdays. (Holidays and weekends do not break up consecutive workdays. As an example, a staff member may not take Personal leave days on a consecutive Thursday, Friday, Monday and Tuesday.)

Personal Leave shall not be used if any other leave of absence provided for herein shall be applicable, with the exception of family and medical leaves under Section 106.2 of this agreement.

A staff member who needs an (one) additional Personal leave day and who has exhausted their own bank of Personal leave days due to the observation of a recognized religious holiday of the staff member's faith shall be granted such leave without loss of salary or benefit provided that the staff member makes up the lost time with additional time as agreed upon by the staff member and the Human Resource Department.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

Any questioned application of this section shall be an appropriate item for discussion by the Advisory Committee established in Section 101.13 of this agreement.

## ARTICLE 305

### SICK LEAVE BANK FOR EDUCATIONAL SUPPORT PERSONNEL

#### **Section 305.1: LICENSED/EDUCATIONAL SUPPORT STAFF SICK LEAVE BANK**

A Sick Leave Bank has been established and is open and available to any staff member in the defined unit. The purpose of this plan is to provide extended sick leave to those members who incur a prolonged or catastrophic illness or injury. The Sick Leave Bank shall contain only those days contributed by staff members.

- A. **Governing the Sick Leave Bank:** The Association shall act in all matters that concern the policies and administration of the Sick Leave Bank and shall report its decisions in writing to the Superintendent or designee prior to the granting of any sick leave days from the Bank.
- B. **Funding the Sick Leave Bank:** Staff members enrolling in the Bank will donate one sick leave day to the Bank at the beginning of each school year or upon beginning employment with the District. If at any time all sick leave days banked by staff members shall have been exhausted, the Association shall have the authority to either suspend the operation of the Sick Leave Bank for the duration of the then current school year or may assess all participating staff members an additional sick leave day to be contributed to the Sick Leave Bank, and all participating staff members so notified. If the Sick Leave Bank has accumulated approximately two-and- one-half times the number of contributing members, the Association may elect to automatically continue membership for current members for the following year without requiring a new contribution from each member.

The Sick Leave Bank will not be permitted, in the aggregate, to fall into a deficit position.

- C. **Joining the Sick Leave Bank:** Each eligible staff member may enroll in the Sick Leave Bank by signing an authorization card, provided by the Association, at the beginning of the school term or upon beginning employment with the District. This authorization shall continue until the Association and the Human Resources Department is otherwise notified in writing by the staff member.

Once a staff member so notifies the Association and Human Resources Department of his/her withdrawal from the sick leave bank, they may choose to rejoin but they must be a contributing member for at least three (3) full years before they can draw days from the bank.

- D. **Using the Sick Leave Bank:** In order to be eligible to draw from the Sick Leave Bank, a staff member must:
  - 1. Be a contributor to the Sick Leave Bank.
  - 2. Have used all of his/her accumulated sick and personal leave.
  - 3. Have been absent from work continuously for five (5) workdays after the exhaustion of accumulated sick and personal leave.
  - 4. Present completed FMLA documentation to the Assistant Superintendent for Human Resources and the Chairman of the Sick Bank outlining the prolonged and serious nature of the illness or injury.

Staff Members withdrawing sick leave days from the Bank will not have to replace any days so used except as a regular yearly contributing member to the Bank.

- E. **Limits on Use of the Sick Leave Bank:** The use of the Sick Leave Bank shall be limited to the personal illness or injury of the staff member and not to the illness or death of any other person. The Sick Leave Bank shall not be available for use in conjunction with any illness due to elective surgery, cosmetic

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

surgery, infertility, abortion or vasectomy, provided that if complications should arise from such surgery or condition which give rise to catastrophic, prolonged illness, the Sick Leave Bank shall be applicable to any absence due to such illness.

The maximum number of days which may be drawn from the Sick Leave Bank by a single staff member shall be equal to the number of work days remaining in the staff member's regular school year or 30 work days, whichever shall be less.

A staff member who has utilized the Sick Leave Bank during one school year shall not be eligible for withdrawal from the Sick Leave Bank during the next school year unless and until that staff member has been employed for at least sixty (60) employment days during the following school year prior to application for withdrawal of sick leave from the Bank.

A staff member can access the Sick Leave Bank annually except in the following situation: a staff member shall not have access to an additional Sick Leave Bank withdrawal in a third consecutive fiscal year after utilizing the Bank for two consecutive fiscal years.

A staff member withdrawing from membership in the Bank will not be able to withdraw the contributed days.

- F. **Utilization and Liability:** The Association shall have the sole right to determine how Sick Leave Bank days shall be utilized and exceptions granted. In addition, the Association shall indemnify and hold harmless the Board from any and all claims arising from any and all decisions by the Association in relation to the use or denial of use of the Sick Leave Bank. This obligation to hold harmless shall only be applicable if the District gives the Association written notice within five (5) days of receipt of any charge, lawsuit or claim arising under this section.

**ARTICLE 306**

**COMPENSATION AND FRINGE BENEFITS  
FOR EDUCATIONAL SUPPORT PERSONNEL**

**Section 306.1: COMPENSATION**

The Board and the Association have agreed to compensation levels during this agreement as follows:

- A. 2018-2019 compensation levels will be calculated by increasing each staff members 2017-2018 wage rate by the December 2016 Consumer Price Index (CPI) for All Urban Consumers (2.10%) as reported by United States Department of Labor plus a factor of 1 and ½ percent. The impact of the change in CPI plus the factor will be capped at 3.25% and will have a floor of 2.00%; the resulting increase is 3.25%.
- B. 2019-2020 compensation levels will be calculated by increasing each staff members 2018-2019 wage rate by the December 2017 Consumer Price Index (CPI) for All Urban Consumers (2.10%) as reported by United States Department of Labor plus a factor of 1 and ½ percent. The impact of the change in CPI plus the factor will be capped at 3.25% and will have a floor of 2.00%; the resulting increase is 3.25%.
- C. The 2020-2021 compensation levels will be calculated by increasing each staff members 2019-2020 wage rate amount by the December 2018 Consumer Price Index (CPI) for All Urban Consumers released by the United States Department of Labor in January 2019 plus a factor of 1 and ½ percent. The impact of the change in CPI will be capped at 3.25% and will have a floor of 2.00%.
- D. The 2021-2022 compensation levels will be calculated by increasing each staff members 2020-2021 wage rate amount by the December 2019 Consumer Price Index (CPI) for All Urban Consumers released by the United States Department of Labor in January 2020 plus a factor of 1 and ½ percent. The impact of the change in CPI will be capped at 3.25% and will have a floor of 2.00%.

A staff member's initial wage rate at time of hire will be determined based upon compensation ranges as determined by the Board and the Association.

