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Collective Bargaining Agreement

Between the

Board of Education

Of

Newark Community Consolidated School District #66

And

Newark-Millbrook Education Association, IEA-NEA

June 16, 2017

Thru

June 15, 2021

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1 **ARTICLE 1**

2
3 **RECOGNITION**

4
5 **1.1** The Board of Education of the Newark Community Consolidated School District
6 #66 of Newark, IL, Kendall County hereinafter “Employer” hereby recognizes the
7 Newark-Millbrook Education Association/IEA-NEA hereinafter called the
8 “Association” as the sole and exclusive bargaining representative for all regularly
9 employed full and part time certificated teaching personnel with regard to wages,
10 hours, terms and conditions of employment, except for the Superintendent,
11 Building Principal, Substitute Teachers, Social Workers, Psychologists, Nurses,
12 Teacher Aides with or without teaching certificates, and all certified/non-certified
13 non-teaching personnel as well as other employees who are supervisory,
14 managerial and/or confidential, as defined by Public Act 83-1014 and the IELRB
15 subsequent rulings, as well as those teachers and other personnel who are
16 employed and/or supervised by any cooperative agency whose duty is to serve the
17 Board.

18
19 **1.2** This Agreement shall constitute the full and complete commitments between both
20 parties. It supersedes and cancels all previous agreements verbal or written or
21 based on alleged past practices between the Employer and the Association. This
22 Agreement may be altered, changed, added to or deleted from, or modified only
23 through the voluntary mutual consent of the parties in written and signed
24 amendment to this Agreement.

25
26 **1.3** The term “Employee” as used in this agreement includes both male and female
27 employees covered by this Agreement. In addition, wherever in this Agreement
28 the masculine gender is used, it is intended that it will apply to the feminine
29 gender as well.

30
31
32 **ARTICLE 2**

33
34 **MANAGEMENT RIGHTS**

35
36 **2.1** Except as otherwise expressly and specifically limited by the terms of this
37 Agreement, the Employer retains all its customary, usual and exclusive rights,
38 decision-making, prerogatives, functions, and authority connected with or in any
39 way incidental to its responsibility to manage the affairs of the Employer or any
40 part of the Employer. The rights of employees in the bargaining unit and the
41 Union hereunder are limited to those specifically set forth in this Agreement, and
42 the Employer retains all prerogatives, functions, and rights not specifically limited
43 by the terms of this Agreement.

44
45
46 Without limitation, but by way of illustration, the exclusive prerogatives,
47 functions, and rights of the Employer shall include the following:
48

- 1 2.1.1 To direct and supervise all operations, functions and policies of the
- 2 Employer in which the employees in the bargaining unit are employed.
- 3
- 4 2.1.2 To close an operation or facility, or combination of facilities, or to
- 5 relocate, reorganize, or combine the work of operations or facilities for
- 6 budgetary or other reasons.
- 7
- 8 2.1.3 To determine the need for a reduction or an increase in the work force and
- 9 the implementation of any decision with regards thereto.
- 10
- 11 2.1.4 To implement new, and to revise or discharge, wholly or in part, old
- 12 methods, procedures, materials, equipment, facilities, and standards.
- 13
- 14 2.1.5 To assign and transfer staff.
- 15
- 16 2.1.6 To assign shifts, workdays, hours of work, and work locations.
- 17
- 18 2.1.7 To determine the need for and the qualifications of new employees.
- 19
- 20 2.1.8 To discipline, suspend, or discharge any employee.
- 21
- 22 2.1.9 To determine the need for additional educational courses, as part of a
- 23 teacher remediation plan, or evaluation, or training programs, on-the-job
- 24 training and cross-training.
- 25
- 26 2.1.10 To direct the work of its employees and determine the kinds and levels of
- 27 services to be provided and the methods and means of providing those
- 28 services including entering into contracts with private vendors for
- 29 services.
- 30

31 **2.2** The District retains its rights to amend, modify, or rescind policies and practices
32 referred to in this agreement in case of an emergency, the determination of
33 whether or not an emergency exists is solely within the discretion of the Board
34 and is expressly excluded from the provisions at the grievance procedure.
35 Emergency shall be defined as an Act of God or a system mechanical failure.

36
37 **ARTICLE 3**

38
39 **EMPLOYEE RIGHTS**

40
41 **3.1 Professional Growth**

42
43 The Board and the Association agree on the need for continuing professional
44 growth and development. In accordance with the certificate renewal law (Section
45 21-14 of the Illinois School Code).

1 **3.2 Board Meeting – Notification**

2
3 The President of the Association or his/her designee shall be given notice of any
4 regular or special meeting of the Board.

5
6 **3.3 Board Minutes – Association Copies**

7
8 A copy of the approved Board minutes of Regularly Scheduled meetings shall be
9 placed in the mailbox of the Association President or designee at no cost to the
10 Association.

11
12 **3.4 Names of New Employees**

13
14 Names and addresses of new certificated employees covered by this Agreement
15 shall be made available within fourteen (14) days.

16
17 **3.5 Issues Discussion**

18
19 The Association and the Administration shall meet periodically for the purpose of
20 discussing problems regarding this Agreement. Either party desiring the meeting
21 shall request said meeting in writing and indicate prior to the meeting the
22 reason(s) for the discussion.