**Section 306.2: HEALTH AND ACCIDENT INSURANCE**

Retiring ESPs that are eligible for an IMRF pension are entitled to continued insurance coverage under Public Act 86-1444. Retiring ESPs eligible to be covered under Public Act 86-1444 may retain their current individual health coverage provided:

- A. They request such insurance in writing.
- B. The staff member makes timely monthly payments to the District by the first of each month.

**Section 306.3: TUITION ALLOTMENT**

Each Educational Support Personnel covered in this agreement will be allowed up to \$250.00 per school year for pre-approved coursework that will increase their skill set in relation to their current job responsibilities. This educational training is to be undertaken on the staff member's own time and the monies shall be reimbursed upon presentation of a paid receipt from the college or institution of training and evidence that a grade of "C" or better was achieved.

Reimbursement will be dependent upon a signed written agreement that the School District allotment will be repaid to School District 21, by the staff member, if said staff member resigns and does not work for the District for one full year after taking the course.

**Section 306.4: PAYMENT TO IMRF**

For Educational Support Personnel who are eligible to participate in the Illinois Municipal Retirement Fund (IMRF), the Board will pay the staff member's required contribution. It is the intent of the parties by this Agreement to qualify

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

these payments under Section 414(h) of the Internal Revenue Code. The staff member has no right or claim to the fund so remitted except as they may subsequently become available upon retirement or resignation from IMRF.



**ARTICLE 307**  
**VOLUNTARY RETIREMENT**  
**FOR EDUCATIONAL SUPPORT PERSONNEL**

Individuals retiring under this agreement may elect either Section 307.1 "Retirement Incentive" or Section 307.2 "Longevity Incentive" shown below, provided he/she is eligible, but not both.

**Section 307.1 RETIREMENT INCENTIVE**

*Individuals may access either this section or section 307.2, but cannot access both at the same time.*

The Board agrees to pay the staff member's contribution under the Five Plus Five early retirement option within the legislative and/or regulatory guidelines of such program. Increases in individual retirement contributions required by legislative and/or regulatory guidelines beyond the contributions contained within this agreement shall not be the responsibility of the Board but shall remain the sole responsibility of the staff member.

Educational Support Personnel may elect one of the following retirement options:

- A. If District 21 fulfills its financial obligation with respect to an IMRF 5+5 Early Retirement Incentive program during the agreement period, District 21 shall notify the Association and begin discussions with respect to a subsequent IMRF 5+5 Early Retirement Incentive program.
- B. Retirement Incentive.  
Staff members eligible for incentive Plan B must be eligible for IMRF retirement and have a minimum of 10 years' experience in District 21. Staff members who qualify and who declare their intent to retire four years before actual retirement shall receive a 5.5% salary increase over their previous year's base salary for each of the four years prior to retirement. To be eligible for this benefit, the staff member shall notify Human Resources of their intent to retire four years before their actual retirement date.

At the discretion of the Board, a staff member who has so notified the District and who may have begun receiving the salary increases may withdraw from this retirement incentive and return to regular employment status just as if participation in this incentive had not begun. In such case the staff member shall reimburse the District any salary increases received under this sub-section on a repayment schedule to be agreed upon by the Superintendent or designee and the staff member.

If the staff member retires mid-year, this benefit shall be for the 48 months prior to the actual date of retirement. The District shall report this salary bonus to the IMRF as part of the staff member's salary.

**Section 307.2: LONGEVITY INCENTIVE**

*Individuals may access either this section or section 307.1, but cannot access both at the same time.*

A staff member who has worked at least ten (10) years in District 21 and who retires from District 21 and who notifies the Illinois Municipal Retirement Fund (IMRF) of his/her retirement shall receive a salary bonus of \$275 for each year worked in District 21. The maximum benefit a staff member may receive under this section will be for 35 years of working in District 21. This bonus shall be paid as part of the staff member's last regular paycheck from the District. The District shall report this salary bonus to the IMRF as part of the staff member's final year salary. Salary before retirement bonus calculations will be consistent with salary experience steps. Fractional years of employment shall be accumulated as such.

**ARTICLE 400**  
**EMPLOYMENT CONDITIONS**  
**FOR CUSTODIAL-MAINTENANCE PERSONNEL**

**Section 400.1: STAFF MEMBER WORK DAY**

The regular work day for a full-time staff member shall not exceed eight (8) hours. Normal work hours during the school year for Custodial-Maintenance staff member classifications shall be as follows:

<b>Head Custodians - Elementary and Middle School</b>	<b>6:30am to 3:00pm</b>
8.5 hours per day	
½ hour unpaid duty-free lunch	
Two 15 minute breaks	
<b>Mid-Day Custodians - Middle School</b>	<b>10:00am to 6:30pm</b>
8.5 hours per day	
½ hour unpaid duty-free lunch	
Two 15 minute breaks	
<b>Night Custodians - Elementary and Middle School</b>	<b>2:45pm to 10:45pm</b>
8.0 hours per day	
½ hour paid duty-free lunch	
Two 15 minute breaks	
<b>Relief Custodians (As assigned to one of the categories noted above, based upon need)</b>	
Hours worked per day and either a ½ hour paid or unpaid duty-free lunch will be based upon assignment	
Two 15 minute breaks	
<b>Maintenance</b>	<b>7:00am to 3:30pm</b>
8.5 hours per day	
½ hour paid duty-free lunch	
Two 15 minute breaks	
<b>Summer Day Shift (All staff members)</b>	<b>6:00am to 2:30pm</b>
All staff members shall work the Day Shift when school is not in session except as the needs of the District dictate otherwise.	
8.5 hours per day	
1 hour paid duty-free lunch	
Two 15 minute breaks <b>(Breaks cannot be combined with the 1 hour duty-free lunch)</b>	

Additionally, consideration shall be given to alterations of the above schedules in order to accommodate the needs of the District. In many cases but not all, the adjustment to the schedule will trigger overtime pay or compensatory time for the employee. Such alterations shall be agreed upon by the Assistant Superintendent for Finance and Operations/CSBO or his/her designee and the Association.

Breaks may not be combined to otherwise shorten the workday at the beginning or end of the day or to extend a lunch break on a permanent basis, but may be made on an occasional basis under unique circumstances, if approved in advance by the supervisor.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

**Section 400.2: CLOTHING ALLOWANCE**

Each non-probationary staff member shall be provided an annual allowance of up to \$200.00 or the equivalent of five uniforms, whichever is more, toward the purchase of approved uniform attire. This annual allowance is provided to cover from July 1 to June 30. The menu choices of uniform attire will be agreed upon by the Board or its designees and the Association annually by February 1st. If agreement cannot be reached by February 1st, the menu options of uniform attire will be the same as the preceding year. A minimum of two (2) uniforms will be required for all Custodial- Maintenance staff members in their annual order.

Uniforms will be purchased before the start of the school year. Board provided clothing must be worn at all times while on duty and should not be torn, tattered, or altered. Custodial-Maintenance staff members shall return all Board provided clothing upon termination of employment. Failure to wear Board provided clothing while on duty may result in disciplinary measures.

A staff member may wear shorts while on duty except in situations where safety concerns dictate that shorts should not be worn. Situations dictating safety concerns may not be defined in a capricious nature.

Custodial Maintenance staff shall be allowed to wear denim jeans as agreed upon by the Association and the Administration, or a committee comprised of Association and Administration representatives. Denim jean pants, as agreed to per the above, shall be added to the annual clothing allowance options.

Probationary staff members shall be provided three (3) uniforms and no jacket. In the event the probationary staff member leaves the district before successfully completing the probationary period, he/she will return and reimburse the district for the cost of the uniforms.

The Board shall provide an annual allowance of \$150.00 toward the purchase of of steel-toed shoes, for all staff members, which shall be worn by the staff member when on duty. The staff member will have a choice of:

- A. Buying shoes and providing proof of purchase to the Operations & Maintenance Department for proper reimbursement.
- B. Requesting a \$150.00 reimbursement by submitting the receipt for shoes within five work days. The maximum reimbursement will be the lesser of \$150.00 or actual cost of shoes evidenced by receipt.

Staff members who disregard the wearing of steel-toed shoes shall be warned in writing on the first offense and suspended for one day without pay for any offense thereafter.

**Section 400.3: STAFF MEMBER TRAVEL**

Staff members traveling between buildings during the course of the work day shall be reimbursed at the prevailing IRS approved rate when using their own vehicle. The foregoing shall include travel between buildings by staff members regularly assigned to such buildings.

Staff members shall be required to submit annually a copy of their current valid driver's license and proof of vehicle insurance.

**Section 400.4: HAZARDOUS WORKING CONDITIONS**

Staff members shall not be required to work under clearly unsafe or hazardous conditions. Staff members shall not be required to enter a school building at a time when there is a clear and present danger of the presence of an intruder.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

**Section 400.5: BUILDING SECURITY**

No staff member shall be required to perform evening (after dark) building checks except when accompanied by another staff member or an appropriate security officer or other designee of the Board or except when such building checks occur as part of the staff member's normal custodial duties. Non-security assignments may be given to a staff member during these hours without being accompanied by another staff member; however, the district will make a reasonable attempt to have additional staff present during such situations.

**ARTICLE 401**  
**EMPLOYMENT PRACTICES**  
**FOR CUSTODIAL-MAINTENANCE PERSONNEL**

**Section 401.1: PROBATIONARY PERIOD**

A new staff member shall be termed a "probationary" staff member. The probationary period shall be one hundred and eighty (180) worked days. Having passed the probationary period and having become a regular staff member, such a staff member shall be considered a continuing staff member from year to year unless the staff member resigns by giving two (2) weeks written notice prior to the final day of work or unless the staff member is terminated in accordance with the provisions of this Agreement.

**Section 401.2: EVALUATION TIMELINE**

Evaluations shall be conducted twice before the end of the probationary period (at ninety (90) and one hundred and eighty (180) worked days) and a minimum of once a year thereafter. Evaluation timelines may be adjusted through the agreement of Evaluation Committees for employee groups, if so formed.

It shall be the goal of the parties that evaluation shall be an ongoing informal process in addition to and not inconsistent with the formal process contained herein. To that end, the evaluator and Custodian-Maintenance Personnel shall meet as needed during the year for the purpose of correcting problems as they occur.

**Section 401.3: WRITTEN EVALUATIONS**

Annual formal evaluations shall be in writing, and a copy shall be given to the Custodian-Maintenance Personnel which he/she shall acknowledge. The content of any evaluation shall not be grieved.

**Section 401.4: EVALUATION MEETING**

The formal written evaluation shall be based upon the supervisor's total assessment of the Custodian-Maintenance Personnel's performance and shall be reviewed in a meeting between the Custodian-Maintenance Personnel and the supervisor. Such meeting shall precede the placement of the evaluation in the Custodian-Maintenance Personnel's personnel file.

**Section 401.5: WRITTEN REVIEW FOLLOW-UP**

The Custodian-Maintenance Personnel shall have the right to submit a written statement regarding any evaluation for inclusion in his/her personnel file, provided such statement is submitted within twenty (20) employment days of the Custodian-Maintenance Personnel's receipt of the evaluation. A Custodian-Maintenance Personnel shall not be discriminated against as a consequence of submitting such statement.

**Section 401.6: EVALUATION CONCERNS**

The supervisor shall identify areas needing improvement. The Custodian-Maintenance Personnel may request an assessment of the status of concerns in prior written evaluations be included in the next formal written evaluation.

**Section 401.7 STAFF MEMBER SENIORITY**

Seniority shall begin upon the completion of the probationary period and upon that completion shall revert to the first day of employment. The staff member shall have seniority in the department in which he/she is working or has worked on the effective date of this Agreement. If a staff member transfers from one category to another category, he/she shall carry forth his/her seniority. By February 1st of each year the Board shall publish a district- wide seniority list by department.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

**Section 401.8: STAFF MEMBER RESIGNATION**

Should a staff member elect to resign from the District, a notice to the staff member's supervisor and the Assistant Superintendent for Human Resources or his/her designee shall be given two (2) weeks before the effective date of the resignation.

**Section 401.9: LAY-OFF PROCEDURE**

- A. In the event of a lay-off of regular staff members, including lay-offs caused by the closure of a facility, the Administration shall attempt to accomplish lay-offs by attrition. In the event necessary lay-offs cannot be adequately accomplished through attrition, the selection of staff members to be laid-off shall be in the reverse order of district-wide seniority within the affected department. Departments shall be maintenance, custodial, elementary school head custodian and middle school head custodian.
- B. No staff member shall suffer any reduction in pay for a period of one (1) year because of a change in classification as a result of the implementation of this procedure.
- C. In the event of a tie in seniority, the decision shall be made by the drawing of lots with a representative of the Association present.
- D. In the event that within one (1) year from the date of his/her lay-off a vacancy occurs in any classification for which he/she is qualified, a laid-off staff member shall be entitled to recall thereto in inverse order of lay-off.
- E. When rehiring laid-off staff members, the Board shall notify staff members of reemployment through phone call and then through email sent to the staff member's personal email address on file. If such staff members do not notify the School District within ten (10) calendar days from the receipt of such notice, that they will report for work on the date specified, or give reasonable and acceptable reasons for unavoidable delay beyond such time, they shall be considered as having resigned and all seniority shall be terminated.
- F. Reductions within the Head Custodian Position shall occur as follows:
  - 1. If a reduction occurs within the Middle School Head Custodian classification, he/she shall exercise his/her seniority within the K-5 Head Custodian classification and replace the least senior staff member.
  - 2. If a reduction occurs within the K-5 Head Custodian classification, he/she shall exercise his/her seniority within the Custodian classification and replace the least senior staff member.