23
24 **3.6 Evaluation**

25
26 The Newark District #66 Board of Education (Board) and the Newark-Millbrook
27 Education Association (Association) agree that the process of teacher evaluation
28 is of critical importance in the ongoing professional development of teachers. All
29 parties are interested in selection, developing, and retaining high quality teachers
30 who contribute significantly to the educational program of Newark Community
31 Consolidated School District #66.

32 The Board and Association agree to appoint a joint committee to develop a plan to
33 implement the Performance Evaluation Reform Act of 2010 (PERA). The
34 Committee will be comprised of two (2) members from the Association and two
35 (2) members of the Administration. The committee shall continue to convene
36 informally to discuss a plan to implement the PERA and will ensure that
37 Article 3 of the Agreement is in compliance with the state and federal law
38 regarding teacher evaluation. No later than March 1 of 2016, the committee
39 will hold a formal meeting to begin the process of reviewing the District’s
40 evaluation plan and developing components of the plan related to incorporating
41 data and indicators of student growth.

42
43 **3.7 Reduction-in-Force**

44
45 If the Board determines to reduce the number of tenured teaching staff, it shall
46 implement such a decision in accordance with the Illinois School Code provisions
47 regarding reductions-in-force, Ill. Rev. Stat. C. 122, sec. 24-12, as long as this
48 section remains valid.

1
2
3 **3.8 Seniority Tie-breaking**
4

5 When it shall become necessary to dismiss members of the bargaining unit who
6 have equal seniority, the following tiebreaker procedure shall be used.
7

- 8 a. Total years of continuous teaching service in the School District.
9 Less than full-time service shall be computed on a pro-rata basis and that
10 unpaid leaves of absence of ninety (90) consecutive employment days or
11 more shall not be counted in determining seniority.
12
13 b. Earliest day of hire in District of current continuous service.
14
15 c. If a tie still exists, the decision shall be made in favor of the teacher with
16 the most hours beyond a Bachelor's degree.
17
18 d. If two or more teachers remain equal after application of the factor(s) set
19 forth above, then seniority shall be determined by lot.
20
21

22 **3.9 Association Leave**
23

24 The Association may be provided with four (4) annual Association Leave Days
25 for the purpose of sending a representative to local, state, or national conferences
26 or on other business pertinent to Association affairs. Such leave shall be pre-
27 approved by the Superintendent or his designee and the Association agrees to pay
28 the cost of the substitute teacher.
29

30 **3.10 Seniority Lists**
31

32 The Board shall each year establish a seniority list. Copies of the list shall be
33 distributed to the exclusive employee representative at least 75 days before the
34 end of the school term of each year. (School Code (105 ILCS 5/24-12(b).)
35

36
37 **3.11 Vacancies and Transfer**
38

39 A vacancy shall be defined as a position within the bargaining unit presently
40 unfilled as well as positions currently filled but anticipated to be open in the
41 future. Open positions created due to a leave of absence shall not be considered a
42 vacancy unless a leave of absence exceeds one year.
43 The Board retains the sole discretion to determine whether a vacancy exists that
44 requires filling.
45

46 The Superintendent and/or his/her designee shall post electronically to all
47 Association members a notice of all new or vacant teacher and extra-curricular
48 positions, except for those positions not otherwise required to be filled pursuant to

1 Section 24-12 of the School Code, as they occur. This notice shall be posted
2 internally seven (7) days before public posting.

3
4 Temporary appointments shall not exceed beyond the school year in which they
5 are made. During summer vacation, a list of vacancies shall be available to the
6 Association in the district office, and electronically to all Association members.

7
8 **3.11.2 Transfer/Reassignment**

9
10 Any teacher may request for transfer/reassignment when an opportunity for such
11 occurs. Such requests shall be in writing to the Administration. The interests and
12 aspirations of the individual teacher shall be considered in all transfer/
13 reassignments. If a building principal denies the request for a
14 transfer/reassignment, the teacher may request a conference with the
15 administration.

16
17
18 **3.12 Rules and Regulations Governing Teachers**

19
20 The Board and Association are committed to a high quality educational offering
21 that is delivered by competent, certified staff within the limits of the resources
22 available.

23
24 In the event a teacher violation of policy is made and documented by
25 administration, written notice will be given to an employee. In the event that a
26 teacher is requested to attend a meeting with an administrator concerning a matter
27 which is disciplinary or could adversely affect his/her future employment, the
28 teacher shall be given at least twenty-four (24) hours written notice whenever
29 possible of the reasons and entitled to have an Association representative present.

30
31 **ARTICLE 4**

32
33 **GRIEVANCE PROCEDURE**

34
35 **4.1 DEFINITION:** A grievance shall mean only a complaint by the employee, group
36 of employees or Association that there has been alleged violation, or
37 misapplication of any of the specific provisions of this Agreement and that such
38 grievance must be filed ten (10) days from the time of the original occurrence of
39 the event complained of, and further, every employee covered by this Agreement
40 shall have the right to present grievances in accordance with these following
41 procedures. The written information contained in the filed grievance shall
42 include: 1) a description of the specific grounds of the grievance, including
43 names, dates and places necessary for a complete understanding of the grievance;
44 2) A listing of the provisions of this Agreement which are alleged to have been
45 violated or misapplied; 3) a listing of specific actions requested of the
46 administration, which will remedy the grievance.