**Section 401.10: DISCHARGE**

Full time non-probationary staff members who are dismissed shall have the right to a meeting as soon as feasible with the Superintendent or his/her designee to discuss such dismissal, and may be accompanied at such meeting by a representative of the Association. This section shall not be applicable to reduction-in-force.

The Board shall not dismiss a non-probationary staff member for reasons relating to inadequacy of performance unless a written notice of such inadequacy has been provided the staff member at least seven (7) calendar days prior thereto. Such dismissal shall not be arbitrary.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

**Section 401.11: TEMPORARY ASSIGNMENTS**

Any staff member who is assigned duties which are usually completed by staff members in a higher pay category shall be paid at that departmental rate if the assignment exceeds twenty (20) hours in any week. The higher rate will apply to the twenty (20) hours and any additional hours of continuous assignment, during regular work hours, in the higher category in the week following. Any consecutive prior hours in the same pay period shall be paid at the higher rate. A staff member working in such temporary assignment, which shall not continue uninterrupted for more than three (3) calendar months, shall continue to accrue seniority only in his regular department. A staff member shall not be deemed to be working in another job category unless expressly authorized to do so.

Combined total period of employment of any summer part-time staff member shall not exceed five (5) months in any calendar year, unless a longer term is agreed upon by the Board and the Association.

## **ARTICLE 402**

### **ASSIGNMENTS AND PROMOTIONS FOR CUSTODIAL-MAINTENANCE PERSONNEL**

#### **Section 402.1: PROMOTION OR TRANSFER PROCEDURE**

Should a staff member wish to be transferred, such desire should be communicated to the staff member's supervisor and the staff member shall complete a Request for Change of Assignment form with the Department of Human Resources. Should a staff member wish to be promoted, the staff member shall complete an electronic application. It is the expectation that upon the granting of a lateral and/or promotional transfer the staff member will remain in the new position for a minimum of one year.

#### **Section 402.2: LATERAL TRANSFER**

If a staff member requests a transfer to another building or position within the same classification, the Board agrees to give due consideration to the background and attainments of all applicants and other relevant factors.

Refer to Section 105.1D Posting of Vacancies.

#### **Section 402.3: PROMOTION PROCEDURE**

- A. Notice of positions shall be posted as they become available. Such positions shall not be permanently filled until five (5) working days following the posting.
- B. Any posted position(s) shall contain a description of the duties and the qualifications.
- C. The Board agrees to give due consideration to the background and attainments of all applicants including but not limited to length and quality of service with the Board. To this end the Administration shall interview any staff member who shall formally make application for a vacancy in a higher paying job category, and such interview shall precede any permanent appointment filling such vacancy.

#### **Section 402.4: NOTICE OF ASSIGNMENT**

The Board shall seek to notify staff members by July 1st if their work location will be changed for the following school term. After notification of a work assignment, any subsequent changes to a staff member's work assignment shall be agreed upon by the Superintendent or his/her designee and the Association. If changes in a Custodian-Maintenance Personnel's assignment are made after such notice is given, the Custodian-Maintenance Personnel shall be notified promptly.

Any reassignment that is required to meet the needs of the District shall not be capricious in nature. If the reassignment is not acceptable, the staff member shall be given, upon request, the reasons for the reassignment. If the reassignment is not acceptable to the Custodial Maintenance Personnel, he/she shall be allowed to resign.



## **ARTICLE 403**

### **LEAVES FOR CUSTODIAL-MAINTENANCE PERSONNEL**

#### **Section 403.1: SICK LEAVE**

Each staff member shall be entitled to thirteen (13) sick leave days per work year without loss of pay. Sick leave shall accumulate to two hundred sixty four (264) days. Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family or household. The immediate family for purposes of the Article shall include: (step)parents, spouse/partner, (step)brothers, (step)sisters, (step)children, (step)grandparents, (step)grandchildren, grandparents-in-law, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, nieces, nephews, cousins and legal guardians.

If an immediate supervisor determines that a staff member is abusing sick leave, such as more than three (3) incidents within a twelve-month period, he/she shall have authority to request an official verification by the staff member's physician.

Additionally, as of July 1st of each year, when the staff member maintains a balance of 50 sick days, the member will receive an annual allotment of 15 sick days. When the staff member maintains a balance of 100 sick days, the member will receive an annual allotment of 17 sick days. When the staff member maintains a balance of 150 sick days, the member will receive an annual allotment of 18 sick days.

#### **Section 403.2: PERSONAL LEAVE**

The Board shall grant each staff member four (4) days of personal leave without loss of pay. If, at the end of a year, the staff member has not used all Personal days, three (3) days may be carried over to be used the following year, but in no case shall a staff member use more than seven (7) Personal days in one year. Except in the case of an emergency, written advanced application describing the necessity for personal business leave shall be submitted as soon as possible to the Superintendent or designee. Unused personal leave days shall be added to accumulated sick leave. The staff member shall not be required to state a reason if notice is received two (2) days in advance - except before or after a holiday or vacation.

## ARTICLE 404

### SICK LEAVE BANK FOR CUSTODIAL-MAINTENANCE PERSONNEL

#### **Section 404.1: SICK LEAVE BANK**

A Sick Leave Bank has been established and is open and available to any staff member in the defined unit. The purpose of this plan is to provide extended sick leave to those members who incur a prolonged or catastrophic illness or injury.

- A. **Governing the Sick Leave Bank:** The Association shall act in all matters that concern the policies and administration of the Sick Leave Bank and shall report its decisions in writing to the Superintendent or designee prior to the granting of any sick leave days from the Bank.
- B. **Funding the Sick Leave Bank:** Staff members enrolling in the Bank will donate one sick leave day to the Bank at the beginning of each school year or upon beginning employment with the District. If at any time all sick leave days banked by staff members shall have been exhausted, the Association shall have the authority to either suspend the operation of the Sick Leave Bank for the duration of the then current school year or may assess all participating staff members an additional sick leave day to be contributed to the Sick Leave Bank, and all participating staff members so notified. If the Sick Leave Bank has accumulated approximately two- and-one-half times the number of contributing members, the Association may elect to automatically continue membership for current members for the following year without requiring a new contribution from each member.

The Sick Leave Bank will not be permitted, in the aggregate, to fall into a deficit position.

- C. **Joining the Sick Leave Bank:** Each eligible staff member may enroll in the Sick Leave Bank by signing an authorization card, provided by the Association, at the beginning of the school term or upon beginning employment with the District. This authorization shall continue until the Association and the Human Resources Department is otherwise notified in writing by the staff member.

Once a member so notifies the Association and Human Resources Department of his/her withdrawal from the sick leave bank, they may choose to rejoin but they must be a contributing member for at least three (3) full years before they can draw days from the bank.

- D. **Using the Sick Leave Bank:** In order to be eligible to draw from the Sick Leave Bank, a staff member must:
1. Be a contributor to the Sick Leave Bank.
  2. Have used all of his/her accumulated sick and personal leave.
  3. Have been absent from work continuously for five (5) workdays after the exhaustion of accumulated sick and personal leave.
  4. Present completed FMLA documentation to the Assistant Superintendent for Human Resources and the Chairman of the Sick Bank outlining the prolonged and serious nature of the illness or injury.

Staff members withdrawing sick leave days from the Bank will not have to replace any days so used except as a regular yearly contributing member to the Bank.

- E. **Limits on Use of the Sick Leave Bank:** The use of the Sick Leave Bank shall be limited to the personal illness or injury of the staff member and not to the illness or death of any other person. The Sick Leave Bank shall not be available for use in conjunction with any illness due to elective surgery, cosmetic

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

surgery, infertility, abortion or vasectomy, provided that if complications should arise from such surgery or condition which give rise to catastrophic, prolonged illness, the Sick Leave Bank shall be applicable to any absence due to such illness.

The maximum number of days which may be drawn from the Sick Leave Bank by a single staff member shall be equal to twenty (20) work days.

A staff member can access the Sick Leave Bank annually except in the following situation: a staff member shall not have access to an additional Sick Leave Bank withdrawal in a third consecutive fiscal year after utilizing the Bank for two consecutive fiscal years.

A staff member withdrawing from membership in the Bank will not be able to withdraw the contributed days.

- F. **Utilization and Liability:** The Association shall have the sole right to determine how Sick Leave Bank days shall be utilized and exceptions granted. In addition, the Association shall indemnify and hold harmless the Board from any and all claims arising from any and all decisions by the Association in relation to the use or denial of use of the Sick Leave Bank. This obligation to hold harmless shall only be applicable if the District gives the Association written notice within five (5) days of receipt of any charge, lawsuit or claim arising under this section.

**ARTICLE 405**

**COMPENSATION AND FRINGE BENEFITS  
FOR CUSTODIAL-MAINTENANCE PERSONNEL**

**Section 405.1: COMPENSATION**

The Board and the Association have agreed to compensation levels during this agreement as follows:

- A. 2018-2019 compensation levels will be calculated by increasing each staff members 2017-2018 wage rate by the December 2016 Consumer Price Index (CPI) for All Urban Consumers (2.10%) as reported by United States Department of Labor plus a factor of 1 and ½ percent. The impact of the change in CPI plus the factor will be capped at 3.25% and will have a floor of 2.00%; the resulting increase is 3.25%.
- B. 2019-2020 compensation levels will be calculated by increasing each staff members 2018-2019 wage rate by the December 2017 Consumer Price Index (CPI) for All Urban Consumers (2.10%) as reported by United States Department of Labor plus a factor of 1 and ½ percent. The impact of the change in CPI plus the factor will be capped at 3.25% and will have a floor of 2.00%; the resulting increase is 3.25%.
- C. The 2020-2021 compensation levels will be calculated by increasing each staff members 2019-2020 wage rate amount by the December 2018 Consumer Price Index (CPI) for All Urban Consumers released by the United States Department of Labor in January 2019 plus a factor of 1 and ½ percent. The impact of the change in CPI will be capped at 3.25% and will have a floor of 2.00%.
- D. The 2021-2022 compensation levels will be calculated by increasing each staff members 2020-2021 wage rate amount by the December 2019 Consumer Price Index (CPI) for All Urban Consumers released by the United States Department of Labor in January 2020 plus a factor of 1 and ½ percent. The impact of the change in CPI will be capped at 3.25% and will have a floor of 2.00%.

A staff member's initial wage rate at time of hire will be determined based upon compensation ranges as determined by the Board and the Association.

**Section 405.2: PAYMENT TO THE ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)**

For staff members who are eligible to participate in the IMRF, the Board of Education will pay the staff member's contribution. It is the intent of the parties by this Agreement to qualify these payments under Section 414(h) of the Internal Revenue Code. The staff member has no right or claim to the fund so remitted except as they may subsequently become available upon retirement or resignation from the IMRF.

**Section 405.3: OVERTIME**

Custodial and Maintenance personnel are all hired with the mutual agreement that overtime is necessary. Custodial and Maintenance personnel are required to work overtime upon request. The Assistant Superintendent for Finance and Operations/CSBO or his/her designee shall determine which personnel are needed to accomplish the work. When weather conditions dictate that either overtime or a return to work situation is likely, Custodial-Maintenance Personnel should take reasonable measures to ensure that they will be able to accept overtime or return to work assignments as requested. Such measures would include, but not be limited to, the follow:

- A. Have their District provided communication devices with them during off-work hours.
- B. Refrain from any activity that could prohibit their preparedness [ie, alcohol consumption].

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

- C. Respond to any communication requesting overtime or a return to work assignment within a reasonable amount of time [ie, one half-hour from receiving the communication notice].

Rotation of overtime and return to work assignments will be the intent. Team members will be encouraged to work within their groups to ensure that balance of assignments is achieved.

Overtime shall be paid at the rate of one and one-half times the regular rate of pay for any staff member who works more than forty (40) regular time hours in one week or over eight (8) hours in one shift. Paid holidays and any day when the District is closed shall be included as regular time for purposes of computing eligibility for overtime. In the event of weather related District need, sick, personal and vacation leave shall be included as regular time for purposes of computing eligibility for overtime.

If agreed to by the employee and the employee's immediate supervisor, compensatory time will be granted in lieu of overtime. Each extra hour equals 1.5 compensatory time hours. All compensatory time must be used within thirty (30) calendar days from the date that it is earned. Any compensatory time not used within the allotted time frame will revert back to overtime pay.

An overtime meal break shall be given when a staff member is required to work overtime at least three (3) consecutive hours in addition to a regular shift. Such meal break shall be with pay for up to one-half (1/2) hour. If such overtime assignments are six (6) hours or more, the meal break shall be reimbursed not to exceed eight dollars and fifty cents (\$8.50).

**Section 405.4: CALL TIME**

Any staff member called to return to work outside of his/her regularly scheduled shift shall be paid a minimum of three (3) hours, unless it is in conjunction with the regular working day.

**Section 405.5: HOLIDAY - SUNDAY WORK**

The Custodial-Maintenance staff members shall be compensated at a rate of 2 times regular pay if work results in overtime, including Holidays and weekends. Custodial and Maintenance employees who are required to be at work when the district is otherwise closed due to weather conditions will be paid at a rate of 2 times regular pay.

**Section 405.6: PAID HOLIDAYS**

All staff members shall be granted the day off, with regular pay, on all holidays when the Central Office is scheduled to be closed. If a staff member is required to work on Christmas Day, July 4, or New Year's Day when they fall on a Saturday or Sunday, the staff member shall receive (3) times the regular rate of pay.

The staff member will be provided one (1) personal day if any additional federal or state holiday waiver(s) requested by the Board of Education is approved by the ISBE.