1 **4.2 PROCEDURE:** An employee may at any time present grievances to the
2 administration without the intervention of the local Association provided that the
3 Association has been given the opportunity to be present at all meetings.
4

5 The failure of an employee or the Association to act within the time limits will act
6 as a bar to any further appeal, and an administrator's failure to render a decision
7 or meet within the time limits set forth shall permit the employee or Local
8 Association to precede to the next step. Time limits may be extended only by
9 mutual agreement.
10

11 Hearings and conferences held under this procedure shall be conducted by mutual
12 agreement.
13

14
15 Before a grievance is filed, a sincere attempt should be made to resolve any
16 difference informally between the aggrieved and the Principal or whomever the
17 grievance is against. At this meeting, a representative of the Association is
18 entitled to be present if requested by the employee.
19

20 **FIRST STAGE**
21

22 The filing of the grievance at the first stage must be within ten (10) school days of
23 the original occurrence of the grievance or when the employee first became aware
24 of the situation giving rise to the grievance. The meeting with the Principal, or
25 appropriate District representative, who has authority to make a decision on the
26 grievance, shall make such decision and communicate it in writing within ten (10)
27 school days after the meeting, to the aggrieved, the Superintendent, the
28 Association President and the Grievance Committee Chairperson.
29

30
31 **SECOND STAGE**
32

33
34 In the event a grievance has not been satisfactorily resolved at the first stage, the
35 aggrieved employee or his/her Association designee, may appeal to Stage Two by
36 submitting within ten (10) school days of the receipt of the Principal's written
37 decision or answer at the first stage, a letter to the Superintendent and/or his/her
38 designee, requesting a meeting.
39

40 Within ten (10) school days after such written grievance is received by the
41 Superintendent and/or his/her designee, the aggrieved, the Association Grievance
42 Committee, not here or hereafter to exceed four (4) members, the Principal,
43 and/or the Superintendent and/or his/her designee, will meet to resolve the
44 grievance. The Superintendent and/or his/her designee will file an answer within
45 ten (10) school days for the second stage grievance meeting, and communicate it
46 in writing to the employee, Principal, Association President, and Grievance
47 Committee Chairperson.
48

1 **THIRD STAGE**
2

3 If the grievance is not resolved satisfactorily to the Association after the second
4 stage, or the time limits expire without the issuance of the Superintendent's
5 decision, then the grievant and the Association may appeal the grievance to the
6 Board of Education by submitting within thirty (30) school days of the receipt of
7 the Superintendent's written decision or answer at the second stage, a letter to the
8 Superintendent requesting a meeting with the Board. Upon receipt of the appeal,
9 the Board of Education shall within thirty (30) days, schedule a closed hearing on
10 the grievance at a regular or special meeting of the Board and shall render its
11 decision in writing within ten (10) school days following the meeting.
12

13 **FOURTH STAGE**
14

15 If the grievance is not resolved satisfactorily to the Association after the third
16 stage, there shall be a fourth step of impartial arbitration. To request arbitration,
17 the Association shall submit in writing to the Superintendent, within ten (10) days
18 of the Board's Stage 3 decision, a request to enter into such arbitration.
19
20

21
22 **4.3 Binding Arbitration**
23

24 The parties shall jointly request the American Arbitration Association to submit to
25 them a list of five (5) arbitrator's names and qualifications. Either party may
26 reject one list in its entirety and request that another list be submitted. From such
27 list, the party requesting the arbitration shall strike two names and the other party
28 shall then strike two names. The person whose name remains shall be the
29 arbitrator. The arbitrator selected shall be jointly notified of his selection and
30 requested to contact the parties with respect to setting up a time for a hearing.
31

32 The Board and Association shall share all expenses incurred equally. It is
33 understood that such expenses will be limited to the arbitrator's fee. Any legal
34 expenses incurred shall be paid for by the party engaging said legal counsel.
35

36 **4.4 Arbitrator Powers**
37

38 Insofar as such arbitration is limited solely and simply to interpretation and
39 implementation of the terms of this contract, both parties agree to abide by the
40 results of the findings of the arbitrator. The arbitrator shall not have the power to
41 add to, subtract from, alter, or modify in any way, any of the terms or conditions
42 of this Agreement. It shall be the function of the arbitrator, and he shall be
43 empowered, after due investigation, to make a decision in cases of alleged
44 violation of the specific Articles and Sections of this Agreement.
45

46 **4.5 Personnel Records**
47

48 All records related to a grievance shall be filed separately from the personnel files
49 of an employee.

1 **4.6 Bypass**

2
3 By mutual agreement, any step of the grievance procedure may be bypassed.

4
5 **4.7 Class Grievance**

6
7 Class grievances involving one or more employees or one or more supervisors,
8 and grievances involving an administrator above the building level may be
9 initially filed by the employee at Step II.

10
11 **4.8 Grievance Withdrawal**

12
13 A grievance may be withdrawn at any level without establishing precedent.

14
15 **4.9 No Written Response**

16
17 If no written decision has been rendered within the time limits indicated by a step,
18 then the grievance shall proceed to the next step.

19
20 **4.10 Costs**

21
22 The fees and the expenses of the Arbitrator shall be shared equally by the parties.

23
24 **4.11 Settlement**

25
26 By mutual agreement, a grievance may be settled at any step.

27
28 **4.12 Time Limits**

29
30 All time limits consist of school days. Except when a grievance is submitted
31 fewer than ten (10) days before the close of the current school term, then time
32 limits shall consist of workdays.

33
34 **ARTICLE 5**

35
36 **LEAVES**

37
38 **5.1 Sick Leave**

39
40 Each teacher is granted fifteen (15) days sick leave per year, which may
41 accumulate up to 360 day maximum. When a teacher reaches the 360 day
42 maximum, the teacher will receive fifteen (15) sick leave days. Any sick leave
43 usage in that year will be deducted first from the 15 days.

44
45 Sick leave is defined as time away from work for personal illness, quarantine at
46 home, serious illness or death of anyone that personally affects the employee or
47 birth, adoption or placement for adoption. School Code (105 ILCS 5/24-6)

1 The School Board may require a physician’s certificate, or if the treatment is by
2 prayer or spiritual means, that of a spiritual advisor or practitioner of such
3 person’s faith, as a basis for pay during leave after an absence of three (3) days
4 for personal illness, or as it may deem necessary in other cases.
5

6 The Employer shall furnish each Employee with a written statement at the
7 beginning of each school year no later than September 15th or 45 calendar days
8 after a contract is signed if the contract is signed after the school year begins
9 setting forth the total accumulated sick leave credit for said Employee.
10

11 **5.2 Business/Personal Leave**
12

13 Staff members are entitled to four (4) days leave per year to attend to personal/
14 business affairs, which cannot be handled outside of school hours. These days, if
15 not used, become sick days and are cumulative. Business/personal days may be
16 granted by Board permission for special circumstances on the day prior to or the
17 day following a holiday. Leave shall not be granted the week of any local or state
18 testing. Leave must be requested at least two days in advance except in an
19 emergency. It is not intended to be extra vacation time.
20

21 **5.3 Family and Medical Leave**
22

23 **Leave Description:**
24

25 Eligible employees may use unpaid family and medical leave, guaranteed by the
26 Federal Family and Medical Leave Act, for up to a combined total of twelve (12)
27 weeks each year, beginning September 1st and ending August 31st of the next
28 year.
29

30 Other available paid vacation, personal, or family leave will be substituted for
31 family and medical leave necessitated by birth, adoption/foster care placement, or
32 a family member’s serious health condition. Other available paid vacations,
33 personal, or sick leave will be substituted for family and medical leave
34 necessitated by a family member's or employee’s own serious health condition.
35 Any substitution required by the policy will count against the employee’s family
36 and medical leave entitlement. The District will pay family leave or sick leave
37 only under circumstances permitted by the applicable leave plan. Use of family
38 and medical leave shall not preclude the use of other applicable unpaid leave that
39 will extend the employee’s leave beyond twelve (12) weeks, provided that the use
40 of family and medical leave shall not serve to extend such other unpaid leave.
41 Family and medical leave is available in one or more of the following instances:
42

- 43 1. The birth and or first-year care of a son or daughter;
- 44 2. The adoption or foster placement of a child;
- 45 3. The serious health condition of an employee’s spouse, parent, or child;
46 and
- 47 4. The employee’s own serious health condition.
48

1 Employees may take an intermittent or reduced-hour family and medical leave
2 when the reason for the leave is Item 3 or 4 above, with certain limitations
3 provided by law.
4

5 Within fifteen (15) calendar days after the Superintendent makes a request, an
6 employee must support a request for a family and medical leave when the reason
7 for the leave is Item 3 or 4 above, with a certificate completed by the employee's
8 or family member's health care provider. Failure to provide the certification may
9 result in a denial of the leave request.
10

11 If both spouses are employed by the District, they may together take only twelve
12 (12) weeks for family and medical leaves when the reason for the leave is item 1
13 or 2 above, or to care for a sick parent.
14

15 **Eligibility:**

16 To be eligible for family and medical leave, an employee must:
17
18
19

- 20 1. Have been employed by the District for at least twelve (12) months (the 12
21 months need not be consecutive) and have been employed for at least
22 1,250 hours of service during the twelve-month period immediately before
23 the beginning of the leave.
24

25
26 **Notice:**

27
28 If possible, employees must provide at least thirty (30) days' notice to the District
29 of the date when a leave is to begin. If thirty (30) days' notice is not practicable,
30 the notice must be given with two (2) business days of when the need becomes
31 known to the employee. Employees shall provide at least verbal notice sufficient
32 to make the District aware that he or she needs a family and medical leave, and
33 the anticipated timing and duration of the leave. Failure to give the required
34 notice may result in a delay in granting the requested leave until at least thirty
35 (30) days after the date the employee provides notice.
36

37 **Continuation of Health Benefits:**

38
39 During a family and medical leave, employees are entitled to continuation of
40 health benefits that would have been provided if they were working. If the FMLA
41 leave is unpaid (sick leave is not being utilized), the employee shall pay his/her
42 share of monthly health care costs as per the negotiated contract.
43

44 **Return to Work:**

45
46 An employee returning from a family and medical leave will be given an
47 equivalent position to his or her position before the leave, subject to the District's
48 reassignment policies and practices.

1
2 Classroom teachers may be required to wait to return to work until the next
3 semester in certain situations as provided by law.
4

5 **5.4 Leave of Absence for Jury Duty**

6

7 Any Employee called for jury duty shall be paid his/her full compensation for
8 such time with no loss of any leave, seniority, or loss of any other benefits. No
9 loss of pay will occur when the Employee signs over the Jury Duty paycheck to
10 the District.
11

12 **5.5 Leave of Absence Without Pay**

13

14 Leaves of absence without pay may be granted to tenured employees who have
15 rendered satisfactory service to the District and who desire to return to
16 employment in a similar capacity at a time mutually consistent with the needs of
17 the District as determined by the Board.
18

19 Each approved leave of absence shall be of the shortest possible duration required
20 to meet the purpose for the leave consistent with a reasonable continuity of
21 instructions for students. Leaves of absence without pay for not more than one
22 year may be granted to tenured teachers according to the following conditions:
23

- 24 1. Written requests for leaves of absence without pay should be made at least
25 three months before the leave is desired, subject to approval by the Board.
- 26 2. Dates of departure and return must be acceptable to the administration and
27 determined prior to initiating the request.
- 28 3. Leaves of less than one month, if acceptable to and approved by the
29 administration, will not require Board approval nor three month's notice.
- 30 4. Leaves may be granted for:
 - 31 a. Advanced study leading to a degree in an approved university;
 - 32 b. Educationally related travel if the applicant provides an itinerary
33 and an explanation of how such travel will improve the educational
34 program.
 - 35 c. Military service;
 - 36 d. Maternity;
 - 37 e. Other reasons acceptable to the Board, which will improve the
38 educational program in the District.
- 39 5. Employees on such leave may continue insurance benefits if they
40 reimburse the District for any pro-rata costs of benefits for which they
41 apply.
- 42 6. Employees will not advance on the salary schedule one full step while on
43 any approved leave of absence without pay unless they have worked at
44 least one hundred twenty (120) days in that school year in which the leave
45 was granted.
46
47
48

7. Seniority does not accrue during any portion of a leave.
8. An employee returning from leave shall be reinstated to position for which he/she is qualified to teacher.

ARTICLE 6

WORKING CONDITIONS

6.1 Dress Code

District employees shall recognize the importance of professional dress and attire in the work place.

6.2 Curriculum

The curriculum is approved by the Board of Education. Teachers may propose changes to the curriculum to the Superintendent, who may share those proposed changes with the Board. Teachers may not make changes in the curriculum without the approval of the superintendent or the Board. The textbooks as adopted by the Board must be used as the main text for a course. The teachers may, upon prior approval, use supplementary materials as needed for that particular class.

6.3 Preparation Period

All full time employees shall, on a normal school day, have an unassigned preparation period of no less than one class period of equal length per day at the junior high, and no less than thirty (30) minutes per day at the grade school. Daily preparation periods shall be provided in blocks of no less than thirty (30) minutes within the student day.

6.4 Hours

Teachers are expected to be in the school building from 7:45 a.m. to 3:25 p.m. If an employee wishes to leave before 3:25 p.m. for a doctor or dental appointment, etc., he/she must have the prior approval of the Superintendent or his/her designee. Except for a scheduled event or an emergency, employees covered by this Agreement should not be in the building between the hours of 9:00 p.m. and 6:00 a.m. If a teacher needs to be in the building between the evening and early morning hours it must be with the prior approval of the Superintendent or his/her designee.

On Fridays, when evening events require the presence of the teacher, and the last day before a vacation period, teachers may leave as soon as students have cleared the building and buses have departed.

In an emergency when declared by the Superintendent, teachers may not leave until authorized to do so.

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6.5 Lesson Plans

Daily plans shall be kept in detail, prepared for at least five (5) days for a substitute if one is needed.

The Superintendent or his/her designee will review lesson plans on a regular basis.

6.6 Class Schedule

Each teacher must prepare a schedule of classes on the form provided by the office. One copy is to be sent to the office before September 4th and one copy should be retained for the teacher's files.

6.7 Teachers' Meetings

Except in the case of an emergency, meetings and workshops may be held as needed within the teacher workday. The teacher workday may be extended within reason to accommodate staff meetings or workshops. At no time shall such an extension require a teacher to arrive earlier than 7:30 a.m. or remain later than 4:00 p.m.

Various committee meetings will be set up throughout the year. Illustrations of, but not limited to, are Discipline Committee, School Improvement Committee and Athletic Committee. Efforts will be made by the administrators to schedule these meetings at an agreeable time for all concerned. Committee meetings and school improvement work will be kept at a minimum and the length of meeting time will be reasonable.

6.8 Student Day

The normal student day at Newark Grade School shall be no longer than seven (7) hours, except in the case of an emergency. The normal student day at Millbrook Junior High shall be no longer than six hours and forty-five minutes (6' & 45''), except in the case of an emergency.

6.9 Discipline

Discipline is the responsibility of each and every teacher.

As a last resort, a student should be sent to the office. A Behavior Referral will be written within twenty-four (24) hours of the infraction.

1
2 **6.10 Tuition Reimbursement**
3

4 An employee shall be reimbursed up to \$250.00 per semester hour, to a maximum
5 of six (6) hours per year for tuition costs of graduate level courses pre-approved
6 by the Superintendent or his/her designee.
7

8
9 **6.11 Professional Workshops**
10

11 Upon receipt of documented expenditures, the Board shall reimburse each
12 employee up to \$250.00 per school year to pay the costs of professional
13 workshops and seminars that have been pre-approved by the Superintendent or
14 his/her designee.
15

16 **6.12 Duty-Free Lunch**
17

18 Each teacher shall have a duty-free lunch period of no less than thirty (30)
19 minutes. Teachers are not required to remain on district property during this
20 lunch period. If a teacher leaves district property, they shall sign out in the office
21 before leaving and sign in upon their return.
22

23 **6.13 School Calendar**
24

25 The Board shall allow input from the Association regarding the school calendar.
26

27 **6.14 Teacher Assignments**
28

29 Unless notified differently by the last day of school, all teachers are to assume
30 they have the same assignment the next school year as the current school year. If
31 the assignment changes, the teacher will be notified in writing as soon as the
32 assignment becomes permanent.
33

34
35 **ARTICLE 7**
36

37 **INSURANCE**
38

39 **7.1 Health and Hospitalization**
40

41 For the 2017-2018 school year, the school district shall pay \$640.00 per month for
42 single coverage for health, life, accidental death and dismemberment insurance
43 under a group plan. The difference between the current premium and the board
44 contribution will be shared equally between the District and the employee. For the
45 2018-2019 school year, the school district shall pay \$660.00 per month for single
46 coverage for health, life, accidental death and dismemberment insurance under a
47 group plan. The difference between the current premium and the board
48 contribution will be shared equally between the District and the employee.

1 For the 2019-2020 school year, the school district shall pay \$680.00 per month for
2 single coverage for health, life, accidental death and dismemberment insurance
3 under a group plan. The difference between the current premium and the board
4 contribution will be shared equally between the District and the employee.
5 For the 2020-2021 school year, the school district shall pay \$700.00 per month for
6 single coverage for health, life, accidental death and dismemberment insurance
7 under a group plan. The difference between the current premium and the board
8 contribution will be shared equally between the District and the employee.
9 The employee may cover his/her dependents, if he/she so desires, at an additional
10 cost.

11
12 An Insurance Committee will be formed; made up of 2 NMEA members, 1 non-
13 certified employee, 2 Board members and the Superintendent. The purpose of the
14 committee will be to research the insurance market with the assistance of an
15 insurance consultant and bring their findings to the Board. The final selection of
16 the insurance provider or third party administrator shall remain the responsibility
17 of the Board of Education.
18
19
20

21 **ARTICLE 8**

22
23 **COMPENSATION**

24
25 **8.1 Pay Procedure**

26
27 Teachers will be paid over a twelve-month period. Checks are issued bi-weekly.
28 Withholding is made for federal and state, Medicare taxes, and Illinois Teachers'
29 Retirement System contributions and others as requested by the employee.
30
31
32
33

34 **8.2 Pro-rata For Part-time Teachers**

35
36 Part-time certified classroom teachers shall receive a pro-rated share of benefits,
37 i.e. sick leave, business leave. Insurance benefits are not available to part-time
38 employees.
39

40 **8.3 Reduction in Pay**

41
42 In the event an employee is to have his/her salary reduced he/she shall be reduced
43 in pay on the basis of the total salary divided by 180 times the number of days to
44 be docked.
45
46
47
48

1 **8.4 Salary Schedule Advancement**

2
3 Regular, full-time teachers who have been granted a temporary leave of absence
4 shall advance on the salary schedule one full step after working 120 days in any
5 given school year in which a leave is effective.
6

7 **8.5 Graduate Hour Credit**

8
9 Effective August 21, 1995, teachers who earn graduate hour credit may be
10 advanced on the salary schedule provided the following requirements have been
11 met:
12

- 13 1. The teacher shall present a request for course subject approval to the
14 Superintendent in advance.
15
16 2. The Superintendent may accept or reject the course based on its pertinence
17 to the area of Education or as the course relates to subject(s) taught.
18
19 3. Once advance approval for the course is given and the course is taken, the
20 following conditions must be met prior to the teacher receiving the
21 appropriate salary schedule placement.
22
23 ➤ All hours must be earned at an accredited university, or at pre-
24 approved Workshops or Seminars.
25
26 ➤ Satisfactory completion of the course must be demonstrated.
27 Satisfactory shall be defined as “C” or better.
28
29 ➤ An official transcript from the university demonstrating successful
30 completion must be on file in the District’s Administrative Office.
31

32 Teachers shall be advanced to the appropriate earned step on the salary schedule
33 only at the beginning of the academic year following completion of state
34 requirements.
35

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37
38 **8.6 Shelter Teacher Retirement Contribution**

39
40 From the established salary schedule, according to authority granted by the
41 Pension Reform Act of 1974, Section 414(h)(2) of the Internal Revenue Code, the
42 Board of Education shall pick up the employee’s Teacher Retirement System
43 contribution. The Board of Education shall pick up these employee contributions
44 from the same source of funds, which is used in paying earnings to the employee.
45

46 The Board of Education may pick up these contributions by a reduction in the
47 cash salary of the employee or by an offset against a future salary increase or by a
48 combination of a reduction in salary and offset against a future salary increase.

1
2 The purpose of “picking up” such contributions is to defer the income tax due on
3 retirement system contributions until these amounts are distributed or made
4 available to the teacher.

5
6 Should any of the above be declared improper by an I.R.S. ruling or opinion, that
7 portion thereof shall be deleted from this policy to the extent that it violates the
8 ruling or opinion.

9
10 **8.7 Payroll Deductions**

11
12 a. Upon written request of the employee, the Employer shall authorize
13 deductions of membership dues for the IEA/NEA. Such authorization
14 shall continue from the beginning of the year to year end unless revoked in
15 writing between May 15th and June 15th of any year. The Employer shall
16 deduct 1/18 of such dues from the salary checks for that employee for nine
17 (9) months beginning in September. Deductions for employees hired after
18 that date shall be pro-rated to complete payments for that year.

19
20 b. Credit Union

21
22 The Board shall provide an optional payroll deduction plan for the Kane
23 County Teachers Credit Union

24 c. Annuities

25
26 The Board shall offer a tax-sheltered annuity plan. All vendors offering
27 products must meet the District’s plan requirements. Any fees required
28 from the vendor shall be paid by the employee.

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37 **8.8 Compensation Schedule Placement**

38
39 When a new teacher is hired they will be given the base salary plus \$500.00 per
40 year of experience up to five (5) years. They will also be compensated lane
41 change increase amounts for credit hours they have acquired beyond their
42 Bachelor’s degree. The base salary for 2017-2018 is \$32,850. The base salary
43 for 2018-2019 is \$34,350. The base salary for 2019-2020 is \$35,850. The base
44 salary for 2020-2021 is \$36,850

1 **8.9 Internal Substitution**

2
3 Teachers who volunteer to serve as in-house substitutes during planning or lunch
4 periods shall be compensated at the following rates:

5 Junior High - \$20 per period

6 Elementary - \$25 per clock hour

7
8
9 **8.10 Retirement Incentive Options**

10
11 A. Teachers are eligible for the District Retirement Incentive if they have:

12 - rendered at least ten (10) years of full time teaching service to the
13 District and

14 - the minimum age required by TRS to qualify for retirement eligibility, and

15 - submitted an irrevocable notice of intent to retire by May 15, prior to
16 the final year(s) of service, and

17 - not created an excess salary cost penalty owed by the Board to TRS for any
18 years considered by TRS in calculating their pension

19
20 B. **Four-Year Notice** - Teachers who give a four-year notice of intent to

21 Retire by May 15, 2021 will receive a six percent (6%) increase in creditable
22 earnings in the first year and a six percent (6%) increase in creditable earnings
23 the second year and a six percent (6%) increase in creditable earnings in the
24 third year and a six percent (6%) increase in creditable earnings in the fourth
25 year.

26
27 Teachers who give a four-year notice of intent to retire during subsequent
28 years commencing in 2022 will receive a five percent (5%) increase in
29 creditable earnings in the first year and a five percent (5%) increase
30 in creditable earnings the second year and a four percent (4%)
31 increase in creditable earnings in the third year and a four percent
32 (4%) increase in creditable earnings in the fourth year.

33
34 Should a teacher electing this retirement option no longer
35 coach, sponsor, or serve on previously held paid positions after giving
36 notice of their intentions to accept this retirement option, then the
37 appropriate percentage amount in salary will be adjusted accordingly and
38 recalculated to reflect the teacher's new creditable earnings status.
39 (i.e., the calculation of the teacher's percent increase shall be reduced by the
40 amount of the extra duty compensation that was being paid to the teacher).

41
42
43 C. **Three-Year Notice** – Teachers who give a three-year notice of intent to

44 Retire by May 15, 2021 will receive a six percent (6%) increase in
45 creditable earnings in the first year and a six percent (6%) increase in
46 creditable earnings the second year and a six percent (6%) increase in
47 creditable earnings in the third year

1 Teachers who give a three-year notice of intent to retire during
2 subsequent years commencing in 2022 will receive a five percent
3 (5%) increase in creditable earnings in the first year and a five percent
4 (5%) increase in creditable earnings the second year and a four
5 percent (4%) increase in creditable earnings in the third year.
6

7 Should a teacher electing this retirement option no longer
8 coach, sponsor, or serve on previously held paid positions after giving
9 notice of their intentions to accept this retirement option, then the
10 appropriate percentage amount in salary will be adjusted accordingly and
11 recalculated to reflect the teacher's new creditable earnings status.
12 (i.e., the calculation of the teacher's percent increase shall be reduced by the
13 amount of the extra duty compensation that was being paid to the teacher).
14

- 15 D. **Two-Year Notice** – Teachers who give a two-year notice of intent to
16 retire by May 15, 2021 will receive a six percent (6%) increase in
17 creditable earnings in the first year and a six percent (6%) increase in
18 creditable earnings the second year.
19

20 Teachers who give a two-year notice of intent to retire during
21 subsequent years commencing in 2022 will receive a five percent
22 (5%) increase in creditable earnings in the first year and a five percent
23 (5%) increase in creditable earnings the second year.
24

25 Should a teacher electing this retirement option no longer
26 coach, sponsor, or serve on previously held paid positions after giving
27 notice of their intentions to accept this retirement option, then the
28 appropriate percentage amount in salary will be adjusted accordingly and
29 recalculated to reflect the teacher's new creditable earnings status.
30 (i.e., the calculation of the teacher's percent increase shall be reduced by the
31 amount of the extra duty compensation that was being paid to the teacher)
32

- 33 E. **One-Year Notice** – Teachers who give a one-year notice of intent to
34 retire by May 15, 2021 will receive a six percent (6%) increase in creditable
35 earnings in the final year of service.
36

37 Teachers who give a one-year notice of intent to retire during
38 subsequent years commencing in 2022 will receive a five percent (5%)
39 increase in creditable earnings in the first year.
40

41 Should a teacher electing this retirement option no longer
42 coach, sponsor, or serve on previously held paid positions after giving
43 notice of their intentions to accept this retirement option, then the
44 appropriate percentage amount in salary will be adjusted accordingly and
45 recalculated to reflect the teacher's new creditable earnings status.
46 (i.e., the calculation of the teacher's percent increase shall be reduced by the
47 amount of the extra duty compensation that was being paid to the teacher).
48

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3 **Coaching/Other Duty Stipends 2017-2021**
4

5 These numbers will be used as bases for new coaches in the future. Present coaches will receive
6 a 5% increase each year.
7

	<u>New Hire Base</u>	<u>Continuing Coach Salary</u> <u>2017-2018</u>
Jr. Ten Conference		
Soccer	\$1500.00	\$1575.00
Boys Basketball 8	\$1500.00	\$1670.55
Boys Basketball 7	\$1500.00	\$1500.00
Girls Basketball 8	\$1500.00	\$1670.55
Girls Basketball 7	\$1500.00	\$1670.55
Girls Volleyball 8	\$1500.00	\$1575.00
Girls Volleyball 7	\$1500.00	\$1575.00
Cheerleading	\$1500.00	\$1622.25
Track (2 coaches)	\$1250.00	\$1312.50
	\$1000.00	\$1050.00
FVC		
Volleyball 6	\$1000.00	\$1050.00
Volleyball 5	\$1000.00	\$1050.00
Boys Basketball 6	\$1000.00	\$1050.00
Boys Basketball 5	\$1000.00	\$1050.00
Girls Basketball 6	\$1000.00	\$1050.00
Girls Basketball 5	\$1000.00	\$1050.00
Other Activities		
Yearbook Advisor	\$1500.00	\$1622.25
Boys Volleyball	\$0*	\$0*
Scholastic Bowl	\$1000.00	\$1113.95
Speech	\$500.00	\$540.75

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47 *If other than Administration serves as Athletic Director, New Hire Base will be \$1500.00.

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ARTICLE 9

9.1 No Strike

It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.

ARTICLE 10

10.1 Term of the Agreement

This Agreement shall be effective as of June 16, 2017 and shall continue in full force and effect through June 15, 2021. The Board and the Association agree to begin negotiations no later than March 1 of the expiration year of the existing collective bargaining agreement.

10.2 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by 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 nor will

1 negotiations be reopened on the impact of a decision by the Board on an
2 inherent managerial policy, even though such subjects or matters may not
3 have been within the knowledge or contemplation of either or both of the
4 parties at the time they negotiated or signed this Agreement. Therefore,
5 this Agreement constitutes the sole, entire existing Agreement between the
6 parties hereto, supersedes all prior agreements, oral and written, expressed
7 or implied, between the District and the employees' representative and
8 expresses full and without reservation all obligation and restrictions
9 imposed upon each of the respective parties during the term of this
10 Agreement.
11

12
13 All prior charges, complaints, grievances, discharges or reprimands,
14 known or unknown before the signing of this Agreement are not subject to
15 this Agreement.
16

17 **10.3 Saving Clause**

18
19 Should any Article, Section, or Clause of this Agreement be declared
20 illegal by a court of competent jurisdiction, then that Article, Section or
21 Clause shall be deleted from this Agreement to the extent that it violates
22 the law. The remaining Articles, Sections, and Clauses shall remain in full
23 force and effect.
24

25
26 **ARTICLE 11**

27
28 **Effective Date of Agreement**

29
30 This Agreement is signed this _____, 2017. In witness thereof:

31
32 asdfg

33
34 FOR THE NEWARK-MILLBROOK
35 EDUCATION ASSOCIATION/IEA-NEA

34 FOR THE BOARD OF EDUCATION
35 NEWARK C.C. #66

36
37 _____ President

36
37 _____ President

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39 _____ Secretary

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39 _____ Secretary

40
41 _____ Date

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41 _____ Date