**Section 405.7: VACATION LEAVE**

Provided adequate personnel is available throughout the district, vacation may be used once earned. The schedule below shows the number of paid vacation days to be received during each year of continuous employment. Custodian/Maintenance staff members will not be allowed to use vacation days prior to days being earned.

Upon Hire	10 days (pro-rated if hired after July 1)
After 5 years	15 days
After 10 years	20 days

If a staff member resigns or is terminated for any reason during the year, the prorated number of vacation days earned will be awarded.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

Vacation shall be taken at times approved by the staff member's immediate supervisor.

Unused vacation days may accumulate to a maximum of forty-five (45) days. On an annual basis staff members may receive payment for accumulated vacation days based upon the following schedule:

After 1 year	05 days
After 5 years	10 days
After 10 years	15 days

Payment of accumulated vacation days in the final four years cannot result in total compensation exceeding 6 percent.

**Section 405.8: CUSTODIAL VACATION SCHEDULING**

Custodial personnel shall be permitted to request vacation during the time school is in session (approximately September 1 through June 15). Request for vacation shall be granted by seniority.

Request for vacation for the period from September 1 to January 1 shall be made on or before July 1 and the District will post the approved vacation schedule by August 1st. After July 1, seniority will not count. Request for vacation after the cutoff date will be on a first-come, first-serve basis and the request will be processed within ten businesses days from submission.

Request for vacation for the period from January 1 to June 15 shall be made on or before November 1 of the previous year and the District will post the approved vacation schedule by December 1st. After November 1, seniority will not count. Request for vacation after the cutoff date will be on a first-come, first-serve basis and the request will be processed within ten businesses days from submission.

Updates to the vacation schedule posting will be made on a weekly basis via email to each building Head Custodian.

No more than three (3) custodial staff members will be allowed to go on vacation at the same time when school is in session except as approved at the sole discretion of the administration. When school is not in session and the Custodial-Maintenance Personnel are on Day Shift, each building will have a minimum of one custodian on duty.

The Administration will take into consideration situations in which individual custodial staff members have arranged to have their assignment responsibilities covered by another unit member. These arrangements will be effectively communicated to their immediate supervisor within a reasonable timeframe. This paragraph cannot be grieved.

**Section 405.9: MAINTENANCE VACATION SCHEDULING**

Request for vacation shall be granted by seniority.

Request for vacation for the period from September 1 to January 1 shall be made on or before July 1 and the District will post the approved vacation schedule by August 1st. After July 1, seniority will not count. Request for vacation after the cutoff date will be on a first-come, first-serve basis and the request will be processed within ten businesses days from submission.

Request for vacation for the period from January 1 to June 15 shall be made on or before November 1 of the previous year and the District will post the approved vacation schedule by December 1st. After November 1, seniority will not count. Request for vacation after the cutoff date will be on a first-come, first-serve basis and the request will be processed within ten businesses days from submission.

Updates to the vacation schedule posting will be made on a weekly basis via posting in the Operations & Maintenance Department staff lounge.

Collective Bargaining Agreement between District 21 Board of Education  
and  
District 21 Education Association, IEA-NEA

---

No more than two (2) heating and cooling Maintenance staff members will be allowed to go on vacation at the same time except as approved at the sole discretion of the administration.

**Section 405.10: LONGEVITY BONUS VACATION**

Staff members shall receive five extra paid vacation days after the completion of the 20th year and 30th year. Staff members will be notified when longevity bonus is received.

**Section 405.11: TUITION REIMBURSEMENT**

Each staff member in the bargaining unit will be allowed up to \$500 per school year for pre-approved educational training. This educational training is to be undertaken on the staff member's own time and the monies shall be reimbursed upon presentation of a paid receipt from the college or institution of training and evidence that a grade of "C" or better was achieved.

The Supervisor of the Maintenance and Custodian staff shall have final approval rights determining appropriateness of the course work. Reimbursement will be dependent upon a signed written agreement that the School District allotment will be repaid to School District 21, by the staff member, if said staff member resigns and does not return to School District 21 for the following year.

**Section 405.12: HEALTH AND ACCIDENT INSURANCE**

Retiring Custodian Maintenance Personnel that are eligible for an IMRF pension are entitled to continued insurance coverage under Public Act 86-1444. Retiring Custodian Maintenance Personnel eligible to be covered under Public Act 86-1444 may retain their current health coverage in place on their retirement date provided:

- A. They request such insurance in writing.
- B. The staff member makes timely monthly payments to the District by the first of each month.

**ARTICLE 406**  
**VOLUNTARY RETIREMENT**  
**FOR CUSTODIAL-MAINTENANCE PERSONNEL**

Individuals retiring under this agreement may elect either Section 406.1 "Retirement Incentive" or Section 406.2 "Longevity Incentive" shown below, provided he/she is eligible, but not both.

**Section 406.1: RETIREMENT INCENTIVE**

*Individuals may access either this section or section 406.2, but cannot access both at the same time.*

The Board agrees to pay the staff member's contribution under the Five Plus Five early retirement option within the legislative and/or regulatory guidelines of such program. Increases in individual retirement contributions required by legislative and/or regulatory guidelines beyond the contributions contained within this agreement shall not be the responsibility of the Board but shall remain the sole responsibility of the staff member.

Custodial and Maintenance personnel may elect one of the following retirement options:

- A. If District 21 fulfills its financial obligation with respect to an IMRF 5+5 Early Retirement Incentive program during the agreement period, District 21 shall notify the Association and begin discussions with respect to a subsequent IMRF 5+5 Early Retirement Incentive program.
- B. Retirement Incentive.  
Staff members eligible for incentive Plan B must be eligible for IMRF retirement and have a minimum of **10** years' experience in District 21. Staff members who qualify and who declare their intent to retire four years before actual retirement shall receive a 5.5% salary increase over their previous year's base salary for each of the four years prior to retirement. To be eligible for this benefit, the staff member shall notify Human Resources of their intent to retire four years before their actual retirement date.

At the discretion of the Board, a staff member who has so notified the District and who may have begun receiving the salary increases may withdraw from this retirement incentive and return to regular employment status just as if participation in this incentive had not begun. In such case the staff member shall reimburse the District any salary increases received under this sub-section on a repayment schedule to be agreed upon by the Superintendent or designee and the staff member.

If the staff member retires mid-year, this benefit shall be for the 48 months prior to the actual date of retirement. The District shall report this salary bonus to the IMRF as part of the staff member's salary.

**Section 406.2: LONGEVITY INCENTIVE**

*Individuals may access either this section or section 406.1, but cannot access both at the same time.*

A staff member who has worked at least ten (10) years in District 21 and who retires from District 21 and who notifies the Illinois Municipal Retirement Fund of his/her retirement shall receive a salary bonus of \$275 for each year worked in District 21. The maximum benefit a staff member may receive under this section will be for 35 years of working in District 21. This bonus shall be paid as part of the staff member's last regular paycheck from the District. The District shall report this salary bonus to the Illinois Municipal Retirement Fund as part of the staff member's final year salary. Salary before retirement bonus calculations will be consistent with salary experience steps. Fractional years of employment shall be accumulated as such.

----- END OF AGREEMENT -----





**DEA COLLECTIVE BARGAINING LETTER OF AGREEMENT  
FOR HEALTH, DENTAL & LIFE INSURANCE**

**BACKGROUND**

On May 17, 2018, the Board of Education ratified the collective bargaining agreement with the DEA. The new agreement is effective August 1, 2018 through July 31, 2022. After ratification of the new agreement, Hub International, employee benefit broker/consultant, notified the District that an increase in the deductible for the Consumer Driven Health Plan (CDHP) with Health Savings Account (HSA) would need to be made in order to be compliant with IRS regulations.

**ADMINISTRATIVE CONSIDERATIONS**

An error and omission was made by the District's benefit consultant, Hub International, when preparing benefit plan options considered during bargaining. The deductible level in the Consumer Driven Health Plan (CDHP) with Health Savings Account (HSA) does not meet the required minimum deductible specified by the IRS for calendar year 2019. Because the deductible is embedded, not an aggregate, the IRS deductible threshold is \$2,700 for single coverage and \$5,400 for single plus dependent coverage. The deductible agreed to in bargaining for the CDHP with HSA was \$2,500/\$5,000.

In order to be compliant with IRS regulations the deductible levels for the CDHP will be increased by \$200 for employee single coverage and \$400 for employee plus dependents. In addition, the Board contribution to the HSA will be increased by \$200 for employee single and \$400 for employee plus dependents for those who elect to participate in the CDHP with HSA. Through a contract amendment with a performance guarantee of 20%, Hub, will reimburse the Board the additional HSA contribution amount.

**BOARD RECOMMENDATION**

**BE IT RESOLVED:** The Board of Education approve the letter of agreement with the DEA modifying the Board of Education contribution to the employee health savings accounts in order to meet IRS specifications.

**DEA Collective Bargaining Agreement  
Letter of Agreement for  
Health, Dental & Life Insurance**

**Section 107.1 of the DEA Collective Bargaining Agreement (8/1/18 - 7/31/22) includes this language language:**

*The benefit plan options that are offered to employees in the 2017-18 school year shall continue without change or modification through December 31, 2018. For all staff members, beginning January 1, 2019, the District core health insurance policy shall be the Blue Cross/Blue Shield Consumer Driven Health Plan (CDHP). The Board will contribute, for eligible staff members who participate in the CDHP, to the employee Health Savings Account (HSA), per the rules specified by the Internal Revenue Service (IRS). Staff members may elect to participate in an optional Preferred Provider Organization (PPO) health insurance plan where the staff member agrees to pay 100% of the incremental cost above the District core CDHP plan to participate in the PPO health insurance plan when one is offered.*

*The Board will contribute \$1,000 in 2019 and \$1,000 in 2020 to the individual HSA for each employee who participates in the District core CDHP health insurance plan for employee single coverage. For those employees who elect to participate in the CDHP for employee single coverage for three years beginning January 1, 2019, an additional Board contribution of \$500 to the HSA will be made in 2021. The Board will contribute \$2,000 in 2019 and \$2,000 in 2020 to the individual HSA for each employee who participates in the District core CDHP health insurance plan for employee single plus dependent coverage. For those employees who elect to participate in the CDHP for employee single plus dependent coverage for three years beginning January 1, 2019, an additional Board contribution of \$1,000 to the HSA will be made in 2021. The contribution to the HSA in 2021 will be based on the plan in which the employee is enrolled in that year.*

An error and omission was made by the District's benefit consultant, Hub International, when preparing benefit plan options considered during bargaining. The deductible level in the Consumer Driven Health Plan (CDHP) with Health Savings Account (HSA) does not meet the required minimum deductible specified by the IRS for calendar year 2019. Because the deductible is embedded, not an aggregate, the deductible threshold is \$2,700 for single coverage and \$5,400 for single plus dependent coverage. The deductible agreed to in bargaining for the CDHP with HSA was \$2,500/\$5,000.

In order to be compliant with IRS regulations the deductible levels for the CDHP will be increased by \$200 for employee single coverage and \$400 for employee plus dependents. In addition, the Board contribution to the HSA will be increased by \$200 for employee single and \$400 for employee plus dependents for those who elect to participate in the CDHP with HSA. Through a contract amendment with a performance guarantee of 20%, Hub, will reimburse the Board the additional HSA contribution amount.

*The Board will contribute \$1,200 in 2019 and \$1,200 in 2020 to the individual HSA for each employee who participates in the District core CDHP health insurance plan for employee single coverage. For those employees who elect to participate in the CDHP for employee single coverage for three years beginning January 1, 2019, an additional Board contribution of \$600 to the HSA will be made in 2021. The Board will contribute \$2,400 in 2019 and \$2,400 in 2020 to the individual HSA for each employee who participates in the District core CDHP health insurance plan for employee single plus dependent coverage. For those employees who elect to participate in the CDHP for employee single plus dependent coverage for three years beginning January 1, 2019, an additional Board contribution of \$1,200 to the HSA will be made in 2021. The contribution to the HSA in 2021 will be based on the plan in which the employee is enrolled in that year.*

Duration of Agreement


This agreement shall be effective August 1, 2018 and shall remain in effect until July 31, 2022.

Dated: August 9, 2018

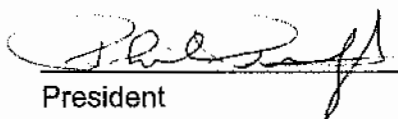
In witness thereof:

For District 21 Education Association

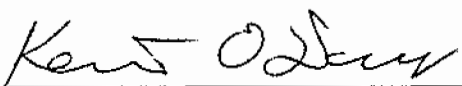
For School District 21 Board of Education



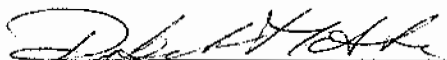
President



President



Vice President



Secretary



**DEA COLLECTIVE BARGAINING LETTER OF AGREEMENT  
FOR CUSTODIAL-MAINTENANCE PERSONNEL WORK DAY**

**BACKGROUND**

On May 17, 2018, the Board of Education ratified the collective bargaining agreement with the DEA. The new agreement is effective August 1, 2018 through July 31, 2022. After ratification, it was discovered that the hours for custodial-maintenance personnel are erroneously listed in two situations.

**ADMINISTRATIVE CONSIDERATIONS**

Section 400.1 of the DEA Collective Bargaining Agreement (8/1/18 - 7/31/22) begins with the following guiding statement: *The regular work day for a full-time staff member shall not exceed eight (8) hours*. The hours specific to two situations are erroneously listed, and are in conflict with that guiding statement.

The first situation is specific to maintenance staff. The Collective Bargaining Agreement (CBA) effective 5/31/14 through 8/1/18 identified a ½ hour duty-free lunch as unpaid. Language in the CBA ratified on May 17, 2018 shows that the ½ hour lunch is paid. However, a ½ hour paid lunch would bring the paid hours to 8.5, which is in conflict with the guiding statement. Such an extension of paid hours was not discussed between the DEA and the Board of Education during the bargaining period; this change was a typographical error. The ½ hour duty-free lunch for maintenance personnel should be unpaid under the current CBA.

The second situation is in regards to work hours during the summer for all custodial-maintenance personnel. According to the language in the CBA, the length of day in the summer is 8.5 hours, including two paid 15 minute breaks and 1 hour paid lunch. This language is identical to language in the CBA since the custodial-maintenance group joined the DEA in 2010. It is in conflict with the guiding statement, and is in conflict with past practice, as custodial-maintenance personnel are not paid more than 8 hours. The intent of the language was to establish that custodial-maintenance personnel are given a 1 hour lunch in the summer, not to establish an 8.5 hour pay day. Therefore, the lunch for custodial-maintenance personnel in the summer should be paid for a ½ hour, and unpaid for a ½ hour.

**BOARD RECOMMENDATION**

**BE IT RESOLVED:** The Board of Education approves the letter of agreement with the DEA regarding the custodial-maintenance personnel work day.

**DEA Collective Bargaining Agreement  
Letter of Agreement for  
Custodial-Maintenance Personnel Work Day**

Section 400.1 of the DEA Collective Bargaining Agreement (8/1/18 - 7/31/22) begins with the following guiding statement:

*The regular work day for a full-time staff member shall not exceed eight (8) hours.*

The hours specific to two situations are erroneously listed, and are in conflict with that guiding statement.

**Situation 1:**

- **Maintenance**
  - *8.5 hours per day*
  - *½ hour paid duty-free lunch*
  - *Two 15 minutes breaks*

The Collective Bargaining Agreement effective 5/31/14 through 8/1/18 identified the ½ hour duty-free lunch as unpaid. As a ½ hour paid lunch would bring the paid hours to 8.5, which is in conflict with the guiding statement, and as such an extension of paid hours was not discussed between the DEA and the Board of Education during the bargaining period, the DEA and Board of Education agree that this change was a typographical error. The ½ hour duty-free lunch will be unpaid under the current CBA. The language should read:

- **Maintenance**
  - *8.5 hours per day*
  - *½ hour unpaid duty-free lunch*
  - *Two 15 minutes breaks*

**Situation 2:**

- **Summer Day Shift (All Staff Members)**
  - *8.5 hours per day*
  - *1 hour paid duty-free lunch*
  - *Two 15 minute breaks (Breaks cannot be combined with the 1 hour duty-free lunch)*

This language is identical to language in the Collective Bargaining Agreement since the custodial/maintenance group joined the DEA in 2010. It is in conflict with the guiding statement, and is in conflict with past practice, as custodial-maintenance personnel are not paid more than 8 hours. The intent of the language was to establish that custodial-maintenance personnel were

given a 1 hour lunch in the summer, not to establish an 8.5 hour pay day. The language should read:

- **Summer Day Shift (All Staff Members)**
  - 8.5 hours per day
  - 1 hour duty-free lunch (½ hour paid, ½ hour unpaid)
  - Two 15 minute breaks (Breaks cannot be combined with the 1 hour duty-free lunch)


#### Duration of Agreement

This agreement shall be effective August 1, 2018 and shall remain in effect until July 31, 2022.


Dated: October 18, 2018

In witness thereof:

For District 21 Education Association

  
\_\_\_\_\_  
President

For School District 21 Board of Education

  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Vice President  
\_\_\_\_\_  
Secretary



**DEA COLLECTIVE BARGAINING LETTER OF AGREEMENT  
FOR CUSTODIAL-MAINTENANCE HOLIDAY - SUNDAY WORK**

**BACKGROUND**

On May 17, 2018, the Board of Education ratified the collective bargaining agreement with the DEA. The new agreement is effective August 1, 2018 through July 31, 2022. After ratification, it was discovered that the word weekend was inadvertently put in the place of the word Sunday in one section of the agreement.

**ADMINISTRATIVE CONSIDERATIONS**

Section 405.5 of the DEA Collective Bargaining Agreement (8/1/18 - 7/31/22) is titled, HOLIDAY - SUNDAY WORK. The title refers to how this section was to be referenced in consideration of when a custodial or maintenance employee worked on a holiday or on a Sunday. Below is the text:

**Section 405.5: HOLIDAY - SUNDAY WORK**

The Custodial-Maintenance staff members shall be compensated at a rate of 2 times regular pay if work results in overtime, including Holidays and weekends. Custodial and Maintenance Employees who are required to be at work when the district is otherwise closed due to weather conditions will be paid at a rate of 2 times regular pay.

The wording in the body of Section 405.5 includes the word weekend rather than the word Sunday. The word weekend and its implication of Saturdays falling into this section was not discussed between the DEA and the Board of Education during the bargaining period. This was a typographical error. Therefore, work on a Saturday would not automatically be paid at a rate of 2 times regular pay.

**BOARD RECOMMENDATION**

**BE IT RESOLVED:** The Board of Education approves the letter of agreement with the DEA regarding Custodial-Maintenance Holiday - Sunday Work.

**DEA Collective Bargaining Agreement  
Letter of Agreement for  
Custodial-Maintenance Holiday - Sunday Work**

Section 405.5 of the DEA Collective Bargaining Agreement (8/1/18 - 7/31/22) contains the following:

**Section 405.5: HOLIDAY - SUNDAY WORK**

The Custodial-Maintenance staff members shall be compensated at a rate of 2 times regular pay if work results in overtime, including Holidays and weekends. Custodial and Maintenance employees who are required to be at work when the district is otherwise closed due to weather conditions will be paid at a rate of 2 times regular pay.

The intent of bargaining was to specify 2 times regular pay on Holidays and Sundays, not weekends as is written in the text. The updated text should read:

**Section 405.5: HOLIDAY - SUNDAY WORK**

The Custodial-Maintenance staff members shall be compensated at a rate of 2 times regular pay if work results in overtime, including Holidays and ~~weekends~~ Sundays. Custodial and Maintenance employees who are required to be at work when the district is otherwise closed due to weather conditions will be paid at a rate of 2 times regular pay.

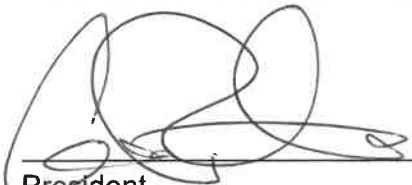
**Duration of Agreement**

This agreement shall be effective August 1, 2018 and shall remain in effect until July 31, 2022.

Dated: October 17, 2019

In witness thereof:

For District 21 Education Association

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

For School District 21 Board of Education

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary