

# Collective Bargaining Agreement

between

Urbana Education Association  
(Licensed Faculty), IEA-NEA

and

Urbana School  
District #116  
Board of Education

2023-2026

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## Article I - Recognition

### **1.01 Association Recognition**

The Board of Education of Urbana School District No. 116 Champaign County, Illinois, hereinafter referred to as the "Board," recognizes the Urbana Education Association, IEA-NEA, hereinafter referred to as the "Association," as the sole and exclusive negotiation agent for all full time and regularly employed part-time licensed employees of the district as certified by the Illinois Educational Labor Relations Board, excluding those positions exempt under the Illinois Educational Labor Relations Act, and as specifically excluded in the IELRB bargaining unit certification.

### **1.02 Teacher Definition**

The Term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as determined in Section 1.01 above.

- A. Full-Time Teacher:** All teachers who have 25 hours or more of student contact time a week shall be considered as full-time teachers.
- B. Part-Time Teachers:** Any teacher who has less than 25 hours of student contact time a week shall be considered a part-time teacher for all contractual items by the following formula: Fraction of full-time number of weekly student contact hours/25.
- C. Student Contact Time:** Any time period of any duration during the school day shall be student contact time for a professional certificated employee if the employee is required to be in contact with or be available to be in contact with students while involved in the following activities: group instruction, individual instruction, tutoring, supervision, counseling, or sponsorship of activities, other than activities compensated pursuant to Section 22.01 of this Agreement with the exception of Supervision Teachers.
- D.** Anything in this agreement to the contrary notwithstanding, the term "teacher" shall not include any person employed intermittently or other than regular.

### **1.03 Additional Negotiations**

The Association and the Board agrees not to negotiate with any teachers' organization other than the Association.

## Article II - Representative Referendum

### **2.01 Representative Referendum**

Any challenge to the Association as the exclusive bargaining agent for the herein defined bargaining unit shall be made pursuant to the Illinois Education Labor Relations Act.

## Article III - Effect of Agreement

### **3.01 Complete Understanding**

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 which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in an amendment heretofore or as per provisions in 3.05. This agreement shall not be modified in whole or in part by the parties except by amendment in writing duly executed by both parties.

### **3.02 Individual Contracts**

Any individual teacher employment contract shall conform to the terms and conditions of this Agreement.

### **3.03 Savings Clause**

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining articles, sections and clauses shall remain in full force and



effect for the duration of this Agreement, if not affected by the deleted article, section or clause.

### **3.04 Laws of Illinois and the United States**

The parties agree, in all matters related to this Agreement, that they shall faithfully adhere to all applicable statutes, provided this paragraph shall not be construed as to incorporate herein or to make grievable or challengeable hereunder any statute not specifically incorporated herein.

### **3.05 Entire Agreement Clause**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, and each voluntarily agrees that the other shall not be obligated to negotiate over any matter during the term of this Agreement with the exception of impact bargaining for health insurance, new state and federal regulations/laws and for determining wages, terms, and conditions for any new certificated position not currently identified in the district, and to negotiate a successor Agreement pursuant to Article V hereof. If a building reaches consensus on a particular pilot project or program, UEA and the District will agree to bargain the impact of the project or program. Therefore, this agreement constitutes the entire agreement between the parties and supersedes and cancels all previous Agreements between the parties, oral and written.

## **Article IV - Grievance Procedure**

### **4.01 Definitions**

**A. Grievance:** Any claim by the Association, an affected teacher, or a group of teachers that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.

- **Letters of Understanding** which are negotiated during the life of the contract are not subject to the provisions of Article IV of the Contract.
- **Memorandum of Agreements** negotiated during the life of the contract are subject to article IV of the contract.

**B. Time Limits-Days:** For purposes of this Article, "days" shall mean teacher employment days except during the summer recess when it shall mean days on which the District business office shall be open.

**C. Grievance Committee:** Upon selection and certification of a grievance representative by the Association, the Board shall recognize a Grievance Committee. At least one (1) Association representative shall be given reasonable notice and shall have the right to be present and state the Association's view at any meeting, hearing, appeal, or other proceeding relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with their supervisor, provided the Association has been given the opportunity to be present at such adjustments, and provided the adjustment is not inconsistent with the terms of this Agreement.

**D. Time Limits - Regulations:** Failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal within the grievance procedure. In the event the administrator fails to give a decision within the time limits, the grievance shall automatically proceed to the next step. The time limits, however, may be extended by mutual agreement.

### **4.02 Procedures**

**A. Informal:** Since the purpose of this procedure is to secure at the lowest level possible an equitable solution to the problem of the parties, the teacher and their immediate supervisor shall attempt to resolve the problem through informal communications. The teacher or the Association shall notify the immediate supervisor in writing that the informal grievance process has begun. When requested by the teacher, an Association representative may accompany the teacher. If such informal processes fail to satisfy the teacher, the grievance may be processed.

**B. Formal:**

**Step 1:** The teacher or the Association may present the grievance in writing to the supervisor immediately involved who will arrange for a meeting to take place within six (6) days after receipt of the grievance. The filing of the formal written grievance at this step must be within twenty (20) days from the date of the occurrence giving rise to the grievance or from the date when the grievant might reasonably have become

aware of such occurrence, provided that, at the teacher's written request to the immediate supervisor, the filing of the formal grievance shall be extended an additional fifteen (15) days. The supervisor shall provide a written answer to the grievance to the aggrieved teacher and the Association within seven (7) days after the meeting. The answer shall include the reasons for the decision.

**Step 2:** If the grievance arises from a decision at the Superintendent's level, or if the grievance is not resolved at **Step 1**, then the Association may refer the grievance to the Superintendent or official designee within six (6) days after receipt of the **Step 1** answer, or within thirteen (13) days after the **Step 1** meeting, whichever is later. The Superintendent or official designee shall arrange for a meeting with the representative(s) of the Association's Grievance Committee and the grievant to take place within ten (10) days of their receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent or official designee shall have ten (10) days in which to provide a written decision, with reasons, to the Association and to the grievant.

**Step 3:** If the Association is not satisfied with the disposition of the grievance at **Step 2**, or the time limits expire without the issuance of the Superintendent's or the Board's written reply, the Association will have six (6) days in order to invoke a meeting with the Board of Education. The meeting will be held within thirty (30) days of invocation. Upon the conclusion of the meeting, the Board shall have ten (10) days in which to provide a written decision, with reasons, to the Association and the grievant.

**Step 4:** If the Association is not satisfied with the disposition of the grievance at **Step 3**, or the time limits expire without the issuance of the Board of Education's written reply, the Association shall have a maximum of thirty (30) days to submit the grievance to arbitration. The arbitrator shall be selected from panel(s) of names secured from the American Arbitration Association and the proceedings shall be conducted pursuant to its practices.

1. The arbitrator so selected shall hold a hearing on the grievance in dispute as promptly as the same may be arranged and shall render their opinion and award within thirty (30) days after the last hearing date shall be closed, provided such deadlines may be extended by agreement of the parties.
2. The arbitrator's opinion and award shall be final and binding on the Association and the Board.
3. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement or rule upon any grievance not in violation of the specific terms and conditions of this Agreement. The arbitrator shall have no authority to render an opinion inconsistent with state or federal law.
4. The arbitrator shall have the power to make the grievant whole, within the limits of their lawful authority.
5. Each party shall bear the full cost for its representation in the arbitration. The cost of arbitration shall be divided equally between the parties.
6. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcript(s) shall be divided equally between the two parties.

#### **4.03 Bypass to Arbitration**

If the Association and Superintendent agree, **Step 1** of the grievance procedure may be bypassed and the grievance brought directly to **Step 2**.

#### **4.04 Association Participation - Teacher Representation**

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any formal level, and no teacher shall be required to discuss any grievance if the Association's representative is not present.

#### **4.05 Board - Administration Cooperation**

The Board shall furnish the Association with information, which is readily available, for the processing of any grievance.

#### **4.06 No Reprisals Clause**

No reprisals of any kind shall be taken by the Board or the Association against a teacher because of participation in this grievance procedure.

#### **4.07 Released Time**

If any arbitration proceeding is conducted during the normal teacher day, the Board shall release without loss of pay or any benefits the teacher who is the grievant and a representative of the Association. If more than these two individuals are necessary for the investigation, preparation for and/or conduct of the hearing, they shall be excused for such period as their attendance is required, provided the Association shall reimburse the District at the current substitute rate and provided that the Association shall schedule investigations and preparations for such an arbitration hearing in a manner that does not unduly impede District operations.

#### **4.08 Grievance Withdrawal**

The withdrawal of a grievance at any level shall not constitute a precedent or a bar to the bringing of a new grievance subsequently alleging an identical violation of this Agreement, provided that any grievance so withdrawn shall be treated as if it had never been filed.

### **Article V - Negotiation Procedures**

#### **5.01 Good Faith - Definition**

“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.

#### **5.02 Good Faith Negotiations**

The Board and the Association agree to participate in good faith negotiations. It is the mutual responsibility of the Board, or its designees, and the duly designated representatives of the Association to meet at reasonable times for such negotiations, pursuant to the scope of negotiations as described in 5.05 of this Agreement.

#### **5.03 Committee Membership**

The Board, or designated representatives of the Board, and representatives of the Association shall constitute a negotiating committee.

#### **5.04 Power to Negotiate**

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

#### **5.05 Scope of Negotiations**

The Association and the Board agree that negotiations in good faith will encompass all or some aspects of policy governing the following items:

- A. Salaries
- B. Conditions of Employment
- C. Grievance procedures
- D. Negotiations
- E. Hours
- F. Other mutually agreed upon matters

#### **5.06 Assistance in Negotiation**

The participants may call upon competent professional and lay representatives to consider the matter under discussion and to make suggestions. All participants have the right to utilize the services of consultants in the deliberations.

**5.07 Commencement of Negotiations**

Negotiations shall begin no later than May 15, unless both parties agree to an alternate date. Meetings will be held as necessary at times and places agreed to by both parties.

Facts, opinions and proposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement on matters of mutual concern.

**5.08 Tentative Agreement**

During negotiations, agreed-upon material shall be prepared for the Board and the Association and signed by both chairpersons.

**5.09 Final Approval**

When the Association's negotiation team and the Board's negotiation team reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted within seven (7) days or as promptly as possible thereafter to the membership of the Association for ratification and to the Board for official approval.

**5.10 Impasse**

Time limits as set forth in the Illinois Educational Labor Relations Act will be applicable to the declaration of impasse, and either party or the mediator may initiate the public posting process fifteen (15) calendar days after the mediation has commenced. Such notification shall be filed in writing to the IELRB. Within 7 calendar days after the initiation of the public posting process, each party must submit to the other party, the mediator, and the Illinois Educational Labor Relations Board (IELRB) in writing the most recent offer of the party, including a cost summary of the offer. Seven calendar days after receipt of the parties' most recent offers, (a) the IELRB shall make public on its website, the offers and each party's cost summary on those issues where there was not agreement; and (b) the school district must notify relevant news media outlets (those that have filed an annual request for notices from the school district under the Open Meetings Act) about the availability of the offers on the IELRB's website: <http://www2.illinois.gov/elrb/Pages/FinalOffers.aspx>.

**5.11 Cost of Procedures**

The cost of the mediator, if any, shall be shared equally by the Board and the Association.

**Article VI - Association and Teacher Rights**

**6.01 Rights to Organize and Participate**

Professional employees shall have the right to form, join or assist professional employees' organizations, to participate in professional negotiation with the Board through representatives of their own choosing and to engage in other activities, individually or in concert, for the purpose of establishing, maintaining, protecting, or improving conditions of professional service and other education standards. Professional employees shall also have the right to refrain from any or all of such activities.

**6.02 Non-Discrimination**

During the administration and implementation of the Agreement, neither party shall discriminate against any member of the Bargaining Unit, regardless of membership or non-membership in any Education Association, or on account of age, race, creed, religion, color, gender, disability, national origin, participation in or lack of participation in Association activities, physical or mental disability unrelated to the ability to perform the job, sexual orientation, or any other basis prohibited by law.

While resolution of any claims of discrimination under this section shall be attempted by the parties pursuant to steps One through Three of Article IV-Grievance Procedures, should those efforts prove unsuccessful, all parties agree that where the law provides a remedy for violation of this section, employee and the Association shall pursue those remedies outside the scope of this agreement and shall not submit any such dispute to arbitration as set-forth in Article IV-Grievance Procedure.

### **6.03 Prohibited Activities**

- A. The Association or any of its members shall not:
1. Cause or attempt to cause a Board member or member of the Central Office staff to engage in conduct in violation of the Agreement.
  2. Call for, sanction, or encourage any action that will disrupt the normal functioning of the school system including, but not limited to, strikes or work stoppages.
  3. Engage in any concerted activities that will disrupt, or impair, the curricular or co-curricular activities of the students of Urbana School District No. 116 during the life of this agreement.
- B. The Board shall not:
1. Directly or indirectly discourage or deprive or coerce any teacher of the employment of their rights of citizenship, or impose or threaten to impose reprisals or discriminate or threaten to discriminate against any teacher in regard to hours, wages, terms or conditions of employment by reason of their membership in the Association, their participation in any activities of the Association, their institution of any grievance, complaint or proceeding under this Agreement.
  2. The Board also agrees that its rules and regulations governing employees' conduct will be reasonable.

### **6.04 Dues Deduction**

The Board shall deduct upon receipt of written authorization from an employee, dues of the Association and its affiliates in equal installments, beginning with the second paycheck of the new school year, and shall thereafter transmit sums so deducted to the Urbana Education Association no later than ten (10) calendar days following such deduction. The UEA must submit to HR and payroll the list of employees with staff ID numbers and their assigned deduction 15 days prior to the second paycheck.

Dues amounts on the online membership form are not exclusively calculated to fit the Association's total dues amounts. Thus, the Board shall default to the dues amounts and number of equal installment deductions given by the Treasurer and Membership Chair.

The Association agrees to hold the Board harmless from any and all liability under this provision. Such authorization shall remain in effect for the duration of the school year, and any request by an employee to withdraw an authorization for withholding of dues shall be directed to the Association.

### **6.05 Collective Bargaining Agreement (CBA) - Distribution**

As soon as possible after ratification of the Agreement, a copy of this Agreement that has been certified as correct by the President of the Association and the Superintendent shall be submitted for printing. The format of the printed Agreement and the method of reproduction shall be agreed upon by the parties. Each party shall have the right to request as many copies of the printed document as may be desired. The cost of printing shall be shared equally by the Board and the Association.

### **6.06 Issuance of Collective Bargaining Agreement (CBA)**

The Board will provide copies of the Collective Bargaining Agreement (CBA) to probationary teachers or newly-employed teachers, but shall not issue replacement copies of the Collective Bargaining (CBA) for the duration of this Agreement.

### **6.07 Names and Addresses**

The name, job title, date of hire, worksite location, staff ID number, home address, work telephone number, work email address, personal email address and any available home telephone number and personal cell phone number of each newly-hired certified staff member shall be available to the Association from the Office of Human Resources within ten (10) calendar days after approval of their individual contract by the Board. Said information shall be provided, unless otherwise mutually agreed, in an Excel file.

Similarly, the names, job titles, dates of hire, worksite locations, home addresses, work telephone numbers, work email addresses, personal email addresses and any available home telephone numbers and personal cell phone numbers of all bargaining unit members shall be provided to the union within ten (10) calendar days

from the beginning of every school term and every thirty (30) calendar days thereafter in the school term in an Excel file or other mutually agreed upon editable electronic file.

#### **6.08 Board Hearing - Teacher Rights**

When any certified staff member is required to appear before the Board, or before any Board committee, concerning any matter which could adversely affect the continuation of that teacher in their office, position of employment, or the salary or any increments pertaining thereto, the teacher shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview.

#### **6.09 Professional Study Committees**

The Association is encouraged to establish any committee which the organization feels will make a contribution to the Urbana Schools. An invitation may be extended to the Administrative Staff to participate.

#### **6.10 Procedure for Study**

Any report or recommendation which results from the work of any committee may be submitted to the Administrative Staff for action. Such action shall be to accept, reject, modify, or table and will be done within thirty (30) days after submission. All findings may be advanced to the Board by either party within fifteen (15) days after the report of action by the Administrative Staff has been made to the committee. If no report is made within forty-five (45) days of the original submission by the committee, such report may be submitted to the Board.

#### **6.11 Association Announcements and Duplication**

The Association shall be allowed the use of designated bulletin boards normally inaccessible to students. Other communications media may be used in each school deemed feasible by the principal. All such notices shall be appropriately identified as official Association notices.

The Association may use school buildings for official Association meetings upon the giving of appropriate notice to the building supervisor, providing such use will in no way interfere with the total instructional program. The Association shall reimburse the Board for any costs arising from such use. This paragraph shall not be applicable to any meeting of more than twenty-five (25) persons where less than eighty percent (80%) of those attending are employees of the District.

All Association mail shall be delivered to the District Mail Room. Buildings will designate a copier number for UEA business. UEA will reimburse the District for copy costs.

#### **6.12 Association Access to Buildings**

The Board shall not refuse to permit the Association to have access during non-instructional periods to certified staff. If non-district employees shall enter the buildings, they shall first make their presence known to the Principal or designee on the same terms as persons entering a school building as a visitor. If an employee intends to have a non-District employee attend or participate in a meeting involving an administrator, then the employee shall provide notice to the Department of Human Resources at least 24 hours in advance, or such shorter time as may be agreed to between the Human Resources department and the employee. On no occasion shall there be any involvement of, or interference with, students or with the other activities of the school district.

#### **6.13 Association Leave - Purchased Time**

The Association shall have the right to purchase the time of members for Association business up to a maximum of twenty-seven (27) days at the actual substitute rate. The individual certified staff member whose time is so purchased shall suffer no loss of salary or other benefits. The past practice of granting six (6) Association leave days for attendance at the IEA Convention without cost or loss of pay shall be continued. The Association's President shall designate the persons and dates of the aforementioned leave at least twenty-four (24) hours in advance of the leave to the Superintendent or designee who, in an emergency, may waive such notice.

The Association shall be able to purchase for each of its members who serve as a member of the Executive Board or Board of Directors in the Illinois Education Association or the National Education Association a maximum of fifteen (15) days leave at the actual substitute pay rate. These certified staff shall suffer no loss of salary or other benefits from such purchases.

**6.14 Association Views - Student Presence**

The Association's views on matters relating to supervisor-teacher or Board-teacher relationships shall not be discussed in the presence of students.

**6.15 Monthly Meetings - Association - Board**

The Association and the Board recognize the importance of communications in maintaining good relationships and the President of the Association, or designee, and the President of the Board, or designee, agree to meet monthly for the purpose of discussing problems, provided the person requesting such meeting shall do so in writing at least three (3) calendar days in advance together with an agenda of items to be discussed. When necessary, either party, upon mutual agreement, may waive the agenda and/or the advance written notice.

**6.16 Board Meetings - Notification**

The President of the Association or designee shall be given written notice of any regular or special meeting of the Board at least twenty-four (24) hours prior to the scheduled time of such meeting. A copy of the agenda or statement of purpose of such meeting shall be sent electronically (email) to the Association President.

**6.17 Association Matters - Board Agenda**

The Board shall place on the agenda of each regular Board Meeting any item brought to its attention for its consideration by the Association so long as such item is made known in sufficient detail in writing to the Superintendent by Thursday at 12:00 noon prior to the regular Board meeting; provided that, if the Superintendent shall request, the Association President or designee shall meet with the Superintendent or designee in advance of the Board Meeting to discuss such items.

**6.18 Board Minutes - Association Copies**

Two (2) copies of all official Board minutes shall be sent electronically (e-mail) to the IEA Region #9 Office or such other location as the Association may designate, or sent electronically (email) to the President, Vice President and Secretary of the Association as soon as they have been prepared.

**6.19 Information Request - Association - Board**

The Board agrees to furnish to the Association in response to requests the current ISBE financial report, audit, tentative budget, adopted budget, student enrollment data pertinent to negotiations, and the names and addresses of all certificated personnel, provided such requests shall be submitted in writing at the insistence of the Superintendent, or his designee.

The Association agrees to furnish to the Board in response to written requests available information concerning membership lists, names and addresses of UEA Leadership, Building Representatives, Negotiations Committee members, Grievance Committee, and other governing committees.

All policy or procedural requests to the Superintendent shall be addressed to the individual or their designated representative and to the Board; all policy or procedural requests by the Board shall be addressed to the Association President and to the Uniserve Director of the IEA Region #9 office.

**6.20 Board Consultation - Association**

The Board is willing to consult with appropriate representatives of the Association on the following matters: fiscal, budgetary, or tax programs; construction programs considered; proposed annexation or consolidation; and revisions of education policy which are proposed or under consideration. This paragraph shall not be construed as to preclude necessary Board action at any time.

### **6.21 Building Funds - Teacher Input**

Each building principal shall provide a yearly overall building budget that allows school staff an opportunity to make recommendations on the use of building funds. This can be provided electronically.

### **6.22 School Calendar**

Prior to the submission of their recommendations regarding the calendar to the Board, the Superintendent shall provide an opportunity to meet with a committee of reasonable size of the Association (composed of Association constituency Representatives or a UEA member appointed by the Association President to represent that constituency group) to review such recommendations and to receive any suggestions which the Association may proffer. Notification of the first meeting of said committee shall be given at least twenty (20) days in advance. In submitting the recommendation to the Board, the Superintendent shall include such Association suggestions. Nothing herein shall be construed as precluding the Board from excusing teachers from reporting to work because of an emergency or otherwise as authorized by The School Code. In such cases, no loss of pay or benefits shall occur.

### **6.23 Fair Share**

1. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article in prior collective bargaining agreements, the Association agrees to defend such action, at its own expense and through its own counsel, provided.
  1. The Employer promptly gives notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
  2. The Employed gives reasonable cooperation to the Association and its counsel in securing the giving of evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.
2. The Association agrees that in any such action, it will indemnify and hold harmless the Employer from any liability for damages and cost imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article in prior collective bargaining agreements..
  - a. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other forms of liability which may arise as a result of the Board's imperfect execution of the obligation imposed upon it by this Article in prior collective bargaining agreements.

## **Article VII - Teacher Qualifications and Assignments**

### **7.01 Teacher Certification and Scope of Teaching**

No teacher shall be employed to teach in the District on a permanent basis who does not possess a valid teaching certificate and a bachelor's Degree from a recognized college or university with preparation in the special field taught, acceptable to the North Central Association of College and Secondary Schools, to the Illinois State Board of Education and to any appropriate accrediting agencies having jurisdiction. In order to ensure that students are taught by teachers within their areas of competence, teachers shall be assigned, except temporarily and as necessary, to subjects, grades, or other classes within the scope of their teaching certificates. All temporary assignments shall be with the knowledge and consent of the teacher.

### **7.02 Family Relationships**

For the best interest of the district and personnel involved, one member of a family should not be put in the position of supervising the other member(s) of the family.

### **7.03 Teacher Notification of Assignment**

Teachers shall be notified in writing by the Superintendent or their designee of any change in their tentative program and/or primary job title, including building schedule, hourly schedule, classroom, and grade level for the ensuing year as soon as the master schedule is prepared. A primary job title is understood to mean a difference in the daily generalized title and/or function of the hired position. Changes made in assignments after July 1 each year will be communicated to the teacher as promptly as feasible. If the teacher does not agree, the teacher shall have the option to resign without prejudice by giving notice in writing to the Superintendent within ten (10) calendar days of receipt of notification of change of assignment.



Any notification of change in classroom assignment made for the ensuing year after five school days prior to the end of the school year will result in \$150 for their inconvenience. This provision shall not apply to a teacher who requests a change of assignment.

Building administration shall seek input from teachers regarding their preferences for in-building assignments for grade level, subject, and special classes. Teachers will share any change in assignment preferences in writing to the principal or administrator by April 1 of each year.

In determination of in-building or initial assignments, the preference of the individual teachers will be considered, in addition to such facts as qualifications, certification, merit and ability (including performance evaluations, if available) and relevant experience in order to strive toward a proper balance of teachers.

If a teacher's request to fill a position is denied, the teacher may request a written explanation from the Superintendent or their designee.

#### **7.04 Substitute Certification - Special Education**

The principal or designee shall make a reasonable effort to obtain qualified substitutes for absent special education teachers and teaching assistants. However, assignment to licensed teacher vacancy positions will take precedence.

#### **7.05 Substitutes - Regular Assigned Teachers**

A regularly assigned teacher will be used as a substitute only in an emergency and as agreed by the teacher and principal. They will be compensated at \$32.00 per hour of teaching, rounded up to the nearest half hour. Teachers at the Pre-K and Elementary levels will qualify for the additional payment only when all other options have been exhausted, i.e., building principal is unavailable to substitute, non-teachers are unavailable to substitute, an outside substitute cannot be located; and, the teacher causing the reassignment has notified the district of their absence by 6:30 a.m. on the day of the absence.

If a regularly assigned teacher agrees to a request by the supervising administrator to voluntarily complete the planning, materials preparation, and/or grading for another teacher who requires a substitute teacher ~~but~~ who is unable to do the planning, materials preparation, and/or grading, the supporting teacher will be compensated at \$32 per hour. The supporting teacher will turn in a timesheet documenting the hours pre-approved and worked to the supervising administrator for payroll processing.

A regularly assigned teacher who agrees to serve as the building administrator in the absence of Administration will be compensated an additional \$75.00 per day (unless the teacher is receiving credit as part of an advanced degree program).

#### **7.06 Extracurricular Assignments**

Any assignment in addition to the normal teaching schedule during the regular school term shall not be obligatory but shall be with the consent of the teacher.

Extracurricular music assignments specified in Section 22.01 shall be considered part of the normal teaching assignment for which the teacher is receiving the additional compensation shown in the supplemental pay schedule.

#### **7.07 Summer School Positions**

Positions in the summer school programs shall be posted and filled by giving consideration to an applicant's qualifications, certifications, merit and ability (including performance evaluations, if available) and relevant experience. This paragraph shall not imply the obligation of the Board to conduct a summer school, and if a

summer school is conducted, no other provision of this Agreement shall apply unless otherwise specifically provided.

The length of the applicant's service in the District shall not be considered for a summer school position unless all other factors are considered to be equal. This section shall not prevent the hiring of new employees. The filling of any summer school position shall not be subject to the provisions of Article IV of this Agreement unless it is asserted that the District violated any of the procedural requirements of this section for the filling of the summer school position. Any qualified internal candidate for posted positions that are eligible to return to the District the following school year will be offered an interview by the interview committee.

#### **7.08 Job Sharing**

Job Sharing will be in accordance with Board Policy. That policy will be subject to the following conditions:

1. Job sharing is intended to be a temporary accommodation based upon individual need.
2. Job sharing and/or renewal will be voluntary.
3. Teachers involved with job sharing shall receive benefits according to current contractual provisions.
4. Participants in job sharing agree to part-time teacher status with salary to be determined according to the provisions of Article 1.02(b) of the CBA.
5. A tenured teacher will accrue seniority at the rate of one (1) year of seniority for each two (2) years in a job sharing position. Advancement on the salary schedule shall be consistent or in accordance with Article 21.04 of the current CBA.
6. Job sharing may last no more than two (2) school years at a time, at which time the teacher must return to full-time status or relinquish their full-time position. A teacher who had previously completed job sharing is not barred from applying in the future; however, in no event shall a job sharing assignment be granted consecutive to a prior job sharing assignment for more than two consecutive years.

#### **Article VIII – Teacher Evaluation Plan, Disciplinary Procedures and Personnel Files**

**The BOE and UEA agree to work together to align, re-evaluate and adapt the procedures for the PERA Evaluation Plan. Prior to August first of each year, a subset, consisting of an equal number and a minimum of three (3) UEA and three (3) BOE representatives, of the Joint Evaluation Committee will review and revise the PERA Evaluation Plan as necessary. Following review by the Joint Evaluation Committee, the Association President and the President of the Board of Education or designee will jointly approve an updated Evaluation Plan. The PERA Evaluation Plan (PERA Binder) will be incorporated by reference hereto into the CBA. By incorporating herein the PERA Evaluation Plan by reference, while the evaluation procedures are subject to Article IV – Grievance Procedure, the evaluative rating shall not be subject to the Grievance Procedures.**

#### **8.01 Paid Suspensions (Administrative Leave)**

In some instances, it may be necessary to temporarily place a teacher on paid suspension status (administrative leave). Situations where an employee is placed on paid suspension status (administrative leave) may only occur as a result of obvious violations of Urbana Board of Education Policy or Illinois School Code, while the School District conducts its own investigation of the employee, during the pendency of a criminal investigation, or as a consequence of the employee's own misconduct when the employee's continued presence at work would be detrimental to the safe or efficient operation of the schools. Only the Superintendent or Superintendent's designee may take this action.

Upon conclusion of the paid suspension status (administrative leave), or within no more than fifteen (15) working days from such action, the involved teacher shall be advised in writing which of the following conditions exist:

- 1) They will be returned to work without any disciplinary consequences.
- 2) They will be returned to work with disciplinary consequences.
- 3) They will be subject to discharge proceedings.

The provisions of this section shall not be subject to *Article IV - Grievance Procedures*.

### **8.02 Documentation of Administrative Concerns**

In the event that an administrator has a concern about a teacher's performance, the administrator has the responsibility to communicate these concerns in writing as soon as possible after the concerns develop. Either party has the right to request a meeting to discuss the concerns. The UEA member has the right to request union representation at such meeting and/or may respond to the concerns in writing within ten (10) school days. The evaluator will create and share a clearly defined plan for improvement. If the concerns are remedied, the teacher will receive written documentation that the concern has been remedied.

### **8.03 Discipline, Suspension, and Dismissal Procedures**

Reprimands and suspensions without pay of tenured teachers will be subject to cause. The dismissal of any tenured certified staff member will be in accordance with Section 24-12 of the School Code. The dismissal of any non-tenured teacher and the demotion and/or suspension of any teacher shall be preceded by:

- A. A conference with the teacher by the appropriate administrator prior to taking action.
- B. The opportunity by the teacher for a complete review of their personnel file.

Any employee charged with misconduct, neglect or other violation which may lead to their suspension with or without pay, demotion or discharge shall have the right to be represented by the Association in any meeting conducted by the Board or Administration with such employee regarding such charge(s).

### **8.04 Specialist Evaluations**

School Psychologists, Instructional Specialists, Library Media Specialists, School Counselors, School Social Workers, Adult Education teachers and traveling teachers will be evaluated using the appropriate framework(s) as determined by the Joint Evaluation Committee and be evaluated by knowledgeable and informed administrators familiar with the particular job description and framework domains. Evaluations of teachers working in multiple buildings will be performed and prepared by the evaluating administrator in consultation with other building administrator(s) as appropriate.

For evaluative purposes of School Social Workers, any such evaluative process shall not interfere with the confidential nature of the casework process or the interaction between the client and the School Social Worker.

### **8.05 Personnel File**

Each teacher shall have the right, upon request, to review the contents of their personnel file. A representative of the Association, at the teacher's request, may accompany the teacher in this review. An employee of the District may be designated to be present at such review which shall occur by appointment during normal business hours.

The contents of each teacher's personnel file shall include but not be limited to the following items of information.

1. All evaluative reports generated by the teacher's immediate supervisor during their non-tenured period.
2. Any timely and pertinent data that a tenured teacher chooses to include in their file.
3. Any evaluation data that the immediate supervisor chooses to include in the file of a tenured, unsatisfactory teacher.
4. Copies of annual contracts or notification of re-employment.
5. Copies of supplemental pay contracts.
6. Transcripts and certificates of credit.
7. All summative teacher evaluation forms from the District evaluation plan.

Once evaluation information has been placed in the file it may not be removed without the mutual agreement of the teacher, the immediate supervisor and the Superintendent.

As long as a certificated staff member is rated *excellent and/or proficient* only state-required evaluative information will be placed into the certificated staff member's personnel file as well as the information outlined above.

Other than the placement of the final summative evaluation form, the certificated staff member makes all decisions as to which information, if any, will be shared with others.

Materials related to discipline or re-employment may not be placed in the teacher's personnel file without giving the teacher an opportunity to add a written response to this material before it is placed in the file. The teacher shall have ten (10) school days to respond to these materials.

#### **8.06 Administrative Concerns File**

In the event that an administrator has a serious concern about a teacher, as defined in Article 8, the administrator may create an administrative concerns file.

1. The administrator's concerns will be expressed to the teacher in writing. If the administrator does so, those written concerns should be accompanied by a cover memo that outlines this procedure, and provides the teacher an opportunity to respond.
2. The administrative concerns file will be kept at the building where the teacher is assigned. If the teacher chooses to respond, they have ten (10) school days within which to do so. Any responses provided will be maintained in the file.
3. Any time after six (6) school months of placement of the materials in the file, a teacher may request that the file be modified and/or expunged. The file will be jointly reviewed by the teacher, an Association representative, the administrator and the superintendent. The superintendent or designee will decide if the material will be removed. If the request to expunge the file is denied, the reason(s) for the denial will be given to the teacher in writing. The teacher may respond to the denial in writing within ten (10) school days; the response will be placed in the file. The teacher may request further review in six (6) months (or greater) increments.
4. Materials from the administrative concerns file may be placed in a teacher's personnel file only if, and when, a teacher has been rated unsatisfactory.

### **Article IX - Academic Freedom**

#### **9.01 Definition, Practice and Regulations**

The parties seek to educate young people in the democratic tradition and to foster a recognition of individual freedom and social responsibility. Teachers shall have academic freedom in the District. Academic freedom shall mean that teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outline of appropriate course content and within the planned instructional program as determined by normal administrative procedures, and shall present all facets of controversial issues in a scholarly and objective manner within the limits of appropriate pedagogical discretion and propriety. Teachers shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject matter of study and within their area of professional competence. Notification will be made to the administration whenever a teacher intends to inject into course coverage units which might be anticipated to be controversial. Whenever it is alleged that a teacher has abused their right to academic freedom, the Board and Administration, in writing, shall notify both the Association and the teacher and inform them of the specific charges reasonably in advance of any hearing or other action taken.

### **Article X - Teacher Protection**

#### **10.01 Physical Aggression Towards Teachers - Procedures, Indemnification, Protection and Remedy**

- A. Any incident of physical aggression (including assault or battery) against a teacher occurring within the scope of their duties, pursuant to Board policy and administrative regulation and direction, shall be promptly reported to the building principal or their designee who will provide the teacher with an incident report form. The building principal will submit the completed incident report form to the Superintendent or designee. Following an investigation of the incident by the building principal or designee, the teacher or administrator may request a meeting to be scheduled with the employee(s) who submitted the incident report form to discuss interventions and supports needed for the student, and in the event of an out of school suspension, prior to the student's re-entry meeting.

- B. In the event that any staff member is subject to a claim or suit as a result of their employment with the District, said staff member shall be indemnified under and protected by the District pursuant to ILCS 5/10-20.20. Such indemnification and protection shall apply to reasonable, good faith intervention in dealing with physical altercations. Actions by any staff member found to be willful and wanton or grossly negligent will release the District from such indemnification.

#### **10.02 Salary Protection**

Time lost by the teacher in connection with any incident of assault and battery described in the first sentence of the preceding Section (10.01) shall result in no loss of salary or benefits as a consequence thereof nor loss of accumulated sick leave while unable to work as a consequence of such assault and battery during the remainder of the school term in which the assault and battery occurred, provided the teacher shall reimburse the Board any sums for which they are eligible for loss of salary from Workmen's Compensation, or disability insurance provided by the Board. The obligation of the Board hereunder shall not extend beyond ninety (90) teacher employment days, or seventy-five (75) such days if the period of illness or disability as a consequence of such assault extends beyond the start of the next following school term.

#### **10.03 Parent - Student Complaints - Procedures**

Disciplinary action or reprimand resulting from any complaint by a parent, student, or other person against a teacher shall not be initiated before an investigation is conducted, during which the teacher is informed of the nature of the complaint, and the name of the individual making the complaint, when known, at a conference with the building principal or designee. The teacher may request the presence of an Association representative at such conference.

If the teacher is not satisfied with the results of this conference, the complaining person shall be invited to attend a conference with the teacher and the appropriate administrator.

If the teacher is dissatisfied with the results of a conference held pursuant to this section, they may request a meeting with the Superintendent or designee to review the same, at which the teacher may be accompanied by a representative of the Association.

If other complaints about a teacher are received which are deemed to have credence and significance, such shall be promptly made known to the teacher.

### **Article XI - Student Discipline**

#### **11.01 Student Discipline**

A teacher may exclude a student from a class period, when in the opinion of the teacher, the grossness of the offense, the persistence of the behavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable.

When a student is so excluded by a teacher, the student shall be sent from the classroom to the building administrative offices or to an in-school detention room and the problem shall be referred for solution to the building principal or designee. In each case, the teacher will furnish the principal with a brief written statement of the incident at the time of the referral to the office or as soon as feasible.

As soon as possible, the teacher will furnish the principal with the full particulars of the incident in writing.

The principal or designee shall take appropriate action to seek to solve the discipline problem. Where the principal or designee deems it appropriate, they shall consult with the teacher and the student involved.

The affected student will be readmitted to the classroom only upon authorization by the principal or designee. Should the principal's or designee's decision include the re-admittance of the student to class, the conditions under which re-admittance is granted, if any, shall be discussed with the teacher as soon as practical. Such discussion shall be completed prior to admittance of the student or as promptly thereafter as feasible. When requested by the teacher, guidelines from the principal or designee for future handling of this

case shall be provided.

Should the principal's or designee's decision include the re-admittance of the student to class, the teacher shall be advised of any condition(s) under which the re-admittance is granted. If such advice is not furnished prior to or concurrent with the re-admittance of the student, the teacher shall be informed that the student has been seen by an appropriate administrator.

**11.02 Discipline File**

Individual records will be maintained on student discipline and will be available to teachers as an aid for determining disciplinary and educational recommendations concerning particular students.

**11.03 Board Support and Assistance - Teachers**

While the primary responsibility for the maintenance of discipline under a teacher's supervision rests with such teacher, the Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, hallways and at all school-related activities. The Board recognizes that the teacher may not fairly be expected to assume the ongoing responsibility for counseling except as a part of the teacher's assignment for which they are certified. Whenever it appears that a particular student requires the attention of special teachers, special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to assist the teacher with respect to such student.

**11.04 Discipline Code**

At such times as the Board may adopt or significantly modify a discipline code for students, a committee, including teachers named by the Association, shall be selected to review and comment upon the same. Following adoption, a copy of such code shall be made available to each teacher.

The administration shall make every effort to work with the teachers to promote an organized atmosphere of learning.

**11.05 Corporal Punishment**

A teacher may use such force as is necessary to protect himself or herself from attack, to prevent injury to another student, or to prevent damage to school property. According to current school policy, staff members shall not employ corporal punishment (defined as punishment inflicted directly to the body) against any student for misconduct or for violation of school rules. Students must be disciplined by means which do not involve its use.

**Article XII - Student Teaching Program Assistance**

**12.01 Administrative Cooperation**

The Administration and Board will cooperate to encourage all involved universities to upgrade and reevaluate their student teacher programs.

**12.02 Supervision - Teacher Cooperation**

A teacher shall not be obligated to accept students enrolled in programs which train persons for positions in the educational field.

**Article XIII - Teaching Hours and Assignments**

**13.01 Teacher Day - Defined**

The teacher's professional day shall consist of the student's school day plus the amount of time deemed necessary by the teacher and principal to complete their professional duties.

**Teacher-Student Contact Time**

Scheduled teacher-student contact time shall not exceed twenty-six (26) hours and fifteen (15) minutes per week except at elementary schools where teacher-student contact time shall not exceed twenty-seven (27) hours thirty (30) minutes. Assignment to a supervised study period shall be considered a teaching period for purposes of this section.

The Board shall make a serious effort to provide, at the elementary buildings, weekly collaboration/prep time.

**Teacher Preparation Time**

All teachers shall have a daily preparation period outside the student day and other necessary teacher activities. Teachers may leave the building during the preparation period. The Board shall provide at elementary buildings a minimum thirty (30) continuous minute daily preparation period. The Board shall provide at the secondary buildings a minimum daily preparation period equivalent to one full class period.

**Student Supervision**

Teachers shall be responsible for hall supervision at their classroom doors during periods when students are passing through the halls. If any supervision duties cause the full teacher student contact time to exceed the terms of this agreement, such duty shall be reimbursed at the prevailing minimum wage.

The district will provide a pool of up to 100 stipends of \$1,200 to provide thirty minute supervision positions for before and/or after school. Distribution of these stipends will be determined by the district administration based on building needs.

**13.02 Duty-Free Lunch**

Every teacher shall be allowed a duty-free lunch period as required in Section 24.9 of The School Code. Elementary teachers shall have a lunch period of forty-five (45) minutes. Middle school and high school teachers' lunch periods shall be at least thirty (30) minutes. Teachers shall be permitted to leave the building during the lunch period.

**13.03 Traveling Teachers**

A traveling teacher is a teacher assigned duties at more than one building in the district during a contract year. Each traveling teacher will be assigned a "home-base" building. Each day that the teacher travels between two (2) or more buildings they shall have reasonable time allotted for travel, lunch, and set-up. Determination of adjustments in the allotted time will be made by the "home-based" administrator in consultation with the teacher and appropriate others. When no travel between buildings is required on a given day, the teacher will have the same time allotment for lunch and prep as other teachers at that building.

**13.04 Additional Load Compensation**

If a teacher shall teach more than the normal teaching load, as set forth in this Agreement, they shall receive additional compensation at the rate of 1/185 of their annual salary exclusive of extra-duty pay for each teaching day in excess of such norms (or fractions thereof).

**13.05 Staff Meetings**

The Board acknowledges that the conscientious performance of a teacher's duties frequently requires the teacher to devote additional hours both on-site and elsewhere. A teacher shall not be required to attend a meeting that continues more than ninety (90) minutes after the close of the normal student day. On days when students are not in attendance or have been dismissed early, excluding early release or late start Wednesdays, teachers shall not be required to attend such meetings after 3:30 pm.

There shall be no scheduled building faculty, system wide faculty, departmental, or any other type of staff meeting on the fourth Wednesday of each month, or on the day a scheduled holiday begins.

There shall be no more than one (1) scheduled mandatory building faculty meeting per week no more than two (2) other mandatory meetings before or after the close of the normal student day each calendar month, provided this paragraph not be applicable to IEP/EDC meetings, parent-teacher conferences, individual evaluation meetings, or to meetings on days when students are not in attendance or have been dismissed early.

**13.06 Parent-Teacher Conference**

The district will devote no more than fourteen (14) hours per year to Parent Teacher Conferences.

**13.07 Last Day of Semesters**

The last day of the first semester shall be reserved as strictly a Teacher Institute/Workshop Day for all elementary and secondary teaching personnel. On the last day of the second semester, the students' day shall be five (5) hours and fifteen (15) minutes or the minimum required in the School Code. Time that is not student contact time on the last day of the second semester shall be considered teacher work time.

**Article XIV - Class Size and Remedies**

**14.01 Student-Teacher Ratio**

Both the Board and the Association recognize that, in any learning situation, the ratio of students to teachers is one of several important factors affecting the quality of education.

**14.02 Teaching Conditions and Staff Facilities**

It is acknowledged that the primary duty of a teacher is to work directly with students in such a way that optimal learning occurs. The organization of the school day should be such that the energy of the teachers is primarily utilized toward this end.

**A. Elementary:**

1. Class size at the elementary level shall be maintained below the following numbers:

|              | Mandatory Adjustment |
|--------------|----------------------|
| Kindergarten | 23                   |
| Grade 1      | 26                   |
| Grade 2-3    | 29                   |
| Grade 4-5    | 31                   |

In a self-contained classroom combining more than one grade level, the lower grade level shall determine the class size. A student with an IEP will be counted on a general education classroom teacher's roster if they spend 45% (or more) of their day with that general education class.

2. **Adjustment**

If at any time between the 5th and 30th school days of each semester, student enrollment has reached the mandatory adjustment numbers, a remedy will be made to the building.

3. **Remedies**

The following ways, or combination of ways, of providing adjustments in no particular order will be available to administration in consultation with principal and staff to remedy situations in which the class size is excessive.

- a. Allotment of teacher assistant time at the elementary level shall be computed as follows:

- 1) For kindergarten, a six (6) hour a day aide will be allotted to the class(es). In the event that the class size has reached the limit of 26, the next enrolled child will require the creation of a new class.
- 2) For first grade, a six (6) hour a day aide will be allotted to the class(es). In the event that the class size has reached the limit of 28, the next enrolled child will require the creation of a new class.
- 3) A minimum of fifteen (15) hours weekly aide time shall be assigned to the class(es) in which a class size has reached the aforementioned mandatory adjustment number for Grades 2-5. Thereafter, a minimum of one (1) hour per week of additional aide time will be provided for each additional child up to and not to exceed three (3) children over the adjustment number in any particular classroom.



In the event that the class size has reached the limit as defined above and the teacher affected agrees on the desirability of additional assignments to that class, further allotment of teacher aide time may be agreed upon by the teacher, the building principal, and a representative of the Association.

- b. Provision of additional clerical assistance. This option does not apply as a Kindergarten or 1st grade remedy.
- c. Intra-building reassignment or rescheduling of students.
- d. Transfer of students to another attendance center or class.
- e. Provision of additional teaching staff.
- f. Discontinuing or combining classes with small enrollments.

**B. Middle School:**

In order to continue the middle-school philosophy, creative flexible scheduling will be an available option.

**1. On-team**

- a. Teachers at Urbana Middle School shall have teacher-student contact time not to exceed twenty-six (26) hours and fifteen (15) minutes per week.
- b. Realizing the importance of the team concept and student-teacher interaction, there will be a ratio of no more than 31 students per full-time teacher on a team, regardless of the number of teachers on a team. Exceptions to the ratio will only be with the agreement of the involved teacher and the administrator.
- c. Homeroom classes of the teaching staff will be drawn from students on their team. Homeroom class size is not to exceed 16 students.
- d. Remedy: Middle School on-team overloads shall be adjusted in the same manner as elementary overloads as specified in Article 14.02A3.

**2. Off-team**

- a. Teachers at Urbana Middle School shall have teacher-student contact time not to exceed twenty-six (26) hours and fifteen (15) minutes per week.
- b. For classes that are regulated by the mandatory class limits, no teacher shall be responsible for more than one hundred seventy (170) different students per calendar semester. Classes in such areas as physical education and music can, and will, frequently be much larger.
- c. Homeroom classes of the teaching staff will be drawn from students the teacher has in class during the school year. Homeroom class size is not to exceed 16 and will not count towards the total load of 170.
- d. A student enrolled in more than one class from the same teacher, excluding homeroom, will be counted for each period in which they are enrolled. Exploratory courses of less than a semester's duration shall be calculated on the basis of average student enrollment per semester.
- e. Remedy: Teacher aide time will be provided for each period in which the class size exceeds the mandatory adjustment number. At no time will the class size exceed three (3) children beyond the mandatory adjustment number.

**3. Counselors**

Every effort shall be made to provide a counselor at each grade level at the Middle School.

**C. High School**

No mandatory adjustment will apply, however, every effort will be made to maintain an optimum class size.

1. Teachers at Urbana High School shall have an instructional load not to exceed five (5) regular class periods per day.
2. The instructional period shall not exceed sixty (60) minutes.  
When teaching classes which follow the self-contained class size standards, a teacher shall not be responsible for more than one hundred sixty-five (165) different students per calendar semester. Classes in such areas as physical education and music can, and will, frequently be much larger. A calendar semester shall be defined as two (2) marking periods. A student enrolled in more than one (1) class from the same teacher will be counted for each period in which they are enrolled.

Mini-courses of less than a semester's duration shall be calculated on the basis of average student enrollment per semester.

**D. Other**

1. Special education classes shall be in accordance with all legal requirements as to maximum number of students.
2. Laboratory-Type Classes: In a class which requires laboratory stations or student work stations, the total number of students in the class shall not exceed the total number of student work stations. A student work station shall be defined as an area to which a student is assigned to perform the educational tasks pertinent to the course of study. Student work stations shall provide space which is adequate for the completion of assigned educational tasks and reasonable in its dimensions so as to take into consideration the safety, productivity, and comfort of each student.

**Article XV - Special Education Programs**

**15.01 Definition**

The parties recognize that students having special needs may require specialized instruction and related services.

**15.02 Identification**

Needs of such students should be recognized by school personnel and will be further identified by observation and evaluation by special education personnel. Administrators will attempt to balance special education students among equivalent level classes at the beginning of the school year. A teacher may request an IEP meeting to discuss concerns regarding the placement of a student in their classroom. Reasons for this request should be submitted in writing to their immediate supervisor and the student's special education case manager.

**15.03 File**

The Director of Special Education may, and each building principal shall, maintain a readily accessible, up-to-date file containing information about each student referred for special education services, as set forth by Illinois Special Education Rules and Regulations. Such files shall be accessible to teachers who have a legitimate need to know the information contained within the student's file in order to implement the student's IEP.

**15.04 Teacher - Student Ratio**

The need for these special services may vary greatly from school to school. Therefore, the number of special education professional workers shall not be used in setting up or in determining the teacher-student ratio within the building.

**15.05 Medical/Hygiene Assistance**

When a student with an IEP requiring specifically identified medical procedures or personal hygiene assistance is placed in a general education classroom appropriate personnel will be designated by the student's IEP team or the student's emergency medical action plan to provide those services. Unless indicated by the special education job description, teachers will not be required to provide such services. The Employer shall indemnify and save harmless from any liability employees who volunteer to provide such services.

**Article XVI - Staff Facilities and Equipment**

**16.01 Requisition Policy**

Each instructional staff member shall be given the opportunity to submit requisitions for instructional materials and supplies for the following school term. Teachers new to the District shall be instructed concerning the requisition procedures at the time of employment or during the pre-school orientation.

**16.02 Access to Computers and Copiers**

The Board shall endeavor to make available, to each school equipment such as but not limited to computers, external disc drives, printers, projectors, document cameras, and copy machines, in good working order, in sufficient quantities and with sufficient technological capabilities to enable certified staff to complete their duties and to prepare instructional materials. The Board shall provide for repairs and maintenance of these machines by professional service personnel as needed.

**16.03 Hazardous Learning Conditions**

A teacher shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being while performing normal teaching duties, provided that, in extraordinary circumstances, it is recognized that the foregoing may have to be subordinated in the interests of the health and safety of students. In the event that a school official is notified of a bomb threat, teachers shall render all possible aid in the evacuation of the building and shall make their knowledge of the building available to the proper authorities in a manner sufficient to permit an expeditious search, but in no case shall they be required to search for the bomb.

At the discretion of the principal or designee, a teacher may be allowed or required to report to a work site other than the normal work site, when the normal work site is closed to students because of a physical condition and the health or safety of a teacher may be threatened by that physical condition.

**16.04 Physical Facilities**

The Board shall provide the following physical facilities for each teacher - a separate desk with a lock and key, a file cabinet with a lock and key, suitable closet space to store personal articles, as space is available.

**16.05 Office Space**

Office space shall be provided for teachers when possible. Where feasible, work space shall be provided for teachers whose classrooms are in use during their preparation time. Every effort shall be made to provide such space in a location other than the teachers' lounge.

**16.06 Parking Facilities**

The Board will provide free parking spaces designated for certified staff within a one (1) block radius of each school building. In the absence of school property available for such purpose, the Board shall take such measures to ensure that no teacher will be required to pay for access to nearby public or private parking facilities. The provided parking shall be off-limits to students. Reserved parking spaces for traveling teachers shall be provided at each school.

**16.07 Teachers' Lounge**

A teachers' lounge shall be provided in each building when possible. It shall be comfortably furnished and cleaned daily.

**16.08 Telephone Facilities**

Telephone facilities shall be made available for teachers. The teacher shall reimburse the Board for the cost of any personal calls if these entail additional cost to the District.

**16.09 Library Facilities**

The Board agrees to maintain and to seek to improve library facilities, consistent with the financial resources of the District.

**16.10 Access to Buildings**

Teachers shall have year-round access to buildings after school and on weekends. The district reserves the right to close or limit access to buildings because of emergency, construction projects, and/or health/safety reasons.

## Article XVII - Vacancies, Transfers, and Promotions

### **17.01 Vacancies, Transfers, and Promotions**

The Superintendent or designee shall post in all school buildings and on the district website and shall send to the Association a notice of all new, supplemental and promotional vacancies for the regular school year and for summer school, as they occur. Such notice shall be accompanied by a statement of minimum qualifications, salary range and notification that said position is a UEA position.

During the regular school year, such vacancies shall not be filled except on a temporary basis until posted for at least seven (7) calendar days. Temporary appointments shall not exceed one school year unless granted a waiver by Illinois State Board of Education. During the summer vacation, the Superintendent or designee shall post in all school buildings open for summer school and on the District website and shall send to the Association a notice of all new, supplemental and promotional vacancies available to the Association. Such vacancies in the bargaining unit shall be filled on the basis of qualifications, certifications, merit and ability (including performance evaluations, if available), relevant experience and other relevant factors. The length of the applicant's service in the District shall not be considered unless all other factors are considered to be equal. This section shall not prevent the hiring of new employees. The filling of any vacancy shall not be subject to the provisions of Article IV of this Agreement unless it is asserted that the District violated any of the procedural requirements of this section for filling the vacancy. Any qualified internal candidate for posted positions that is eligible to return to the District the following school year will be offered an interview by the interview committee. The District will make a reasonable effort to include at least one member of the interview committee who is licensed or knowledgeable in the same area as the position for which the candidate is interviewing.

### **17.02 Voluntary Transfer - Interviewing**

Any teacher presently on tenure or eligible for tenure in the following contractual school year and has not been dismissed or non-reemployed for the following contractual school year may apply for transfer within or between buildings when a vacancy occurs. Procedures are as follows:

- A. Teacher must complete an application for the position and submit it to the office of Human Resources and must submit a letter to the building principal or appropriate administrator via email where the vacancy occurs. The letter should include reasons for the request.
- B. Any teacher who applies for a transfer will be offered an interview if qualified and eligible.
- C. The teacher will receive reasons for denial in writing via email.
- D. If the applicant is unsatisfied with the denial, they may appeal in writing, via email, or in person for reconsideration to the Director of Human Resources. A UEA representative may attend any or all meetings in regard to this appeal.

\*Interviewing all qualified, internal applicants is the ultimate responsibility of the hiring administrator. Failure to follow all of the steps outlined above does not disqualify an internal applicant from consideration of a voluntary transfer.

### **17.03 Involuntary Transfer**

It is recognized that frequent transfers interfere with the educational process and optimum teacher performance. However, it is also recognized that transfers of teachers from one school to another and/or from one assignment to another in cases of emergency or to prevent undue disruption of the instructional program are in the best interests of the District and may therefore require an involuntary transfer. The foregoing shall not be construed as to deny the Board the right to involuntarily transfer any teachers provided; the following shall pertain:

- A. In the event of school closing(s) or programmatic changes, the affected teachers shall be placed before any pending applications for voluntary transfer are acted upon and, where possible, prior to the placement of any dismissed teachers who have been recalled.
- B. When an involuntary transfer occurs the teacher(s) will, within three (3) working days, deliver to the Director of Human Resources their top three (3) choices for placement, should multiple options be available. The Director of Human Resources and the appropriate administrator(s) will then determine

whether, in the interests of the educational program in the District, the request of the teacher shall be granted. The teacher(s) will be offered a placement within the District. The Administration will provide a rationale to the teacher(s) receiving the involuntary transfer for their teacher selection(s).

- C. In the event of an involuntary transfer, a teacher may request a hearing with the appropriate administrator and may request an Association representative be in attendance.
- D. If the teacher does not agree with the transfer, they shall have the option to resign without prejudice.
- E. In the event that fewer teachers are needed in a building, written notice shall be posted in this building and delivered to the UEA building representative. This notice shall request volunteers for such transfer and specify that after ten (10) school days if insufficient volunteers are found then the Administration shall choose teachers for involuntary transfer. In order to maintain transparency, involuntary transfers will follow sections B and D of 17.03 for any teacher(s) selected for involuntary transfer. This section shall be accomplished within twenty (20) school days of the original notice.

#### **17.04 Recruitment Diverse Staff**

In order for the district to show its commitment to Affirmative Action, until such time that the district staff reflects the demographics of the student population, the Board and UEA have agreed that (4) at-large teaching positions will be reserved for recruitment for a more diverse staff. These positions will not cause involuntary transfers for any staff member already employed and voluntary transfers must be considered prior to placement of these recruits.

### **Article XVIII - Personnel Reduction and Rehiring Procedures**

#### **18.01 Reduction of Personnel**

- A. If the Board shall determine it is necessary to honorably dismiss teachers, it shall first consider the teachers' certification areas and qualifications. Among teachers who satisfy all certification and qualification requirements, performance evaluations shall be used to determine the sequence of layoff per Section 24-12 of The School Code. Seniority shall be used only to rank teachers in Groups Three and Four as provided for in Section 24-12, or in Group Two when their evaluative ratings are equal. As used herein 'seniority' shall mean the amount of continuous, full-time service in the District. Periods of leaves of absence and periods of part-time service preceded and followed by full-time service in the District shall not interrupt continuous service, but all such periods, other than for paid sick leave and sabbatical leave, shall not be counted in determining length of service.

If the length of service of teachers within the District is equal, preference shall be given to the teacher who has advanced the further vertically on the salary schedule, and, in the event of equal vertical placement, preference shall be given to the teacher advanced the furthest horizontally on the salary schedule.

Seniority will be lost due to a break in service for reasons including but not limited to:

- 1. Resignation
- 2. Dismissal for cause
- 3. Retirement
- 4. A non-return to work during the contractual recall period

#### **18.02 Rehiring of Personnel**

- A. Any teacher honorably dismissed pursuant to Section 18.01 of this CBA from either Group Three or Four shall be recalled in reverse order of the procedures specified. A teacher shall be recalled by registered or certified letter from the Board to the teacher's address on file with the Board. A teacher's failure to respond affirmatively within twenty (20) calendar days after the mailing of the Board's letter or within fifteen (15) calendar days of its receipt, whichever shall first occur, shall terminate the Board's responsibility hereunder.

Any teacher dismissed pursuant to Section 18.01 of this CBA from Group Two shall possess recall rights as set-forth in Public Act. 98-648, and any other subsequent amendments to the School Code.

- B. The right of recall shall continue for a period of sixteen (16) calendar months from the date of dismissal and shall arise, if during such period, the Board shall determine to employ additional teachers.

**18.03 Part-Time Personnel**

If all honorably dismissed teachers have been re-employed, persons previously employed part-time for two (2) or more years and who were terminated by reason of reduction of staff during the preceding sixteen (16) calendar months shall be carefully considered for vacant positions for which they are certified and qualified.

**18.04 Notification to Non-Rehired Staff**

Teachers who were honorably dismissed hereunder and not rehired for the following school term shall be notified by certified mail, at the last known address, of any vacancies for which they are eligible during the period of recall. Teachers who have been honorably dismissed shall be advised of the recall procedure hereunder.

**Article XIX - Leave**

**19.01 Sick Leave**

**A. Definition/Terms**

The Board will grant fifteen (15) full days of absence annually with full pay to any full-time teacher, regardless of the number of days previously accumulated. All teachers who are employed for less than full-time shall be granted fifteen (15) sick leave days proportionate to their employment, regardless of the number of days previously accumulated. This absence of a teacher is defined as necessary because of their own illness or medical needs; or because of the illness or medical needs, or death of a member of their immediate family. The immediate family is interpreted to mean the teacher's spouse or equivalent, the parents, children, grandchildren, grandparents, and siblings of either by law or marriage, children residing in the household, aunt, uncle, legal guardian.

A teacher may request approval to use sick leave to attend a funeral for other personally-important individuals.

The difference between the number of days used in this manner and the fifteen (15) days allowed for any one shall accumulate from year to year. Two days of sick leave are to be available for each teacher contracted to teach for a six week summer session. The days available for sick leave are to be of the same length as those contracted to teach, i.e., a teacher working three (3) hours each day for the six (6) week period is entitled to two (2) days of sick leave each amounting to three (3) hours. Teachers contracted for less than the six (6) week period are entitled days on a pro rata basis. There will be no accumulation of summer school sick leave days: these days are independent of regular sick leave during the school year. District No. 116 shall maintain a complete accounting of each teacher's sick leave days and shall notify each teacher fifteen (15) days after the beginning of the school term of the number of sick leave days accumulated at the end of the preceding year. Employees who finished the previous school year on unpaid leave shall not qualify for the paid benefit time provided for herein until their first active day of employment for the school year in which they are physically present, except at the Board's discretion.

**B. Sick Leave Bank**

The Urbana Education Association (UEA) is committed to assisting members when emergency medical issues arise during the school year and the member has exhausted all sick and personal time benefits. UEA, with the assistance of Urbana School District #116 Central Office staff, maintain a Sick Bank. When members have exhausted all sick and personal days due to a medical emergency that cannot be addressed outside of the school calendar, school week or school day, an application for sick days can be made to the UEA Sick Bank.

An eligible recipient is a bargaining unit member who has exhausted their sick and personal leave

become vested in the Sick Bank by donating one day to the bank, and has a minimum of two years district service. An eligible recipient in need of additional sick time shall make application to a joint UEA-District committee for approval by contacting human resources. The applicant may choose to include medical verification in the application. The UEA Sick Bank Liaison will redact the applicant name before sending to the committee for approval. Only requests for non-elective procedures that could not be scheduled outside of work hours will be considered. A member must not be receiving any other type of compensation during such sick bank leave. Sick bank does not cover injuries occurring at work. Total days approved shall not exceed the number needed to complete the current school year. Should a request for sick days be greater than 30 days, the committee may request periodic reports from the health care provider to determine whether changes have occurred in the prescribed length of leave. The District shall be responsible for deducting donated leave from the contributors' accumulated sick leave days. Members must return any unused sick bank days to the Sick Bank.

The UEA Liaison will inform human resources of the committee decision. Human Resources is responsible for letting the requesting member know of the decision. Should a member be dissatisfied with a Sick Bank Committee decision, he or she may request that the application be reconsidered by the UEA Executive Board. Decisions of the UEA Executive Board are final and not subject to Article IV, Grievance Procedures.

In the event of the depletion of banked days before the end of the school year, an emergency request for donations may occur. Regular donations can be made at any time.

Confidentiality and anonymity will be explicitly respected.

#### **19.02 Personal Leave**

The Board shall grant two (2) days of personal leave without loss of pay. No reasons for such leave need be given. Unused personal leave days shall accumulate from year to year in sick leave. Personal leave is intended to enable the teacher to conduct necessary personal business which cannot be handled during days or hours when the teacher is not required to be working for the Board. Except in cases of emergency, written advance notice of the necessity for personal leave shall be submitted as soon as possible to the Superintendent or designee.

At the completion of 10 years of service with the District, a certified staff member is entitled to a total of three (3) personal leave days. At the completion of 15 years or more of service in the district they will receive an additional personal day, for a total of four (4).

Pursuant to the preceding paragraph, such leave shall not be taken on the first day and the last day of the school term, nor on the day immediately preceding or following Spring or Winter recess periods.

A teacher may purchase two (2) additional days of personal leave for the cost of \$160 per day only after the teacher has exhausted the original days granted by the Board. If unused, these additional purchased personal leave days shall not accumulate from year to year in sick or personal leave.

The Administration shall have the right to approve or disapprove the use of personal leave. Such approval shall not be withheld arbitrarily or capriciously.

#### **19.03 Accident, Injury, Crisis Leave**

In case of any accident or injury arising out of and in the course of employment, the involved teacher shall report to their principal or director within two (2) hours or as soon as possible. The principal and the affected teacher shall meet as soon thereafter as possible to discuss the principal's subsequent actions to address the teacher's situation, and where at all feasible, within an additional hour of the reporting. The affected teacher may bring another member of the Association to that meeting to participate in it. The accompanying member of the Association must be one who is not engaged in student contact at that time and for whom engagement

of a substitute to attend the meeting is not required. Questions or concerns about the actions implemented by the principal should be directed to the Director of Human Resources. A written report shall be filed with the Superintendent within two (2) calendar days or as soon as possible. If such accident or injury occurred without any negligence or unwarranted assumption of risk by the teacher, and the teacher was acting pursuant to Board policy and by administrative regulation and direction, the Board shall continue the teacher's wages in full until Workmen's Compensation payments begin. After such payments begin, the Board shall pay the difference between Workmen's Compensation and the contractual salary of the teacher, not to exceed ninety (90) employment days, providing this section shall cease to be operative on such date as the teacher would otherwise be eligible for disability payments of any type under the Teachers' Retirement System or pursuant to any policy of insurance maintained by the Board, in whole or in part. This section shall not be applicable to any compensation paid by the board to the teacher, except as set forth in the Salary Schedule which applies in Article XXI of this Agreement.

For an injury resulting from assault or battery, see section 10.02.

#### **19.04 Parental Leave of Absence**

A teacher shall be eligible for parental leave without pay subject to the following guidelines:

- A. A tenured teacher shall be granted parental leave for a period not to exceed two (2) years. A non-tenured teacher may be granted parental leave up to the remainder of the academic year in which the leave is requested.
- B. Application for such leave shall be made in writing to the Superintendent or designee at least one hundred and five (105) days prior to the anticipated date of birth.
- C. The teacher and the Superintendent or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the continuity of instruction and medical factors to the maximum possible degree and the pertinent time factors related thereto, provided that the teacher and the Superintendent or designee may agree to defer the onset of the leave, and if the actual date of childbirth shall precede the scheduled onset of the leave, such leave shall be advanced thereto. Such leave shall also be advanced to the date the teacher is unable to continue in employment for any reason.
- D. A parental leave shall be granted to a non-tenured teacher subject to all the conditions applicable to a tenured teacher. If the non-tenured teacher fails to work a minimum of 120 school days during the school year, the term of such leave shall not be considered in computing full-time employment under Section 24-11 of The School Code for purposes of the continuous employment necessary to attain contractual continued service status (tenure). A school term not counted toward tenure under this provision (the non-tenured teacher works and/or is on leave under the Family Medical Leave Act less than 120 days during the school year) shall not constitute a break in service for determining whether the teacher has been employed for four (4) consecutive school terms, provided the teacher returns to work to complete the four consecutive school terms. For example if a non-tenured teacher works two years, takes parental leave the third year working and/or is on leave under the federal Family Medical Leave Act and works less than 120 days, then returns to complete the third year, this non-tenured teacher has two consecutive years towards tenure status. This non-tenured teacher would then have two more years to complete the four consecutive school terms needed for tenure status. .
- E. Any teacher desiring parental leave as a result of becoming an adoptive parent shall notify the Superintendent or designee in writing upon the initiation of such adoption proceedings. Parental leave shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee fully informed of the status of the proceedings, and, as soon as known, the expected date of the arrival of the child.
- F. Any teacher who has been employed one hundred (100) or more days of the school year prior to the commencement of such leave shall be entitled to such advancement on the salary schedule as they would have had if the leave had not been granted. If the leave exceeds the year such leave commences, the second year shall not be considered for step advancement on the salary schedule.
- G. Sick leave benefits shall not be applicable to any teacher on parental leave.
- H. A teacher who does not elect to apply for parental leave and who exhausts all accumulated sick leave as a consequence of illness associated with her pregnancy and/or childbirth and recovery therefrom shall



be granted leave of absence without pay during the duration or the maximum period of time allowed teachers for any other illness or disability pursuant to the prevailing policy or practice, whichever shall be greater.

- I. A teacher granted parental leave shall not be entitled to another parental leave until such teacher has returned to full-time employment for at least one (1) year.
- J. The Family Medical Leave Act (Art. 19.22) may be applicable for all or part of this leave (up to twelve (12) weeks) as per board policy.

**19.05 Sabbatical Leave**

The sabbatical leave policy shall be administered in accordance with the provisions of The School Code.

**19.06 Military Leave**

The contractual service status of a tenured teacher shall not be affected by virtue of their induction for military duty in any branch of the armed forces of the United States.

**19.07 Association Leave**

A leave of absence of up to two (2) years, without pay, shall be granted to any tenured teacher, upon application, for the purpose of serving as an officer of the Association, or as a staff member of the Illinois Education Association or National Education Association and can be extended by the Board from year to year.

Upon return from such leave, the teacher shall be placed in the same position on the salary schedule as they were at the time the leave was granted.

**19.08 Public Office Leave**

A leave of absence shall be granted to any tenured teacher, upon application, for a period of up to two (2) years without pay for the purpose of serving in a state or national public office. Upon return from such leave, the teacher shall be placed in the same position on the salary schedule as they were at the time the leave was granted. The Board may grant a renewal upon application by the teacher.

**19.09 Advanced Study and Alternative Work Leaves**

A leave of absence for one (1) school year, without pay, for the purposes of advanced study, employment outside of an EC-12 educational setting, or cultural travel, shall be granted to any teacher with six (6) or more years of full-time continuous service to the District. To be eligible for this leave, a teacher must have served without leave for any purpose for six (6) years prior to application. Application for such leave shall be submitted in writing to the Superintendent or designee on or before March 1 of the calendar year in which the leave is to commence and shall state the reason for the request for leave. The Board in its sole discretion may grant such leave for a period of less than one (1) school year. The Board may revoke such leave if conditions of the leave are not maintained.

A teacher who has been granted a leave pursuant to this section shall not thereafter be eligible for another leave for a period of seven (7) years beginning with the 1981-82 school year. Upon return from such leave, the teacher shall be placed in the same position on the salary schedule as they were at the time the leave was granted unless the granting of such leave specifically included (action of the Board does not set a precedent) advancement on the salary schedule during the time of the leave and all other conditions of the leave have been satisfied.

**19.10 Education Meeting Leave**

It shall be the policy of the Board to allow and encourage teachers to attend or participate in educational meetings as delegates, officers, speakers, or participants. This includes such meetings as conferences, conventions, workshops, and clinics which have as their purpose programs which will improve the operation of the District, or the ability of the member of the instructional staff to perform duties more effectively.

Teachers shall be allowed to attend professional meetings, subject to administrative regulations consistent

with the following guidelines:

- A. The Board will reimburse, to the extent of the travel budget, for lodging, meals, and transportation expense(s) of teachers to one (1) approved educational conference per year held within the State of Illinois.
  1. Transportation expense will be reimbursed for the actual cost.
  2. Transportation expense will be allowed by the cheapest available mode of travel.
  3. The proposed attendance, requested in writing, must be approved in advance by the Superintendent or designee.
  4. The Board will provide a substitute at no expense to the teacher.
  5. Compensation of teachers shall not be reduced when attendance at professional meetings has been approved.
  6. Per diem payments and honorariums shall be retained by those to whom they have been paid.
- B. Attendance at meetings outside the state of Illinois, with expenses, may be approved by the Board upon written request with the recommendation of the Superintendent when a staff member appears on the program, when such attendance is in the interest of the system, or when the distance and expense are not too heavy. Substitutes, as necessary, will be provided at District expense. Per diem payments and honorariums shall be retained by those to whom they have been paid.
- C. The Board may allow partial expenses to be agreed upon when a teacher is a delegate to a meeting representing an organization or the Urbana School District.
- D. In general, it is expected that the teacher meeting students will not be away for more than a total of ten (10) days in a given school year.
- E. Teachers delegated to attend meetings by the School District shall do so with full reimbursement of travel expenses subject to the provisions as outlined in Article XXI, Section 21.03.
- F. Teachers shall be encouraged to hold office in professional organizations and may be granted released time to assume the duties of such office.

#### **19.11 Jury Duty**

The Board shall pay the regular salary to staff members called to serve as jurists or subpoenaed to appear as witnesses, provided this shall not be applicable in any action where the teacher and/or the Association are adverse parties to the Board. The teacher shall reimburse the Board for all per diem compensation received for jury duty on days school is in session. In no event shall this section apply with respect to a teacher subpoenaed as a witness in a civil case by someone other than the Board for more than a total of four (4) days per school year.

#### **19.12 Medical Leave**

A leave of absence for up to one hundred eighty (180) employment days, without pay, shall be granted to any tenured teacher and may be granted to any non-tenured teacher, upon application, for the purpose of recuperating from a major illness or accident. The Board, at its discretion, may request and the teacher shall provide a doctor's confirmation or other information requested by the Board, and, at the Board's request, the teacher shall promptly be available for an examination by a licensed physician selected and compensated by the Board. The Family Medical Leave Act (Art.19.22) may be applicable for all or part of this leave (up to twelve (12) weeks) as per board policy.

#### **19.13 Personal Leave of Absence**

Upon written request, tenured teacher may be granted a leave of absence for a period of up to one (1) year without pay. A non-tenured teacher may submit a written request for personal leave to be considered at the discretion of the Director of Human Resources.

Leave may not be taken for the purpose of employment within an EC-12 Educational setting within a 300 mile radius of the District. A teacher may submit a request for waiver of the distance requirement and/or nature of employment limitations. Application for leave shall be submitted in writing to Human Resources and shall state the purpose of the leave. The Board may revoke such leave if conditions of the leave are not maintained. The teacher shall receive no experience credit on the salary schedule for this leave.

**19.14 Religious Leave**

The Board shall grant one (1) day of religious leave without loss of pay for the observance of a recognized religious holiday of the teacher's faith. The Board shall grant a second day of such leave provided the teacher reimburses the Board the cost of a regular substitute. The teacher shall give notice to the immediate supervisor of intention to use such leave no later than 9:00 a.m. on the preceding teacher employment day. Nothing herein shall be construed as precluding the use of personal leave for such observances.

**19.15 Educational Visitation Leave**

A full-time teacher may request leave of absence to observe other classrooms in the Champaign-Urbana area. Such request shall be in writing to the Superintendent or designee and shall indicate the full particulars of such proposed visitation, the anticipated benefits to be derived therefrom, and whether the requested leave is with or without pay.

**19.16 Leave**

Any discretionary actions hereunder shall not be precedential with respect to the granting or withholding of any leave of absence.

**19.17 Unpaid Leave of Absence - Intention to Return**

Any teacher granted an unpaid leave of absence of eight (8) calendar months or more shall agree as a condition of such leave to advise the Superintendent or designee in writing of intention to return to full-time employment in the District no more than two hundred and forty (240) calendar days prior to the expiration date of such leave and no later than February 15 of the last year on leave.

Following at least one written and one phone contact completed by the employer between December 1 and February 1, failure to provide such notification shall be treated as a resignation.

**19.18 Unemployment Compensation - Waiver**

As a condition of any unpaid leave of absence, the teacher shall agree to waive any claim to unemployment compensation insurance payments during the periods of leave and any recess period immediately prior to or after such period of leave.

**19.19 Unpaid Leave of Absence - Unusual Circumstances**

Under unusual circumstances a teacher on unpaid leave of absence may apply for re-employment prior to the expiration of such leave and the Board shall grant such application if a position is available for which the teacher is fully certified and qualified and such re-employment will not create any liability or significant difficulties for the Board.

Similarly, if a teacher who has elected not to apply for parental leave of absence shall encounter unusual circumstances not known at the time of such election, the teacher may apply to the Board for an unpaid parental leave of not to exceed one (1) school year which may be granted by the Board in its sole discretion and without precedential effect and subject to such conditions as it may prescribe.

**19.20 District Service Leave**

In the event that a teacher takes a special leave of absence under a Board-initiated program, the Board will restore the teacher to the room, assignment and/or department at the building they left if the following conditions apply:

1. The special leave of absence was approved by the Board prior to the beginning of the leave, and this clause was invoked when the leave was requested;
2. The teacher is a tenured teacher with five or more years of service with District 116;
3. The leave of absence was for two years or less;
4. The teacher notified the District of their intent to return to their regular assignment prior to March 1st of the second year of the leave; and
5. The room and/or assignment has not been cut by reduction of staff or students.

If the room and/or assignment are not available, the teacher may return to a room and/or assignment in that building.

If the above conditions do not apply, the teacher will respond to the superintendent or their designee as provided in Article 19.17, Intention to Return.

**19.21 Family Medical Leave Act**

The Family Medical Leave Act allows certain qualified medical leaves, not to exceed twelve weeks. This may be full time or periodic and offers certain guarantees pertaining to job protection and insurance. This may be used in addition to or in place of sick leave for anticipated medical absences and must be applied for prior to the absence unless it is an emergency. The Family Medical Leave Act is explained in full board policy; application must be made to the Director of Human Resources.

**19.22 Presidential Service Leave**

In the event that the UEA membership approves a part time leave of absence for the Association president, the Board will annually grant a commensurate leave of absence of up to three (3) half days per week. The Association agrees to pay the cost for the substitute. There will be no loss of tenure or seniority. Seniority will accrue on a year-to-year basis. The president will be placed on the salary schedule at the step that recognizes no loss of movement for the teacher's time served as president.

**Article XX - Fringe Benefits**

**20.01 Retirement**

The compensation paid pursuant to the Compensation Schedule shall constitute a teacher's gross salary without deductions. From this gross salary the Board shall deduct and remit to the State of Illinois Teachers' Retirement System, to be applied to the retirement account of such teacher, a retirement payment as required by TRS. Said payments shall include the payment which teachers are required to contribute for survivors' benefits. It is the intent of the parties by this Agreement to qualify the payments to the Illinois Teachers' Retirement System as "picked-up" contributions within the meaning of Section 414 (h) (2) of the Internal Revenue Code so as to be excludable from the gross income of all teachers. The teachers shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the State of Illinois Teachers' Retirement System.

No teacher shall have the option of choosing to receive the amounts to be remitted to the State of Illinois Teachers' Retirement System.

The amount due each teacher pursuant to such Compensation Schedule shall be payable to the teacher as salary installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all amounts required to be paid to the State of Illinois Teachers' Retirement System for the account of such teacher.

Internal Revenue Service Revenue ruling indicate that the amounts paid to the State of Illinois Teachers' Retirement System are properly excludable from the gross income of the teacher for income taxation purposes, and the District will not withhold Federal and State income taxes on such amounts paid to the State of Illinois Teachers' Retirement System for the teachers.

**20.02 Insurance**

**A. Health**

The Board shall maintain an Employee Health Benefit Fund by providing a fringe benefit allowance for health insurance costs per employee.

Beginning with school year 2023-2024, the Board's contribution towards the monthly single health

insurance premium shall be up to \$800 per month, for any employee enrolled in a traditional health insurance plan offering. In subsequent years, the Board's contribution towards the monthly premium shall increase by \$50. A traditional health insurance plan, as defined by this agreement, encompasses all health plan structures with the exception of a High Deductible Health Plan/Health Savings Account Plan (HSA plan).

If future premiums for the lowest traditional health plan exceed the Board's contribution amount as defined in the preceding paragraph, in no event shall an employee enrolled in the lowest traditional health insurance plan contribute more than 10% of the total monthly premium for single coverage for that plan.

For any employee enrolled in an HSA plan offering, in addition to the full cost of the single health insurance premium, the Board shall contribute \$100 per month towards the employee's HSA account.

For any employee enrolled in an employee plus one or family health plan, the Board shall contribute an additional \$100 per month towards the employee plus one or family health plan premium.

Any health insurance premiums that exceed the Board's contributions shall be paid by the employee by payroll deductions in equal payments according to the number of pays scheduled for the year.

Any employee may choose to take an annual contribution to the Employee Benefit Allowance plan as described in B.

**B. Employee Benefit Allowance**

Bargaining unit members who are eligible but who do not participate in the health insurance plan shall receive an Employee Benefit Allowance in the amount of \$3000 in lieu of the employee's annual District-paid health insurance premium.

During health insurance annual election, any employee eligible for district-paid health insurance benefits can decline the individual single-subscriber health insurance and instead choose an Employee Benefit Allowance. Employees must show proof of enrollment in a separate health insurance program providing "minimum essential coverage" to be able to decline the School District sponsored insurance and receive the Employee Benefit Allowance.

A waiver form must be signed each year prior to the Annual Open Enrollment deadline date that the insurance coverage will be declined (rejoining at a later date could require a waiting period before pre-existing conditions would be covered). Those employees hired after the start of the school year will receive an Employee Benefit Allowance prorated from the date of hire. Details and forms are available in the District Insurance and Business offices.

Any pension or tax liability resulting from this benefit package will be the obligation of the employee.

**C. Dental**

If obtainable, the district shall provide a group dental insurance plan. All premium costs for the plan shall be paid for by the employee.

**D. Life**

A ten thousand dollar (\$10,000) group term life insurance policy will be provided at Board expense for each teacher teaching half-time or more, provided this allowance shall be reduced pro rata for any teacher who shall be employed less than half-time for the entire school year. In addition, the board shall provide an allowance to cover the cost for group life insurance as provided in this article.

Supplemental options will be made available to the employee via payroll deduction. Life insurance purchased within 30 days of the employee's hire date or during the Open Enrollment period is not subject to medical certification.

#### **E. Insurance Committee**

An Insurance Committee will be formed no later than September 1 of each year. The committee will consist of:

Five (5) UEA bargaining unit members appointed by the Association, one of which is a co-chair

Two (2) District Administrators, one of which is a co-chair

Two (2) representatives from other employee groups (i.e. secretaries, custodians/maintenance)

All committee members shall be currently enrolled in the District 116 health insurance plan. The co-chairs of the committee will be responsible for scheduling meetings and preparing written information for the meetings. The committee will meet as necessary, but at least quarterly. The committee will:

- Provide regular and timely communication with participants
- Recommend changes (reduction or enhancements) to the benefit structure based on industry standards, actuarial data, plan performance, claims history, and other applicable data
- Consult with experts as needed and periodically participate with the District in obtaining quotes from alternate insurance carriers
- Have access to all information and data needed to carry out their responsibilities, including master policies, benefit documents, claim procedures and experience, etc.
- Consider all options which are in the best interest of the plan, taking into account, without limitation, benefit designs and options, cost savings, cost containment options, managed care, preventative and wellness programs and the like
- Consider modifications of the benefits currently in effect, selection of insurance, selection of managed care networks and brokers, and establishment of premium levels for single and dependent coverage
- Educate plan participants concerning the Insurance Plan and the options and alternatives available to each participant

The committee will provide the Board with plan recommendations by a date agreed upon by the co-chairs and the recommendation will not be unreasonably rejected

#### **20.03 Leave Insurance Option**

The health insurance and employee benefit allowance provisions of the preceding Section 20.02A and B shall be applicable to any teacher in pay status while utilizing paid benefit time or to any teacher on an unpaid Family and Medical Leave Act leave of absence. Teachers in unpaid status shall be given the opportunity to continue with their plan if they pay the monthly premiums, including the district contribution, and once the teacher returns to paid status, they will be entitled to begin to receive again the district's contribution toward health insurance premiums.

#### **20.04 Retiree Insurance**

With the express written consent of the insurance carriers, teachers who retire on or after August 16, 2007 may continue to participate in the Board's group insurance programs at their own expense up to attaining age 65, at which time options will be made available to them by the Board. Retirees enrolled in the district health plan prior to August 16, 2007 will be allowed to continue to age 70. All premiums here shall be transmitted to the Business Office of the Board in advance. The Board shall not be obligated hereunder to advance premiums for any retired teacher nor to continue coverage upon the failure of any person to make timely payment.

#### **20.05 Honorably Dismissed Teacher Insurance Option**

If a teacher is terminated during the current school term by reason of reduction of staff or curtailment of programs, the teacher may remain a member of the group insurance plans until the first official day of the subsequent school term following such termination. The teacher shall pay the cost of the premium. In the

event any such teacher is rehired for the fall semester that teacher shall be reimbursed for all premiums paid, except for any premiums which shall be the responsibility of the teacher.

**20.06 Patient Protection and Affordable Care Act**

If at any time during the term of this Agreement, a change in federal or state laws or regulations becomes effective which affects the cost or availability of any of the employee healthcare benefits offered under this agreement, the parties hereto agree to reopen the Agreement for the express limited purpose of renegotiating the affected provisions.

**Article XXI—Professional Compensation and Related Provisions**

**21.01 Experience Credit**

Effective with the 2023-2024 school year, a newly hired teacher shall be awarded year for year, not step-for-step, credit on the salary schedule for outside teaching experience, through the final row of the salary schedule. Teachers with part-time teaching experience will receive prorated credit.

Any teacher erroneously placed pursuant to this section shall immediately be moved to the correct step. No retroactive pay shall be awarded for such move.

**21.02 Compensation Schedule**

Certified staff who enter row 16 in the BA or BA + 15 educational columns of the 2007-2008 salary schedule or after, who do not earn a Master’s degree or BA +60, will remain on row 16. These employees will not receive step movement, and will only receive the base increase. In the year they earn additional education credits for horizontal movement to a Master’s degree or BA +60, they will then be advanced to row 17. Once moved to row 17, they will begin to receive step movement again at a rate of two steps per year until they have reached the row corresponding to their years of service. Horizontal movement beyond BA +60 cannot occur for any Certified staff until MA +15 is obtained.

Speech Language Pathologists, Social Workers, and Psychologists will initially be placed on the salary schedule at a minimum of MA+30, step 1. Years of experience will be awarded from there, based on section 21.01.

Any certified staff who is not already “off schedule”, upon reaching step 30 will remain at step 30. No additional certified staff will move off the salary schedule.

**TEACHER SALARY SCHEDULES**

For the 2023-2024 school year: Licensed faculty will receive a \$3,100 increase applied to each cell of the 2022-2023 salary schedule plus their step raise for 1 year of vertical movement on the salary schedule along with any additional horizontal/education placement change as laid out in this agreement. Those that have previously moved off the salary schedule will receive \$4,000 added to their salary from 2022-2023.

For the 2024-2025 school year: Licensed faculty will receive a \$2,000 increase applied to each cell of the 2023-2024 salary schedule plus their step raise for 1 year of vertical movement on the salary schedule along with any additional horizontal/education placement change as laid out in this agreement. Those that have previously moved off the salary schedule will receive \$3,200 added to their salary from 2023-2024.

For the 2025-2026 school year: Licensed faculty will receive a \$2,000 increase applied to each cell of the 2024-2025 salary schedule plus their step raise for 1 year of vertical movement on the salary schedule along with any additional horizontal/education placement change as laid out in this agreement. Those that have previously moved off the salary schedule will receive \$3,200 added to their salary from 2024-2025.





| <b>Licensed Salary Schedule<br/>2023-2024</b>   |           |              |                 |              |              |              |              |
|---|-----------|--------------|-----------------|--------------|--------------|--------------|--------------|
| <b>STEP</b>   | <b>BA</b> | <b>BA+15</b> | <b>MA/BA+60</b> | <b>MA+15</b> | <b>MA+30</b> | <b>MA+45</b> | <b>MA+60</b> |
| 1   | \$50,050  | \$50,900     | \$52,200        | \$53,700     | \$55,550     | \$57,850     | \$60,150     |
| 2   | \$50,300  | \$51,150     | \$52,450        | \$53,950     | \$56,050     | \$58,350     | \$60,400     |
| 3   | \$50,550  | \$51,400     | \$52,700        | \$54,200     | \$56,550     | \$58,850     | \$60,650     |
| 4   | \$50,800  | \$51,650     | \$52,950        | \$54,450     | \$56,800     | \$59,350     | \$61,150     |
| 5   | \$51,050  | \$51,900     | \$53,200        | \$54,700     | \$57,050     | \$59,850     | \$61,650     |
| 6   | \$51,300  | \$52,150     | \$53,450        | \$55,200     | \$57,550     | \$60,350     | \$62,150     |
| 7   | \$51,550  | \$52,400     | \$53,700        | \$55,700     | \$58,050     | \$60,850     | \$62,650     |
| 8   | \$52,050  | \$52,650     | \$54,200        | \$56,450     | \$58,550     | \$61,600     | \$63,150     |
| 9   | \$52,550  | \$53,150     | \$54,700        | \$57,200     | \$59,300     | \$62,350     | \$63,900     |
| 10  | \$53,550  | \$54,150     | \$55,700        | \$57,950     | \$60,300     | \$63,350     | \$64,900     |
| 11  | \$54,550  | \$55,150     | \$56,950        | \$58,950     | \$61,550     | \$64,350     | \$66,150     |
| 12  | \$55,550  | \$56,150     | \$58,200        | \$59,950     | \$62,800     | \$65,350     | \$67,400     |
| 13  | \$56,550  | \$57,150     | \$59,450        | \$60,950     | \$64,050     | \$66,350     | \$68,650     |
| 14  | \$57,550  | \$58,150     | \$60,700        | \$61,950     | \$65,300     | \$67,350     | \$70,150     |
| 15  | \$58,550  | \$59,150     | \$61,950        | \$62,950     | \$66,800     | \$68,850     | \$71,650     |
| 16  | \$59,550  | \$60,150     | \$63,200        | \$64,200     | \$68,300     | \$70,350     | \$73,400     |
| 17  |           |              | \$64,450        | \$65,450     | \$69,800     | \$71,850     | \$75,150     |
| 18  |           |              | \$65,700        | \$66,950     | \$71,300     | \$73,350     | \$76,900     |
| 19  |           |              | \$66,950        | \$68,450     | \$72,800     | \$74,850     | \$78,650     |
| 20  |           |              | \$68,200        | \$69,950     | \$74,300     | \$76,350     | \$80,150     |
| 21  |           |              | \$69,450        | \$71,450     | \$75,550     | \$77,850     | \$81,650     |
| 22  |           |              | \$70,700        | \$72,950     | \$76,800     | \$79,350     | \$83,150     |
| 23  |           |              | \$71,950        | \$74,450     | \$78,050     | \$80,850     | \$84,650     |
| 24  |           |              | \$73,200        | \$75,700     | \$79,300     | \$82,350     | \$86,150     |
| 25  |           |              | \$74,450        | \$76,950     | \$80,550     | \$83,850     | \$87,650     |
| 26  |           |              | \$75,700        | \$78,200     | \$81,800     | \$85,100     | \$89,150     |
| 27  |           |              | \$76,950        | \$79,450     | \$83,050     | \$86,350     | \$90,650     |
| 28  |           |              | \$78,200        | \$80,700     | \$84,300     | \$87,600     | \$92,150     |
| 29  |           |              | \$79,450        | \$81,950     | \$85,300     | \$88,850     | \$93,650     |
| 30  |           |              | \$80,700        | \$83,450     | \$86,550     | \$90,100     | \$95,150     |
| Those that have moved off the salary schedule<br>will receive a \$4,000 increase to their 2022-2023 salary. |           |              |                 |              |              |              |              |

| <b>Licensed Salary Schedule<br/>2024-2025</b>   |           |              |                 |              |              |              |              |
|---|-----------|--------------|-----------------|--------------|--------------|--------------|--------------|
| <b>STEP</b>   | <b>BA</b> | <b>BA+15</b> | <b>MA/BA+60</b> | <b>MA+15</b> | <b>MA+30</b> | <b>MA+45</b> | <b>MA+60</b> |
| 1   | \$52,050  | \$52,900     | \$54,200        | \$55,700     | \$57,550     | \$59,850     | \$62,150     |
| 2   | \$52,300  | \$53,150     | \$54,450        | \$55,950     | \$58,050     | \$60,350     | \$62,400     |
| 3   | \$52,550  | \$53,400     | \$54,700        | \$56,200     | \$58,550     | \$60,850     | \$62,650     |
| 4   | \$52,800  | \$53,650     | \$54,950        | \$56,450     | \$58,800     | \$61,350     | \$63,150     |
| 5   | \$53,050  | \$53,900     | \$55,200        | \$56,700     | \$59,050     | \$61,850     | \$63,650     |
| 6   | \$53,300  | \$54,150     | \$55,450        | \$57,200     | \$59,550     | \$62,350     | \$64,150     |
| 7   | \$53,550  | \$54,400     | \$55,700        | \$57,700     | \$60,050     | \$62,850     | \$64,650     |
| 8   | \$54,050  | \$54,650     | \$56,200        | \$58,450     | \$60,550     | \$63,600     | \$65,150     |
| 9   | \$54,550  | \$55,150     | \$56,700        | \$59,200     | \$61,300     | \$64,350     | \$65,900     |
| 10  | \$55,550  | \$56,150     | \$57,700        | \$59,950     | \$62,300     | \$65,350     | \$66,900     |
| 11  | \$56,550  | \$57,150     | \$58,950        | \$60,950     | \$63,550     | \$66,350     | \$68,150     |
| 12  | \$57,550  | \$58,150     | \$60,200        | \$61,950     | \$64,800     | \$67,350     | \$69,400     |
| 13  | \$58,550  | \$59,150     | \$61,450        | \$62,950     | \$66,050     | \$68,350     | \$70,650     |
| 14  | \$59,550  | \$60,150     | \$62,700        | \$63,950     | \$67,300     | \$69,350     | \$72,150     |
| 15  | \$60,550  | \$61,150     | \$63,950        | \$64,950     | \$68,800     | \$70,850     | \$73,650     |
| 16  | \$61,550  | \$62,150     | \$65,200        | \$66,200     | \$70,300     | \$72,350     | \$75,400     |
| 17  |           |              | \$66,450        | \$67,450     | \$71,800     | \$73,850     | \$77,150     |
| 18  |           |              | \$67,700        | \$68,950     | \$73,300     | \$75,350     | \$78,900     |
| 19  |           |              | \$68,950        | \$70,450     | \$74,800     | \$76,850     | \$80,650     |
| 20  |           |              | \$70,200        | \$71,950     | \$76,300     | \$78,350     | \$82,150     |
| 21  |           |              | \$71,450        | \$73,450     | \$77,550     | \$79,850     | \$83,650     |
| 22  |           |              | \$72,700        | \$74,950     | \$78,800     | \$81,350     | \$85,150     |
| 23  |           |              | \$73,950        | \$76,450     | \$80,050     | \$82,850     | \$86,650     |
| 24  |           |              | \$75,200        | \$77,700     | \$81,300     | \$84,350     | \$88,150     |
| 25  |           |              | \$76,450        | \$78,950     | \$82,550     | \$85,850     | \$89,650     |
| 26  |           |              | \$77,700        | \$80,200     | \$83,800     | \$87,100     | \$91,150     |
| 27  |           |              | \$78,950        | \$81,450     | \$85,050     | \$88,350     | \$92,650     |
| 28  |           |              | \$80,200        | \$82,700     | \$86,300     | \$89,600     | \$94,150     |
| 29  |           |              | \$81,450        | \$83,950     | \$87,300     | \$90,850     | \$95,650     |
| 30  |           |              | \$82,700        | \$85,450     | \$88,550     | \$92,100     | \$97,150     |
| Those that have moved off the salary schedule<br>will receive a \$3,200 increase to their 2023-2024 salary. |           |              |                 |              |              |              |              |

| <b>Licensed Salary Schedule<br/>2025-2026</b>   |           |              |                 |              |              |              |              |
|---|-----------|--------------|-----------------|--------------|--------------|--------------|--------------|
| <b>STEP</b>   | <b>BA</b> | <b>BA+15</b> | <b>MA/BA+60</b> | <b>MA+15</b> | <b>MA+30</b> | <b>MA+45</b> | <b>MA+60</b> |
| 1   | \$54,050  | \$54,900     | \$56,200        | \$57,700     | \$59,550     | \$61,850     | \$64,150     |
| 2   | \$54,300  | \$55,150     | \$56,450        | \$57,950     | \$60,050     | \$62,350     | \$64,400     |
| 3   | \$54,550  | \$55,400     | \$56,700        | \$58,200     | \$60,550     | \$62,850     | \$64,650     |
| 4   | \$54,800  | \$55,650     | \$56,950        | \$58,450     | \$60,800     | \$63,350     | \$65,150     |
| 5   | \$55,050  | \$55,900     | \$57,200        | \$58,700     | \$61,050     | \$63,850     | \$65,650     |
| 6   | \$55,300  | \$56,150     | \$57,450        | \$59,200     | \$61,550     | \$64,350     | \$66,150     |
| 7   | \$55,550  | \$56,400     | \$57,700        | \$59,700     | \$62,050     | \$64,850     | \$66,650     |
| 8   | \$56,050  | \$56,650     | \$58,200        | \$60,450     | \$62,550     | \$65,600     | \$67,150     |
| 9   | \$56,550  | \$57,150     | \$58,700        | \$61,200     | \$63,300     | \$66,350     | \$67,900     |
| 10  | \$57,550  | \$58,150     | \$59,700        | \$61,950     | \$64,300     | \$67,350     | \$68,900     |
| 11  | \$58,550  | \$59,150     | \$60,950        | \$62,950     | \$65,550     | \$68,350     | \$70,150     |
| 12  | \$59,550  | \$60,150     | \$62,200        | \$63,950     | \$66,800     | \$69,350     | \$71,400     |
| 13  | \$60,550  | \$61,150     | \$63,450        | \$64,950     | \$68,050     | \$70,350     | \$72,650     |
| 14  | \$61,550  | \$62,150     | \$64,700        | \$65,950     | \$69,300     | \$71,350     | \$74,150     |
| 15  | \$62,550  | \$63,150     | \$65,950        | \$66,950     | \$70,800     | \$72,850     | \$75,650     |
| 16  | \$63,550  | \$64,150     | \$67,200        | \$68,200     | \$72,300     | \$74,350     | \$77,400     |
| 17  |           |              | \$68,450        | \$69,450     | \$73,800     | \$75,850     | \$79,150     |
| 18  |           |              | \$69,700        | \$70,950     | \$75,300     | \$77,350     | \$80,900     |
| 19  |           |              | \$70,950        | \$72,450     | \$76,800     | \$78,850     | \$82,650     |
| 20  |           |              | \$72,200        | \$73,950     | \$78,300     | \$80,350     | \$84,150     |
| 21  |           |              | \$73,450        | \$75,450     | \$79,550     | \$81,850     | \$85,650     |
| 22  |           |              | \$74,700        | \$76,950     | \$80,800     | \$83,350     | \$87,150     |
| 23  |           |              | \$75,950        | \$78,450     | \$82,050     | \$84,850     | \$88,650     |
| 24  |           |              | \$77,200        | \$79,700     | \$83,300     | \$86,350     | \$90,150     |
| 25  |           |              | \$78,450        | \$80,950     | \$84,550     | \$87,850     | \$91,650     |
| 26  |           |              | \$79,700        | \$82,200     | \$85,800     | \$89,100     | \$93,150     |
| 27  |           |              | \$80,950        | \$83,450     | \$87,050     | \$90,350     | \$94,650     |
| 28  |           |              | \$82,200        | \$84,700     | \$88,300     | \$91,600     | \$96,150     |
| 29  |           |              | \$83,450        | \$85,950     | \$89,300     | \$92,850     | \$97,650     |
| 30  |           |              | \$84,700        | \$87,450     | \$90,550     | \$94,100     | \$99,150     |
| Those that have moved off the salary schedule<br>will receive a \$3,200 increase to their 2024-2025 salary. |           |              |                 |              |              |              |              |

**21.03 Reimbursement for Travel Expenses**

The following reimbursement for mileage shall be paid for employee travel:

- A. Out-of-District Travel - Teachers shall be reimbursed for all approved mileage to perform their assigned duties outside the District at the rate authorized by the Internal Revenue Service for deductions from individual tax returns without documentation as to actual costs. Such rate shall be that in effect at the start of the school semester. All employee travel shall be subject to Board Policy 5:60 - Expenses.
- B. In-District Travel - Each employee who has approved mileage for travel within the District shall keep a record of daily mileage. This mileage shall be reimbursed at a rate established by multiplying the number of miles by the rate authorized by the Internal Revenue Service for deductions from individual tax returns without documentation as to actual cost. Mileage reimbursement requests submitted for payment by the 5th day of each month will be reimbursed in that month. Those received later will be paid the following month.

**21.04 Part-Time Teacher Experience Credit**

Any teacher teaching one-half (1/2) time or more in the District shall be given one (1) full year's credit on the salary schedule.

**21.05 Military Service - Experience Credit**

For the purpose of this section, years of military service shall be equivalent to years of teaching experience for advancement on the salary schedule to a maximum of three (3) years provided this paragraph shall not apply to any teacher employed subsequent to the 1974-75 school term whose military service was voluntary.

**21.06 Education Credit**

When a faculty member has earned the right to a higher salary bracket by reason of increased professional training, including the completion of the Pathways Program Contracts (or contracts of a similar nature) courses and years of service agreements, the transfer shall be made at the beginning of the next contractual year. Educational (horizontal) movement on the salary schedule will be limited to two (2) horizontal education lanes per school year for teachers in their first 15 years of creditable service, and one (1) horizontal education lane per school year for teachers with 16 or more years of creditable service. Certification of earned credits for this purpose shall be by transcript or certificate of completion and filed in the Superintendent's office sixty (60) days after completion of such credit.

**21.07 Salary Advancement - Beyond Master's Degree**

For access to lanes beyond the Master's Degree a teacher shall:

- A. Be enrolled in a program leading toward an advanced degree, and/or
- B. Have courses taken for salary credit placement approved by the Superintendent or designee. Advanced degree programs or courses which a teacher takes that directly relate to the teacher's area of instruction shall be approved by the Superintendent or designees.

**21.08 Payroll Installments**

Payroll checks will be issued beginning on Friday, September 8th, 2023, and alternating Fridays thereafter. Should there be more than twenty-six (26) paydays, scheduled paychecks will be prorated to include the additional payday.

If a regular pay date falls on a national holiday on which banks are closed, teachers shall receive their pay on the banking business day immediately prior. During the summer period, checks shall be mailed on the regular pay date to the designated address of the employee. The Association and the Employer encourage all employees to participate in direct deposit.

If negotiations are not concluded on or before August 30 of any year, the first paycheck of the new school year will be reflective of the prior year's salary schedule. Any necessary adjustments due to an increase in

salary shall be reflected in the next paycheck, providing a settlement has been reached ten (10) days in advance of the next pay date.

Brand new hires to the district that attend New Teacher Orientation will receive a \$100 per day paid on the bi-weekly payday reflective of the pay period dates in which those days were worked.

The district reserves the right to change these dates to accommodate its electronic timekeeping system.

**21.09 Payroll Deductions - Additional**

Authorization for payroll deductions, other than those required legally and by this Agreement, shall be authorized by written consent of the professional employee on a form supplied by the District provided the Board may adopt reasonable and appropriate regulations governing such deductions.

**21.10 Salary Balance - Upon Termination of Employment**

A teacher whose employment terminates prior to the end of the school year will be paid the remainder of their final salary on the next regularly scheduled payday applicable to the pay period that includes the teacher's last day worked. A teacher whose employment terminates for any-reason except reduction-in-force may be entitled to participate starting with the month following their last day of work in the group health insurance plan through COBRA continuation rights.

A teacher whose payment schedule is annualized over 12-months, whose employment terminates following the end of the school year because of reduction in force, resignation, or non-reemployment, will continue to be paid the remainder of their final salary through the last pay day in August. Retirees will be paid the remainder of their final salary by the last pay day in June.

**Article XXII - Supplemental Pay Schedule and Regulations**

**22.01 Supplemental Pay Schedule**

All of the following percentages will be calculated on the amount at 95% of the amount of cell 1A (step 1, BA lane) of the year's salary schedule for the duration of this Collective Bargaining Agreement.

The BOE and UEA agree to annually work together (via the Supplemental Pay Committee) to align, re-evaluate, and adapt the Supplemental Pay schedule and regulations. Thus, the regulations and schedule (below) will be in place for the first school year of this contract period and are subject to change as determined by the annual review committee for subsequent school years.

General Supplemental Pay Regulations:

- No one individual can hold more than 5 supplemental pay positions (listed below), unless all held positions have been posted or made available to all USD116 staff without interest from any other qualified individuals.
- Should any of the supplemental pay positions be included in a building's master schedule as a course offering, the staff member(s) teaching that course can no longer receive the related stipend for that school year.
- Staff members holding any of these supplemental pay positions cannot receive any of the stipend percentage if:
  - They are allotted release time related to the position's duties (not to include athletic leave)
  - The position's duties are completed during the contractual school day
  - This excludes: H.S. Yearbook, M.S. Yearbook, H.S. Newspaper/Journalism

Athletics Positions Regulations:

- An additional assistant coach may be allotted for sports teams that have more than 50 student athletes at the start of the regular season, at the same first assistant's group amount. Requests for

an additional assistant should formally be made to the building Athletic Director. If an additional assistant coach is allotted one season, it is not guaranteed the following season.

- In the case that an assistant coach position is not filled, 25% of that unfilled position’s supplemental pay amount will go to the head coach for that sport.
- After BOE approval of any new sports team not listed below, that sports team’s head coach will be placed in group 3 for high school and group 5 for middle school at a minimum.
- In the event a single season additional assistant coach is granted, that position will be paid at the group 4 percent for high school and group 5 percent for middle school at a minimum.

The [link](#) to New and Full-Status Club Proposal Forms - Can be found on the district website.

**Supplemental Pay Schedule**

(Below is the 2022-2023 Schedule. Annual updates will be posted to the USD#116 HR website.)

| Assignment | Years of Activity |        |        |
|------------|-------------------|--------|--------|
|            | 1-2               | 3-4    | 5+     |
| Group 1    | 16.38%            | 17.29% | 18.20% |
| Group 2    | 12.74%            | 13.65% | 14.56% |
| Group 3    | 10.92%            | 11.83% | 12.74% |
| Group 4    | 7.28%             | 8.19%  | 9.10%  |
| Group 5    | 5.46%             | 6.37%  | 7.28%  |
| Group 6    | 3.64%             | 4.55%  | 5.46%  |

| Athletics                       |  | Group | Music & Fine Arts                       |  | Group |
|---------------------------------|--|-------|---|--|-------|
| H.S. Asst. Cross Country        |  | 4     | All City Band                           |  | 6     |
| H.S. Asst. Freshman Football    |  | 4     | All City Strings                        |  | 6     |
| H.S. Asst. Soccer               |  | 3     | H.S. A Cappella                         |  | 3     |
| H.S. Asst. Softball             |  | 4     | H.S. Asst. Band Director                |  | 4     |
| H.S. Asst. Sophomore Football   |  | 3     | H.S. Band Director                      |  | 1     |
| H.S. Asst. Swimming (2)         |  | 4     | H.S. Choir Accompanist                  |  | 6     |
| H.S. Asst. Tennis               |  | 4     | H.S. Choir Director                     |  | 2     |
| H.S. Asst. Track                |  | 3     | H.S. Drama/Theatre Program Director     |  | 4     |
| H.S. Asst. Varsity Football (2) |  | 3     | H.S. Fall Musical Director (2)          |  | 6     |
| H.S. Asst. Volleyball (2)       |  | 4     | H.S. Jazz Band                          |  | 5     |
| H.S. Asst. Wrestling            |  | 3     | H.S. Musical (Fall Vocal & Accompanist) |  | 6     |
| H.S. Frosh/Soph Baseball        |  | 4     | H.S. Musical (Spr. Vocal & Accompanist) |  | 6     |

|                                    |   |  |                                  |                         |
|------------------------------------|---|--|----------------------------------|-------------------------|
| H.S. Head Baseball                 | 3 |  | H.S. Musical Pit Director (2)    | 6                       |
| H.S. Head Basketball               | 1 |  | H.S. Orchestra Director          | 2                       |
| H.S. Head Cross Country            | 3 |  | H.S. Spring Musical Director (2) | 6                       |
| H.S. Head Football                 | 1 |  | H.S. Winter Play Director (2)    | 6                       |
| H.S. Head Frosh Basketball         | 3 |  | M.S. Asst. Band Dir.             | 5                       |
| H.S. Head Frosh Football           | 3 |  | M.S. Band Director               | 2                       |
| H.S. Head Golf                     | 3 |  | M.S. Choir Director              | 2                       |
| H.S. Head Soccer                   | 2 |  | M.S. Orchestra Dir.              | 2                       |
| H.S. Head Softball                 | 3 |  | M.S. Jazz Band                   | 5                       |
| H.S. Head Soph Basketball          | 2 |  | M.S. Musical Director (2)        | 6                       |
| H.S. Head Soph Football            | 2 |  | M.S. EBU Music Assistant Program | 4                       |
| H.S. Head Swimming                 | 3 |  |                                  |                         |
| H.S. Head Tennis                   | 3 |  | <b>Clubs &amp; Academics</b>     | <b>Group</b>            |
| H.S. Head Track                    | 1 |  | Elemen Club Sponsor (3/building) | 6                       |
| H.S. Head Varsity Cheerleading     | 2 |  | Elemen Tech Cadre (2/building)   | 6                       |
| H.S. Head Volleyball               | 3 |  | H.S. Club Sponsors:              | 6                       |
| H.S. Head Wrestling                | 1 |  | Art                              | Minority Enrich Prog.   |
| H.S. Sophomore Cheerleading        | 4 |  | GSA                              | Model UN                |
| H.S. Fall/Winter Weight Training   | 4 |  | Social Justice Comm              | National Honors Society |
| H.S. Winter/Spring Weight Training | 4 |  | Key Club                         | Science Olympiad        |
| M.S. 7th Gr. Basketball            | 4 |  | Math                             |                         |
| M.S. 7th Gr. Volleyball            | 5 |  | H.S. Department Head (9)         | 5                       |
| M.S. 8th Gr. Basketball            | 4 |  | H.S. Newspaper/Journalism        | 4                       |
| M.S. 8th Gr. Volleyball            | 5 |  | H.S. FFA                         | 4                       |
| M.S. Asst. Cross Country           | 5 |  | H.S. Habitat for Humanity        | 4                       |
| M.S. Asst. Track (2)               | 5 |  | H.S. Student Senate              | 3                       |
| M.S. Athletic Director             | 1 |  | H.S. Yearbook                    | 3                       |
| M.S. Baseball                      | 5 |  | M.S. Club Sponsors:              | 6                       |
| M.S. Cheerleading                  | 4 |  | Color Guard                      | Step/Dance Team         |
| M.S. Head Cross Country            | 4 |  | Future City                      | USTEM                   |

|                                  |         |  |  |         |
|----------------------------------|---------|--|--|---------|
| M.S. Head Track                  | 4       |  | GSA                                    |         |
| M.S. Wrestling                   | 4       |  | M.S. Curriculum Coordinator (8)        | 5       |
| M.S. Softball                    | 5       |  | M.S. Student Council                   | 4       |
|                                  |         |  | M.S. Team Facilitator (9)              | 5       |
|                                  |         |  | M.S. Yearbook                          | 5       |
|                                  |         |  | M.S. RtI Coordinator                   | 5       |
| <b>*Annual Stipends</b>          |         |  |  |         |
| District Library Coordinator     | \$2,500 |  | H.S. Marching Band (Color Guard)       | \$4,000 |
| District Music Coordinator       | \$6,400 |  | H.S. Marching Band (Percussion)        | \$3,000 |
| District OTA Supervision         | \$8,000 |  | H.S. Spring Musical Choreographer      | \$1,000 |
| District TCI Trainer (x4)        | \$2,800 |  | Junior Class Sponsor                   | 4.55%   |
| Elementary Fine Arts Coordinator | \$2,500 |  | M.S. Events Light & Sound Director     | \$1,500 |
| Elementary PE Coordinator        | \$2,500 |  | PD Cadre (5 UHS, 5 UMS & 3/Elem)       | \$1,500 |
| H.S. Auditorium Manager          | \$1,500 |  | Senior Class Sponsor                   | 5.46%   |
| H.S. Fall Musical Choreographer  | \$1,000 |  | Sophomore & Freshman Class Sponsor (2) | 3.64%   |
|                                  |         |  | UHS Interact Club                      | \$1,500 |

\*Additionally, a list of annual stipend differentials that are not based on the above supplemental pay percentages will be reviewed by the Supplemental Committee and shared with staff annually.

**22.02 Former Secondary Dean Stipends**

Teachers who, in addition to their regular assignment, also received a stipend during the 2019-2020 school year to perform the job duties formerly performed by secondary deans, shall continue to receive a stipend representing 20% of the base salary, as long as they continue to perform the job duties formerly performed by the deans.

**22.03 Extended Contracts**

The salary of any teacher who has an extended contract shall be calculated by dividing the annual salary by one hundred eight-five (185) days multiplied by the number of days of the extended contract.

In the event that the district receives sufficient funding to allow extension of the current 185 day school year, the additional salary of every teacher shall be calculated by dividing the annual salary by 185 days multiplied by the number of days of the extended contract. The extended year will not exceed a total of four (4) additional days during the term of this contract.



**Article XXIII - Duration**

**23.01 Terms of Agreement**

This agreement shall be effective August 14, 2023, and shall continue in effect until August 10, 2026.

In witness thereof:

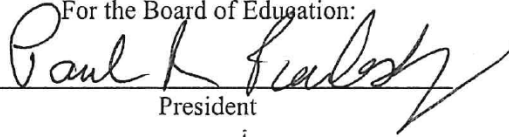
For the Association:



\_\_\_\_\_  
President

*Kathleen Carter*  
\_\_\_\_\_  
Secretary

For the Board of Education:



\_\_\_\_\_  
President

*Brenda Z. Carter*  
\_\_\_\_\_  
Secretary

Secretary

## Appendix I

### *Memorandums of Agreement*

As per Article 4.01, Memorandum of Agreements negotiated during the life of the Agreement are subject to Article IV of the Agreement.

#### **1. Coaches' Due Process**

Upon the Athletic Director position being withdrawn from the bargaining unit and becoming an administrative position, as per the May 13, 1997 Memorandum of Agreement, the Board and the Association agree;

- a. That a dismissed assistant coach will have the right to a meeting with the Athletic Administrator. Any dismissed head coach will have the right to a meeting with the appropriate principal at either the high school or middle school. We understand that the judgment of the administrator is final and that no formalized process beyond this will be forthcoming.
- b. That in the event that the Athletic Director is acting as head coach, then the dismissed assistant coach will have the right to a meeting with the appropriate principal. The judgment of the principal is final.
- c. The district agrees to adhere to the IHSA Rules and Regulations, Section 2.070, Qualifications of Coaches.
- d. The UEA will be represented during the interview process for the Athletic administrator. We agree that the coaching staff will nominate someone to be a part of this process.

#### **2. Health Insurance**

The BOE agrees to form a committee made up of twelve (12) persons. The committee will be chaired jointly by the Director of Human Resources and the UEA President. The committee chairs are included in the total committee count. The committee shall meet yearly with ample time given, so as to be in a position to make a timely recommendation to the Board of Education on health insurance prior to the date of renewal which recommendation shall not be unreasonably rejected.

#### **3. District Retirement Enhancement Program**

The Board of Education will provide to its licensed teaching staff a retirement enhancement that will include and be subject to the following provisions:

##### 1. To be eligible:

- The teacher shall have a minimum of ten (10) years of continuous full-time TRS creditable service in the Urbana School District by the intended date of retirement; and
- The teacher shall be at least sixty (60) years of age on or before December 31 of the year of retirement or will be at least fifty-five (55) years of age and will have at least thirty-five (35) years of creditable service; and
- The teacher must be on at least row 10 in the year they give notification that they wish to participate in the program OR already be off the teacher salary schedule; and
- The teacher shall submit an irrevocable notice of retirement by September 1, up to four (4) school years prior to retirement and no later than September 1 prior to the final year of service at the District prior to retirement. In no event may a teacher submit an irrevocable notice of retirement prior to the school year before their fourth school year prior to retirement.

##### 2. If approved:

- The teacher shall be removed from the salary schedule and extra duty pay schedule; and
- The teacher shall receive a five and one quarter (5.25%) increase in their total creditable earnings over the prior year's total creditable earnings for each year of notice up to a maximum of four (4) years. For example, a teacher who gives a four year notice of retirement shall receive increases of five and one quarter (5.25%) in their total creditable earnings for each year of their final four years of service at the District. Compensation from internal substitution and homebound

instruction shall be excluded from the base year total creditable earnings for purposes of calculating the retirement enhancement increase; and

**EXAMPLES:**

An employee applies for the retirement enhancement program one year before retirement. The employee's TRS creditable earnings for the previous school year were \$100,000 after excluding compensation for internal substitution and homebound instruction. The employee's final year TRS creditable earnings will be \$105,250 ( $\$100,000 \times 1.0525$ ).

An employee applies for the retirement enhancement program four years before retirement. The employee's TRS creditable earnings for the previous school year were \$100,000 after excluding compensation for internal substitution and homebound instruction. The employee's earnings for the first year of the retirement enhancement benefit will be \$105,250 ( $\$100,000 \times 1.0525 = \$105,250$ ). The employee's earnings for the second year of the retirement enhancement benefit will be \$110,775 ( $\$105,250 \times 1.0525 = \$110,775$ ). The employee's earnings for the third year of the retirement enhancement benefit will be \$116,590 ( $\$110,775 \times 1.0525 = \$116,590$ ). The employee's earnings for the fourth year of the retirement enhancement benefit will be \$122,711 ( $\$116,590 \times 1.0525 = \$122,711$ ).

- The teacher shall continue to perform all duties performed in the year prior to the first year the enhancement is paid for the duration of the retirement notice period. If a teacher voluntarily resigns or is removed by the Board from any extra duty assignment following notice of retirement, the calculation of the teacher's five and one quarter percent (5.25%) increase shall be reduced by the amount of the extra duty compensation that was being paid to the teacher; and

**EXAMPLE:**

The employee's TRS creditable earnings from the 2022-2023 school year were \$103,000 after excluding compensation for internal substitution and homebound instruction, of which \$3,000.00 was compensation for coaching basketball in 2022-2023. Under the employee's retirement plan, they would be scheduled to receive \$108,408 TRS creditable earnings for the 2023-2024 school year (i.e.,  $\$103,000 \times 1.0525 = \$108,408$ ). However, the employee resigns from their coaching position before the start of the 2023-2024 school year. The employee's TRS creditable earnings for the 2023-2024 school year will be \$105,250 (i.e.  $\$103,000 - \$3,000 = \$100,000 \times 1.0525$ ). rather than \$108,408.

- A teacher who completes coursework or who otherwise would be entitled to receive movement on the salary schedule or extra duty pay schedule shall not receive additional compensation beyond the five and one quarter percent (5.25%) increase provided by this retirement provision. Notwithstanding any other provision of this agreement or otherwise, a teacher approved for the retirement enhancement shall not receive more than a five and one quarter percent (5.25%) total increase in their total creditable earnings in any year during their participation in the retirement enhancement program.

2. Restrictions/Limitations:

- Once approved for the retirement enhancement, a teacher will not be assigned any additional extra duties or TRS reportable duties without the consent of the teacher, except, in the event that a grant-paid stipend or grant-paid extra duty payment is no longer available to the School District, then the teacher and District administrators may collaborate to discuss duties to possibly replace

the funds lost from the elimination of the grant. Moreover, any teacher who had their creditable earnings reduced in their base year of employment by the amount of compensation earned for internal substitution and homebound instruction may be eligible to continue to internal substitute and to provide homebound instruction not to exceed the amounts previously received as compensation prior to their base year of calculation for these services; and

- Any teacher who commences participation in this benefit, but does not comply with or satisfy the provisions herein, including but not limited to completion of their remaining years of service following notice of retirement, shall reimburse the District for any increased salary benefit granted under this provision, including tax and pension withholdings. Upon complete reimbursement, the teacher shall be entitled to any general wage increase which would have been applicable to the teacher during the time period at issue; and
- Teachers should not rely upon the continuation of this retirement enhancement program in subsequent collective bargaining agreements. Unless the parties agree to continue this benefit in a subsequent collective bargaining agreement, it shall terminate upon the expiration of this agreement and will not be available to teachers who have not applied for the benefit prior to the expiration date of this agreement.

#### 4. Retirement Revocation:

In the event that a teacher has submitted their timely irrevocable letter of retirement, the teacher may withdraw the letter of retirement in the event of an illness, disability or death of a teacher's spouse or child(ren). This may be granted in extenuating circumstances at the Board's discretion without setting precedence. The provisions of the second bullet point under Item No. 3 directly above shall then become applicable.

#### 5. Retirement Program Adjustment

Any teacher previously bound by a District Retirement Enhancement Program agreement for the 2023-2024 school year will automatically

- Receive the 5.25% increase for the 2023-2024 school year, and
- Be eligible for up to 2 additional years and percent increase in their total creditable earnings as outlined in this agreement.

#### 4. Tuition Program for Teachers in Columns A and B in Steps 16 through 29

The Board of Education will provide up to 10 tuition reimbursements in an amount not to exceed \$2000 per person per year. These tuition reimbursements will only be available to individuals who are frozen in BA and BA+15 to help them get their master's degree.

#### 5. Student Discipline: Parent Teacher Advisory Committee

The BOE and UEA agree to continue working together to align, assess, and adapt the procedures for student discipline to align with the Illinois School Code (Section 10-20.14) and to align with the recommendations of a Joint Parent Teacher Advisory Committee. The Parent Teacher Advisory Committee will meet periodically as needed throughout the school year to recommend guidelines, provide feedback and gather committee input, including but not limited, to the following topics:

1. Pupil Discipline which would include behavioral interventions and expectations
2. School searches
3. Bullying Prevention
4. School bus safety procedures
5. School culture and climate

**6. District Administrator Feedback Survey**

During the 2020-2021 school year, the BOE and UEA agree to work together to collaborate on the development of a 360 feedback tool and process. The committee will consist of an equal number of UEA members and BOE designees. The committee will develop the survey by the end of the 2020-2021 school year and the implementation date will be determined by the committee.

**7. District Administrator Hiring Committees**

The BOE and UEA agree to work together to set hiring committee norms for the purpose of selecting the best candidates for open administrative positions. The hiring committee(s) will consist of an equal number of UEA designees and BOE designees.

**8. District Tuition Waivers**

Prior to October first of each year, a committee consisting of an equal number and a minimum of three (3) UEA and three (3) BOE representatives will review proposals and supporting documents for district tuition waivers in order to fairly and equitably distribute said tuition waivers to USD116 staff. Those in the frozen salary lanes will continue to be prioritized. Criteria for further decision making shall minimally include and give weight to; years of service to the district, years of the degree program already completed, first-time waiver applicants/recipients, applicants seeking a degree in hard to fill positions, and applicants seeking a degree or certification aligned to district initiatives such as dual language and ESL.

**9. Joint Student Discipline Committee**

The BOE and UEA agree to work together to align, re-evaluate and adapt the procedures for each level's (PreK, K-5, and 6-12) behavior management system(s) through a Joint Student Discipline Committee. The committee will consist of an equal number and a minimum of three (3) UEA and three (3) BOE representatives selected by their respective parties who will review and revise the behavior management system(s) at each level as necessary. Following review by the Joint Student Discipline Committee, the Association President and the Superintendent of Education or designee will jointly approve the updated behavior management system(s). Each level's behavior management system will also be shared with the Board of Education for informational purposes only. Behavioral management plans must not interfere with administration's ability to exercise discretion and independent judgment in student disciplinary matters so as to preserve administrators' and the school district's legal immunities.

The deadline for completion of the committee's initial work will be August 1, 2024 for implementation during the 2024-2025 school year.

As of August 1, 2024, upon the completion of the committee's initial work, each level's behavior management system(s) will be incorporated by reference hereto into the CBA, as will all subsequent revisions made by the committee. By incorporating herein each level's behavior management system(s) by reference, each school's behavior management system(s) are subject to Article IV – Grievance Procedure. In the years following August 1st, 2024, the Joint Student Discipline Committee will meet at least annually and continue to review and revise behavior management systems at each level as necessary prior to August 1st of each year.

## Appendix II

### *Letters of Understanding*

Letters of Understanding which are negotiated during the life of the Agreement are not subject to the provisions of Article IV of the contract.

#### **1. District Wide Committees**

The Board and Administration will consult with the Association Executive Board about teacher representation on all District wide Committees including but not limited to: Representative Committee, Facilities, Evaluation, Student Growth, Sequence of Dismissal and other district improvement committees.

#### **2. Inclusion Collaboration**

The Urbana School District will provide one-half hour each week of duty-free collaboration time to elementary general education teachers when a student eligible for services from the special education categories listed below attends the elementary general education classroom for 45% or more of the school day. The student's case manager (appropriately certified special education teacher) or designee will collaborate with the general education teacher.

- Autism
- Emotional Disturbance/Disability
- Intellectual Disability
- Multiple Disabilities
- Traumatic Brain Injury

Certified staff will be provided by the district to release general education classroom teachers for collaboration. Scheduling will be decided at the building level by all those involved. This time is meant to be flexible in order to best meet the needs of teachers and resource personnel.

In order to ensure the confidentiality of the student, the building administrator will make every effort to provide a space for private collaboration time without displacing an instructional program.

Prior to a student's classroom attendance, every attempt will be made to hold a transition meeting for the general classroom teacher, the building administrator, and/or appropriate support staff.

In order to prepare general education classroom teachers to better meet the needs of students with IEPs, teachers may request, and the district will make every effort to provide, appropriate professional development opportunities.

#### **3. Inclusion Class Size**

When personal equipment is needed by a student who is included in a general classroom, appropriate maximum class size will be determined by the general classroom teacher, the inclusion facilitator, and the building administrator in consideration of this equipment and/or furniture. The building administrator would have the final decision.

#### **4. Evaluation**

The BOE and UEA agree to continue working together to align, assess and adapt the procedures for Staff Evaluation Plan to align with Illinois School Code and to align with the recommendations of the Joint Evaluation Committee. Language in the Staff Evaluation Plan (PERA Binder) will be incorporated into Article VIII of the CBA upon agreement between the Association and Board preceding the commencement of each school year during the term of this agreement. The UEA President and Board of Education President will sign an updated agreement after each yearly review of the Evaluation Plan.

**5. Communication**

The Association and the Board agree to renew our commitment to communication. UEA leadership and administration will participate in the development and implementation of strategies that enhance communication. UEA leadership and administration will establish agendas for regularly scheduled round tables.

Roundtable discussion conditions:

The Board president and the UEA president will announce the date, time, and place of all Roundtable discussion meetings to be held within the school calendar year. Three- four (3-4) meetings will be held. Posting of the meeting dates will be by the end of September. Posting of tentative agenda in all buildings will be two (2) weeks prior to the meeting. A quorum consists of 9 UEA representatives and 7 or 8 BOE/administration members.

Meetings shall begin promptly at the designated time. If there is not a quorum within ten (10) minutes of the designated start time, the meeting is canceled and only rescheduled at the discretion of the side fully represented. (Weather and/or crisis not withstanding)

Prior cancellation will result in a rescheduled meeting date.

Failure to comply with the Roundtable discussion conditions twice within a school calendar year may result in the discontinuation of said meetings.

**6. Commitment to Fine Arts**

UEA and the Board agree Fine Arts are an integral part of the district’s core curriculum, and agree, as finances permit, to continue to work toward curricular goals of the Arts Update Committee Report, 2000.

**7. Emergency Substitute**

The building level crisis plan will delineate the procedure to be followed if a teacher must leave the classroom due to the personal impact of a crisis situation. The building administrator will follow the plan unless circumstances require alternative actions.

**8. Building Crisis Plan**

The BOE and the UEA agree that each building crisis plan will be reviewed periodically and practiced at least once a semester, that new employees will receive orientation prior to practice, and that the “Urbana District #116 Security Procedures” will be posted in each classroom and provided to all substitutes. The District will arrange to provide this information on the staff identification badges.

**9. Professional Licensure Recognition**

- A. The district will make every effort to provide a stipend of \$2000 per year to each teacher current in their National Board Teacher Certification.
- B. The Board will make every effort to provide a stipend of \$1000 per year to a School Social Worker who attains and maintains the Licensed Clinical Social Worker (LCSW) credentials from the Illinois Department of Professional Regulations.
- C. The Board will make every effort to provide a stipend of \$1000 per year to a Counselor who attains and maintains the Licensed Clinical Professional Counselor credential from the Illinois Department of Professional Regulations.
- D. The Board will make every effort to provide a stipend of \$1000 per year to a School Psychologist who is a Nationally Certified School Psychologist provided that the credential is awarded through the National School Psychology Certification System of the National Association of School Psychologists.
- E. The Board will make every effort to provide a stipend of \$1000 per year to a Speech- Language Pathologist who attains and maintains a national certificate from the American Speech-Language Hearing Association.

**10. Physical Education Teachers**

UEA and BOE agree that physical education is an integral part of overall student health and wellness. Physical education classes will be taught by licensed physical education teachers.

**11. Retention & Recruitment Incentives**

By October 1 of each school year, the District may finalize a list of up to five “hard to fill/retain” position categories (i.e., certification, subject area, and grade level) for the upcoming school year. The list and the accompanying rationale shall be provided to the UEA Leadership by September 1 of each year for review. As finances permit, any candidate hired to fill one of these vacancies or any teacher currently filling these positions shall be provided a \$1000 stipend for the year in which the position category was identified or maintained as “hard to fill/retain.”

Additionally, the District may, at its discretion, prioritize tuition and fee assistance and/or waiver for any teacher seeking to gain an endorsement or additional licensure in one of the listed hard to fill teaching areas.

**12. Special Education IEP Preparation/Curriculum Work/Collaboration Time**

For the 2023-24 school year, starting in September, the district will provide a four (4) hour supervised monthly work time outside the regular school day for licensed special education teachers and related service providers for IEP preparation, curriculum work, and collaboration. Licensed staff participating in these optional work times will be compensated at the current curriculum writing hourly rate for the time they participate. The varied dates, times, and locations for these work times for the school year will be provided to licensed special education teachers and related service providers by the start of the 2023-24 school year.

The district will make every effort to provide childcare for those in attendance as well as continue this practice in subsequent school years of the contract, as finances permit.



### **Appendix III**

#### ***Interviews and Affirmative Action***

##### **Policies and Procedures—Interviews, Affirmative Action**

UEA and the Board recommend that the district wide representative committee revisit and evaluate policies and building cultures that have to do with:

- The interview process at each building;
- The expectations and supports that the district and each building offers for staff of color;
- The commitment to recruitment of a diverse staff;
- Affirmative action procedures—including but not limited to, hiring and retaining practices.

# Collective Bargaining Agreement

between

Urbana Education Association  
(Educational Support Professionals),  
IEA-NEA

and

Urbana School  
District #116  
Board of Education

2023-2026

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**Article I - Recognition**

**1.01 Association Recognition**

The Board of Education of Urbana School District No. 116 Champaign County, Illinois, hereinafter referred to as the "Board," recognizes the Urbana Education Association, IEA-NEA, hereinafter referred to as the "Association," as the sole and exclusive negotiation agent for all full time and regularly employed part-time educational support personnel employees of the district as certified by the Illinois Educational Labor Relations Board, excluding those positions exempt under the Illinois Education Labor Relations Act, and as specifically excluded in the IELRB bargaining unit certification.

**1.02 Employee Definitions**

- A. Full-time employees are defined as any bargaining unit member with six and a half (6-1/2) per day or 32.5 hours of work per week.
- B. Part-time employees are defined as any bargaining unit member with less than six and a half (6-1/2) per day or 32.5 hours of work per week.

If a part-time employee is terminated, in a situation other than a reduction-in-force, and said termination affects the employee's fringe benefits, the employee shall have the right to challenge the termination.

**Article II - Effect of Agreement**

**2.01 Complete Understanding**

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 which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in an amendment heretofore. This Agreement shall not be modified in whole or in part by the parties except by amendment in writing duly executed by both parties.

**2.02 Individual Contracts**

Any individual employment contract shall conform to the terms and conditions of this Agreement.

**2.03 Savings Clause**

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

**2.04 Laws of Illinois and the United States**

The parties agree, in all matters related to this Agreement, that they shall faithfully adhere to all applicable statutes, provided this paragraph shall not be construed as to incorporate herein or to make grievable or challengeable hereunder any statute not specifically incorporated herein.

**Article III - Grievance Procedure**

**Definitions**

**3.01 Grievance**

Any claim by the Association, an affected employee, or a group of employees that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.

Letters of Understanding which are negotiated during the life of the contract are not subject to the provisions of this Article of the Contract.

Memoranda of Agreement negotiated during the life of the contract are subject to this Article of the Contract.

### **3.02 Time Limits - Days**

For purposes of this Article, "days" shall mean employment days except during the summer recess when it shall mean days on which the District business office shall be open.

### **3.03 Grievance Committee**

Upon selection and certification of a grievance representative by the Association, the Board shall recognize a Grievance Committee. At least one (1) Association representative shall be given reasonable notice and shall have the right to be present and state the Association's view at any meeting, hearing, appeal, or other proceeding relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with their supervisor, provided that the Association has been given the opportunity to be present at such adjustments, and provided the adjustment is not inconsistent with the terms of this Agreement.

### **3.04 Time Limits - Regulations**

Failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal within the grievance procedure. In the event the administrator fails to give a decision within the time limits, the grievance shall automatically proceed to the next step. The time limits, however, may be extended by mutual written agreement.

## **Procedures**

### **3.05 Informal**

Since the purpose of this procedure is to secure at the lowest level possible an equitable solution to the problem of the parties, the employee and their immediate supervisor shall attempt to resolve the problem through informal communications. When requested by the employee, an Association representative may accompany the employee. If such informal processes fail to satisfy the employee, the grievance may be processed.

### **3.06 Formal**

Step 1: The employee or the Association may present the grievance in writing to the supervisor immediately involved who will arrange for a meeting to take place within six (6) days after receipt of the grievance. The filing of the formal written grievance at this step must be within twenty (20) days from the date of the occurrence giving rise to the grievance or from the date when the grievant might reasonably have become aware of such occurrence, provided that, at the employee's written request to the immediate supervisor within the filing period, the filing of the formal grievance shall be extended an additional fifteen (15) days. The supervisor shall provide a written answer to the grievance to the aggrieved employee and the Association within seven (7) days after the meeting. The answer shall include the reasons for the decision.

Step 2: If the grievance arises from a decision at the Superintendent's level, or if the grievance is not resolved at Step 1, then the Association may refer the grievance to the Superintendent or official designee within six (6) days after receipt of the Step 1 answer, or within thirteen (13) days after the Step 1 meeting, whichever is later. The Superintendent or official designee shall arrange for a meeting with the representative(s) of the Association's Grievance Committee and the grievant to take place within ten (10) days of their receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent or official designee shall have ten (10) days in which to provide a written decision, with reasons, to the Association and to the grievant.

Step 3: If the Association is not satisfied with the disposition of the grievance at Step 2, or the time limits expire without the issuance of the Superintendent's written reply, the Association will have six (6) days in order to invoke a meeting with the Board of Education. The meeting will be held within thirty (30) days of invocation. Upon the conclusion of the meeting, the Board shall have ten (10) days in which to provide a written decision, with reasons, to the Association and the grievant. Step 3 is optional. The Association or the Board may bypass this step and proceed to Step 4.

Step 4: If the Association is not satisfied with the disposition of the grievance at Step 2 or Step 3, or the time limits expire without the issuance of the Superintendent's written reply or the Board's written reply, the Association shall have a maximum of thirty (30) days to submit the grievance to arbitration. The arbitrator shall be selected from panel(s) of names secured from the American Arbitration Association and the proceedings shall be conducted pursuant to its practices.

1. The arbitrator so selected shall hold a hearing on the grievance in dispute as promptly as the same may be arranged and shall render their opinion and award within thirty (30) days or as soon as possible after the last hearing date shall be closed, provided such deadlines may be extended by agreement of the parties.
2. The arbitrator's opinion and award shall be final and binding on the Association and the Board.
3. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement or rule upon any grievance not in violation of the specific terms and conditions of this Agreement. The arbitrator shall have no authority to render an opinion inconsistent with state or federal law.
4. The arbitrator shall have the power to make the grievant whole, within the limits of their lawful authority.
5. Each party shall bear the full cost for its representation in the arbitration. The cost of arbitration shall be divided equally between the parties.
6. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the two parties.

**3.07 Bypassing a Grievance**

If the Association and the Superintendent agree, Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2.

**3.08 Association Participation - Employee Representation**

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any formal level, and no employee shall be required to discuss any grievance if the Association's representative is not present.

**3.09 Board-Administration Cooperation**

The Board shall furnish, at reasonable cost, the Association with information pertinent to the grievance which is readily available for the processing of any grievance.

**3.10 No Reprisals Clause**

No reprisals of any kind shall be taken by the Board or the Association against an employee because of participation in this grievance procedure.

**3.11 Released Time**

If any arbitration proceeding is conducted during the normal employee workday, the Board shall release without loss of pay or any benefits the employee who is the grievant and a representative of the Association. If more than these two individuals are necessary for the investigation, preparation for and/or conduct of the hearing, they shall be excused for such period as their attendance is required, provided the Association shall reimburse the District at the current substitute rate and provided that the Association shall schedule investigations and preparations for such an arbitration hearing in a manner that does not unduly impede District operations.

**3.12 Grievance Withdrawal**

The withdrawal of a grievance at any level shall not constitute a precedent or a bar to the bringing of a new



grievance subsequently alleging an identical violation of this Agreement, provided that any grievance so withdrawn shall be treated as if it had never been filed.

#### **Article IV - Negotiation Procedures**

##### **4.01 Good Faith - Definition**

"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.

##### **4.02 Good Faith Negotiations**

The Board and the Association agree to participate in good faith negotiations. It is the mutual responsibility of the Board, or its designees, and the duly designated representatives of the Association to meet at reasonable times for such negotiations, pursuant to the scope of negotiations as described in this Article.

##### **4.03 Committee Membership**

The Board, or designated representatives of the Board, and representatives of the Association shall constitute a negotiating committee.

##### **4.04 Power to Negotiate**

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

##### **4.05 Scope of Negotiations**

The Association and the Board agree that negotiations in good faith will encompass all or some aspects of policy governing the following items:

- A. Salaries and Benefits
- B. Conditions of Employment
- C. Grievance Procedures
- D. Negotiations
- E. Hours
- F. Other mutually agreed upon matters

##### **4.06 Assistance in Negotiations**

The participants may call upon competent professional representatives to consider the matter under discussion and to make suggestions. All participants have the right to utilize the services of consultants in the deliberations.

##### **4.07 Commencement of Negotiations**

Negotiations shall begin no later than May 15, unless both parties agree to an alternate date. Meetings will be held as necessary at times and places agreed to by both parties. Facts, opinions and proposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement on matters of mutual concern.

##### **4.08 Tentative Agreement**

During negotiations, agreed-upon material shall be prepared for the Board and the Association and signed by both chairpersons.

##### **4.09 Final Approval**

When the Association's negotiation team and the Board's negotiation team reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted within seven (7) days or as promptly as possible thereafter to the membership of the Association for ratification and to the Board for official approval.

#### **4.10 Impasse Procedures**

Time limits as set forth in the Illinois Educational Labor Relations Act will be applicable to the declaration of impasse, and either party or the mediator may initiate the public posting process fifteen (15) calendar days after the mediation has commenced. Such notification shall be filed in writing to the IELRB. Within 7 calendar days after the initiation of the public posting process, each party must submit to the other party, the mediator, and the Illinois Educational Labor Relations Board (IELRB) in writing the most recent offer of the party, including a cost summary of the offer. Seven calendar days after the receipt of the parties' most recent offers (a) the IELRB shall make public on its website the offers and each party's cost summary on those issues where there was not an agreement; and (b) the school district must notify relevant news media outlets (those that have filed an annual request for notices from the school district under the Open Meetings Act) about the availability of the offers on the IELRB's website:  
<http://www2.illinois.gov/elrb/Pages/FinalOffers.aspx>.

#### **4.11 Cost of Procedures**

The cost of the mediator, if any, shall be shared equally by the Board and the Association.

### **Article V - Association Rights**

#### **5.01 Right to Organize and Participate**

Employees shall have the right to form, join or assist the Association, to participate in negotiations with the Board through representatives of their own choosing and to engage in other activities, individually or in concert, for the purpose of establishing, maintaining, protecting, or improving conditions of employment as it relates to this Association.

#### **5.02 Non-Discrimination**

During the administration and implementation of this Agreement, neither party shall discriminate against any member of the Bargaining Unit, regardless of membership or non-membership in any Education Association, or on account of age, race, creed, religion, color, gender, disability, national origin, participation in or lack of participation in Association activities, physical or mental disability unrelated to the ability to perform the job, sexual orientation, or any other basis prohibited by law.

While resolution of any claims of discrimination under this section shall be attempted by the parties pursuant to steps One through Three of Article IV-Grievance Procedures, should those efforts prove unsuccessful, all parties agree that where the law provides a remedy for violation of this section, employees and the Association shall pursue those remedies outside the scope of this agreement and shall not submit any such dispute to arbitration as set-forth in Article IV-Grievance Procedure.

#### **5.03 Prohibited Activities**

A. The Association or any of its members shall not:

1. Cause or attempt to cause a Board member or member of the Central Office staff to engage in conduct in violation of the Agreement.
2. Call for, sanction, or encourage any action that will disrupt the normal functioning of the school system including, but not limited to, strikes or work stoppages.
3. Engage in any concerted activities that will disrupt, or impair, the curricular or co-curricular activities of the students of Urbana School District No. 116 during the life of this agreement.

B. The Board shall not:

1. Directly or indirectly discourage or deprive or coerce any teacher of the employment of their rights of citizenship, or impose or threaten to impose reprisals or discriminate or threaten to discriminate against any teacher in regard to hours, wages, terms or conditions of employment by reason of their membership in the Association, their participation in any activities of the Association, their institution of any grievance, complaint or proceeding under this Agreement.
2. The Board also agrees that its rules and regulations governing employees' conduct will be reasonable.

#### **5.04 Dues Deduction**

The Board shall deduct upon receipt of written authorization from an employee, dues of the Association and its affiliates in equal installments, beginning with the second paycheck of the new school year, and shall thereafter transmit sums so deducted to the Urbana Education Association no later than ten (10) calendar days following such deduction. The UEA must submit to HR and payroll the list of employees with staff ID numbers and their assigned deduction 15 days prior to the second paycheck.

Dues amounts on the online membership form are not exclusively calculated to fit the Association's total dues amounts. Thus, the Board shall default to the dues amounts and number of equal installment deductions given by the Treasurer and Membership Chair.

The Association agrees to hold the Board harmless from any and all liability under this provision. Such authorization shall remain in effect for the duration of the school year, and any request by an employee to withdraw an authorization for withholding of dues shall be directed to the Association.

#### **5.05 Collective Bargaining Agreement (CBA) Distribution**

As soon as possible after ratification of the Agreement, a copy of this Agreement that has been certified as correct by the Association President and the Superintendent shall be submitted for printing. Each party shall have the right to request as many copies of the printed document as may be desired, but the parties shall share the cost of the printing in proportion to the number of copies so requested.

#### **5.06 Issuance of Collective Bargaining Agreement (CBA)**

The Board will provide copies of the Collective Bargaining Agreement (CBA) to newly-employed staff but shall not issue replacement copies of the Collective Bargaining (CBA) for the duration of this agreement.

#### **5.07 Names and Addresses**

The name, job title, date of hire, worksite location, staff ID number, home address, work telephone number, work email address, personal email address and any available home telephone number and personal cell phone number of each newly hired certified staff member shall be available to the Association from the Office of Human Resources within ten (10) calendar days after approval of their contracts by the Board. Said information shall be provided, unless otherwise mutually agreed, in an Excel file.

Similarly, the names, job titles, dates of hire, worksite locations, home addresses, work telephone numbers, work email addresses, personal email addresses and any available home telephone numbers and personal cell phone numbers of all bargaining unit members shall be provided to the union within ten (10) calendar days from the beginning of every school term and every thirty (30) calendar days thereafter in the school term in an Excel file or other mutually agreed upon editable electronic file.

#### **5.08 Professional Study Committees**

The Association is encouraged to establish any committee which the organization feels will make a contribution to the Urbana Schools. An invitation may be extended to the Administrative Staff to participate.

#### **5.09 Procedure for Study**

Any report or recommendation which results from the work of any committee may be submitted to the Administrative Staff for action. Such action will be to accept, reject, modify, or table and will be done within thirty (30) days after submission. All findings may be advanced to the Board by either party within fifteen (15) days after the report of action by the Administrative Staff has been made to the committee. If no report is made within forty-five (45) days of the original submission of the committee, such report may be submitted to the Board.

#### **5.10 Association Announcements**

The Association shall be allowed the use of designated bulletin boards normally inaccessible to students. Other communications media may be used in each school deemed feasible by the principal. All such notices shall be appropriately identified as official Association notices.

The Association may use school buildings for official Association meetings upon giving appropriate notice to the building supervisor, providing such use will in no way interfere with the total instructional program. The Association shall reimburse the Board for any costs arising from such use.

The Association shall have the use of mailboxes and inter-school mail service.

**5.11 Association Access to Buildings**

The Board shall not refuse to permit the Association to have access during non-instructional periods to ESP staff. If non-district employees shall enter the buildings, they shall first make their presence known to the principal or designee on the same terms as persons entering a school building as a visitor.

If an employee intends to have a non-District employee attend or participate in a meeting involving an administrator, then the employee shall provide notice to the Department of Human Resources at least 24 hours in advance, or such shorter time as may be agreed to between the Human Resources department and the employee. On no occasion shall there be any involvement of, or interference with, students or with the other activities of the school district.

**5.12 Association Views - Student Presence**

The Association's views on matters relating to supervisor-employee or Board-employee relationships shall not be discussed in the presence of students.

**5.13 Association - Superintendent/Designee Monthly Meetings**

The Association and the Board recognize the importance of communications in maintaining good relationships. Therefore, the Association President (or their designee) and the Superintendent (or their designee) agree to meet monthly for the purpose of discussing problems, provided the person requesting such meeting shall do so in writing at least three (3) calendar days in advance together with an agenda of items to be discussed. When necessary, either party, upon mutual agreement, may waive the agenda and/or the advance written notice.

**5.14 Notification of Board Meetings**

The President of the Association or designee shall be given written notice of any regular or special meeting of the Board at least twenty-four (24) hours prior to the scheduled time of such meeting. A copy of the agenda or statement of purpose of such meeting shall be sent electronically (email) to the Association President.

**5.15 Association Matters on Board Agenda**

The Board shall place on the agenda of a regular Board meeting any item brought to its attention for its consideration by the Association so long as such item is made known in sufficient detail in writing to the Superintendent by Tuesday at 12:00 noon prior to the regular Board meeting; provided that, if the Superintendent shall request, the Association President or designee shall meet with the Superintendent or designee in advance of the Board meeting to discuss such items.

**5.16 Association Copies of Board Minutes**

Two (2) copies of all official Board minutes shall be sent electronically (e-mail) to the IEA Region 9 office or such other location as the Association may designate, or sent electronically (e-mail) to the President, Vice-President and Secretary of the Association as soon as they have been prepared.

**5.17 Information Request**

The Board agrees to furnish at a reasonable cost to the Association in response to requests the current ISBE financial report, audit, tentative budget, adopted budget, student enrollment, an itemized description of data pertinent to negotiations, and the names and addresses of all personnel, provided such requests shall be submitted in writing to the Superintendent or designee.

The Association agrees to furnish to the Board in response to written requests from time to time available information concerning membership lists, names and addresses of the members of the Executive Committee, Building Representatives, Negotiations Committee, Grievance Committee and other governing committees.

All policy or procedural requests to the Superintendent shall be addressed to them or their designated representative and to the Board; all policy or procedural requests by the Board shall be addressed to the Association President and to the UniServ Director of the IEA Region 9 office.

#### **5.18 Board Consultation - Association**

The Board is willing to consult with appropriate representatives of the Association on the following matters: fiscal, budgetary or tax programs; construction programs considered; proposed annexation or consolidation; and revisions of education policy which are proposed or under consideration. This paragraph shall not be construed as to preclude necessary Board action at any time.

#### **5.19 School Calendar**

Prior to the submission of their recommendations regarding the calendar to the Board, the Superintendent shall provide an opportunity to meet with a committee of reasonable size of the Association (composed of Association constituency Representatives or a UEA member appointed by the Association President to represent that constituency group) to review such recommendations and to receive any suggestions which the Association may proffer. Notification of the first meeting of said committee shall be given at least twenty (20) days in advance.

In submitting the recommendation to the Board, the Superintendent shall include such Association suggestions. Nothing herein shall be construed as precluding the Board from excusing staff members from reporting to work because of an emergency or otherwise as authorized by The School Code. In such cases, the staff member will be compensated or provided with a make-up day of work to ensure no loss of benefits or pay will occur.

#### **5.20 Association Leave - Purchased Time**

The Association shall have the right to purchase the time of members for Association business up to a maximum of twenty-seven (27) days at the actual substitute rate. The individual educational support personnel staff member whose time is so purchased shall suffer no loss of salary or other benefits. The past practice of granting six (6) Association leave days for attendance at the IEA Convention without cost or loss of pay shall be continued. The Association's President shall designate the persons and dates of the aforementioned leave at least twenty-four (24) hours in advance of the leave to the Superintendent or designee who, in an emergency, may waive such notice.

The Association shall be able to purchase for each of its members who serve as a member of the Executive Board or Board of Directors in the Illinois Education Association or the National Education Association a maximum of fifteen (15) days leave at the actual substitute pay rate. These educational support personnel staff members shall suffer no loss of salary or other benefits from such purchases.

#### **5.21 Association Leave**

A leave of absence of up to two (2) years, without pay, shall be granted to any ESP, upon application, for the purpose of serving as an officer of the Association, or as a staff member of the Illinois Education Association or National Education Association and can be extended by the Board from year to year.

#### **5.22 Fair Share**

1. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article in prior collective bargaining agreements, the Association agrees to defend such action, at its own expense and through its own counsel, provided.
  - a. The Employer promptly gives notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
  - b. The Employed gives reasonable cooperation to the Association and its counsel in securing the giving

- of evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.
2. The Association agrees that in any such action, it will indemnify and hold harmless the Employer from any liability for damages and cost imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article in prior collective bargaining agreements..
    - a. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other forms of liability which may arise as a result of the Board's imperfect execution of the obligation imposed upon it by this Article in prior collective bargaining agreements.

## **Article VI - Evaluation**

### **6.01 Employee Orientation**

Employees shall receive an annual salary statement containing the following information:

- A. Accrued sick leave
- B. Accrued vacation time (if applicable)
- C. Number of days in work year
- D. Hours per day
- E. Hourly rate
- F. Classification
- G. Number of paid holidays as included as part of the work calendar

Employees shall be paid for attendance at all inservice/orientation meetings.

No later than October 1 of each school year, or thirty (30) days from the date of employment if hired after the start of the school year, a district/building administrator or program supervisor, a teacher, or a designee of the district/building administrator shall meet with new employees to review job expectations and the evaluation process and provide them with a copy of the collective bargaining agreement and a summary of insurance benefits. At the request of the Association President or building representative, time will be made available at such meeting for Association purposes. In addition, no later than October 1 of each school year, a district/building administrator or program supervisor, a teacher, or a designee of the district/building administrator shall meet with existing employees who are scheduled to be evaluated that year and review job expectations and the evaluation process. Finally, no later than October 1 of each school year or thirty (30) days from the effective date of the change in job classifications, whichever is later, a district/building administrator or program supervisor, a teacher, or a designee of the district/building administrator shall meet with employees who have had a change in job classification and review job expectations and the evaluation process.

### **6.02 Evaluation Procedure**

The work performance of employees shall be evaluated annually for the first two years and at least every other year thereafter. Such evaluation will be in writing and discussed with each employee in a conference between the employee and the evaluator. A copy of the written evaluation shall be given to the employee. The evaluation instrument shall be appropriate to the category of job being evaluated and the items on the instrument shall pertain to that job.

### **6.03 Evaluator**

Upon initial hire, and yearly thereafter at the beginning of the school year, each employee shall be advised of the immediate supervisor(s) to whom they are responsible and the supervisor responsible for their evaluation. At least one of the persons involved in the evaluation process and signing said evaluation form must be appropriately credentialed in said process and meet the Illinois Educational Labor Relations Act standard for a managerial-level position.

Teachers shall be involved in the evaluation process for persons covered under this Agreement in the following manner: An assessment form shall be developed by a committee consisting of a designated

administrator, a special education administrator, a member of the support staff, and a teacher.

When an evaluation is to be completed on a support staff person, the teacher shall complete and sign this assessment form. The assessment form shall be given to the building administrator who will complete and sign the formal evaluation instrument. The teacher shall be present for conferences during the evaluation process, but shall not be required to sign the formal instrument. The teacher's assessment form shall be placed with the evaluation instrument in the employee's file. The teacher and the teacher's assessment report shall be available at any proceeding involving the discipline or dismissal of the employee.

#### **6.04 Notice of Concern**

Prior to receiving an unsatisfactory rating, a notice of concern shall be provided to the employee. There is no obligation to give a notice of concern to a probationary employee. A probationary employee is defined as a person who has been employed for less than ninety (90) calendar days.

If notice is given, it shall identify the employee's performance deficiencies which, if not corrected within thirty (30) calendar days, will result in an unsatisfactory rating. The notice shall outline an improvement plan to correct the performance deficiencies. If these deficiencies are not corrected and an unsatisfactory rating is given, it shall be grounds for discharge.

#### **6.05 Ratings**

Ratings will correspond to job descriptions. Ratings of employees will be either excellent, proficient, needs improvement, or unsatisfactory. Non-applicable may be utilized if specific descriptors are not appropriate. A brief narrative may accompany the evaluation.

### **Article VII - Working Conditions and Employee Rights**

#### **7.01 Work Day/Work Week**

##### **A. Full-time Employees**

The standard work week for all full-time employees shall be at least 6.5 hours per day (32.5 hours a week) within the same category of employment. During the work day, the employee shall have at least one fifteen (15) minute paid break every four (4) hours. The full-time employee shall receive no less than a thirty (30) minute non-paid duty-free lunch period, but said period is not included in the 32.5 hour work requirement.

Both the UEA and BOE recognize that Gerber School serves students with unique behavioral and educational needs. In recognition of this, Gerber ESPs provide direct student supervision during their (the ESP's) 30 minute lunch. This supervision will be paid at the employee's current hourly rate. Gerber ESPs are also entitled to two (2) paid fifteen minute breaks at their current hourly rate.

##### **B. Part-time Employees**

Part-time employees are employees who work less than 6.5 hours per day (32.5 hours per week) within the same category of employment. The part-time employee shall have one fifteen (15) minute paid break for every four (4) consecutive hours worked and a thirty (30) minute non-paid duty-free meal period for every six (6) hours worked. The (30) minute non-paid duty-free meal period is not included in the 32.5 hour work requirement to qualify as full-time.

#### **7.02 Work Year**

The work year shall coincide with the school calendar and shall include the following days in which students are not in attendance

- Institute days before the start of the school year in August
- Early childhood/elementary staff development days and UMS/UHS/Gerber Early Release Days
- Winter Institute Day (currently in February)

These days will only be included on the ESP calendar when they are included on the school calendar. ESP

staff will receive their calendar for the upcoming school year by the last day of the school year in both a hard copy and electronic format or upon their hire date (whichever comes first).

**7.03 Unsafe or Hazardous Conditions**

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being if (1) said conditions or tasks are obviously and presently unsafe or hazardous or will obviously endanger their health, safety, or well-being; or (2) a work site or working condition has been declared unsafe by a governmental agency. If the employee becomes aware of a potentially unsafe or hazardous condition, the employee shall report this situation to their immediately involved supervisor who shall promptly investigate.

**7.04 Restrooms and Lounges**

The Board shall make available in each school adequate lunchroom, lounge and lavatory facilities exclusively for employees' use.

**7.05 Student Discipline**

The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employees' assigned work areas. The Board or its designated representative shall take reasonable steps to relieve the employees of responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations. Employees may use such physical force with a student as is necessary to protect themselves, fellow employees, teachers, administrators, or other students from attack, physical abuse or injury, or to prevent damage to District property.

**7.06 Dispensing of Medications**

Employees shall not be required to administer medication to students. Students shall be referred to proper, designated medical personnel for this function. The Employer shall indemnify and save harmless from any liability employees who volunteer to administer medication to students.

**7.07 Staff Meetings**

The Association and the Board recognize the need for having building staff meetings. These meetings shall be held during the school work day unless a situation dictates otherwise. Further, these meetings shall be scheduled to give support staff necessary information in addressing building, staff and student situations. If attendance at these staff meetings cause an employee to be at work for more than forty (40) hours, excluding the duty-free lunch time, in a work week, the employee shall be paid at one and one-half their regular rate of pay. District meetings, if scheduled, shall not exceed one (1) per month per employee, except under unusual circumstances, in which case two (2) meetings may be held.

**7.08 Parent - Student Complaints - Procedures**

Employees shall be notified within fourteen (14) working days of any complaint(s) filed against them by a staff member, parent, or child. Following an appropriate investigation, no complaint against an employee shall be placed in the employee's personnel file unless the employee is given prior notice of same and given an opportunity to attach a response to the complaint. If there is a meeting between the employee and a District administrator regarding the complaint, the employee has the right to Association representation at the meeting.

**7.09 Disciplinary Action**

An employee will be reprimanded verbally or in writing, suspended and/ or discharged for reasonable cause. All verbal warnings warrant documentation.

**7.10 Personnel Files**

Each employee shall have the right upon appointment to review the contents of their personnel file. Only one personnel file shall be maintained by the Employer. The employee shall have the right to respond to any material placed in the file.



## **7.11 RIF/Recall**

### During the School Year:

RIF notices shall be given to those persons serving a student or students who no longer need the service as described in the companion RIF language, without regard to seniority. This recognizes the need of the student. However, the person given the RIF notice during the school year shall have a right of recall during the school year and at the beginning of the next school year just as though the person was employed for the full year the notice was given. The right of recall is within the category the employee was hired that year.

A probationary employee who is given a RIF notice during the 90 day probationary period shall not be entitled to recall.

An employee given a RIF notice and who is entitled to recall shall not be entitled to move a step on the salary schedule unless the employee has worked 90 school days in the year the notice is given. If an employee receives a RIF notice, they shall have a right to interview for a job position in any category of employment.

### RIF Notice:

The Board shall not exercise its statutory right to give a 30 day notice of termination at any time during the school year, but shall give the notice only more than 45 days before the end of the school year, except for the following:

1. When the service of the employee is no longer necessary because the student or students the employee was employed to serve are no longer attending school on a regular basis, or will not be attending for more than 30 continuous days, or when the student is placed in a more restrictive educational setting.

In the event of the situation arising as described in paragraph (1.) above, the Board may in its discretion give employees a 30-day notice of termination.

The employee, unless terminated for cause, shall have a right of recall to their position as provided by the Illinois School Code.

## **7.12 Vacancies/Transfers**

Notices of all job vacancies will be posted in all schools and on the district website. During the summer months vacancy notices will be made available to the Association officers. Copies of the vacancy notices will be available at the administration building and employees may pick up individual copies there. Such notices shall state job title, date of filing, procedure for application, and the minimum job requirements or the job description.

- A. Employees desiring to transfer to other jobs or locations shall submit an application in writing to the Assistant Superintendent of Human Resources. The application shall state the reason for the requested transfer.
- B. When vacancies or new jobs are created, the District shall first consider applicants from among current employees. If no internal applicants are acceptable, the District shall next consider applicants from those eligible employees on layoff before hiring from outside the District.
- C. An involuntary transfer is defined as a transfer which is not agreeable to the employee involved in the transfer. The appropriate District/building administrator shall notify the employee of the proposed involuntary transfer when the necessity for the transfer becomes apparent. The administrator shall discuss the reasons for the transfer with the employee. If the employee requests, an Association representative may be present. Involuntary transfers shall be based on factors such as student needs, District seniority, employee job performance, and the desires of the employee to the extent possible.
- D. Positions in the summer school programs shall be posted and filled by giving consideration to an applicant's qualifications, merit and ability (including performance evaluations, if available) and relevant

experience. This paragraph shall not imply the obligation of the Board to conduct a summer school, and if a summer school is conducted, no other provision of this Agreement shall apply unless otherwise specifically provided.

### **7.13 Emergencies**

#### **A. Notification Procedure**

When an emergency confronts the schools, notification of school closings will be released for broadcast via the appropriate media outlets as soon as possible, but no later than 7:00 a.m.

#### **B. Leave Days**

In the event of a school emergency closure by the Superintendent, employees will be paid for a full day. Leave days previously arranged by an employee will not be deducted for such emergency days.

#### **C. Bomb Threat**

In all cases where a school official is notified of a bomb threat, the schools shall be officially closed by the Superintendent until such time as a thorough search reveals the bomb or the lack thereof. All students shall be evacuated from the building. No employee shall be required or asked to search for the bomb.

### **7.14 Assignments**

A reasonable effort will be made to notify all employees of their tentative job assignments by June 1 or the end of the school year, whichever occurs last.

### **7.15 Parent Conferences/IEPs/School-Related Functions**

Any employee required by their supervisor or the appropriate building administrator to attend, beyond the employee's regular work day, a parent-teacher conference, IEP, or school-related function shall be paid at their regular rate of pay at least one (1) hour extra pay, regardless of whether the time is less than one (1) hour; and shall be paid in one-half (1/2) hour increments if over one (1) hour is required. Should these extra duties require the employee to spend more than forty (40) hours in a work week, excluding the duty-free lunch time, the employee shall be paid one and one-half times (1-1/2) their regular hours rate of pay.

### **7.16 School Councils**

A representative(s) of the Association shall be a member of the Building Councils. The Association representative(s) at each particular attendance center shall be selected by the Association. The District is not required to pay compensation to an employee for service on said Council.

### **7.17 Instructional Supervision**

No teaching assistant, library clerk, or other bargaining unit members may be required to instruct students unless supervised by a teacher holding a valid teaching certificate.

### **7.18 Seniority: ESP**

#### **A. Definition of Seniority**

Seniority shall be defined as the length of full-time service within the District as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations.

#### **B. Ties in Seniority**

In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by flipping a coin.

#### **C. Probationary Employees**

Full-time probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

#### **D. Loss of Seniority**

1. Resignation
2. Dismissal for cause
3. Retirement

- 4. Layoff and failure to be recalled during the statutory time period.
- E Seniority List  
The District shall compile and post in all buildings a seniority list of all employees within the bargaining unit. A copy shall be forwarded to the Association President no later than February 1.

**7.19 Requisitions**

Each employee shall be given the opportunity to submit requisitions for instructional materials and supplies through the room or program supervisor for the following school term. Employees new to the District shall be instructed concerning the requisition procedures at the time of employment or during the pre-school orientation.

**7.20 Job Descriptions**

A job description which specifically lists all the employee's duties shall be given to all prospective new employees at their initial interview. All job descriptions shall be specific and concisely describe the duties required of the employee. Descriptions such as "any other duties as assigned . . ." shall not be part of any job description except where an emergency exists and there are not other employees available to meet a situation which requires the assistance of the employee as determined in the sole discretion of their immediate supervisor or by the administration of the school district.

**7.21 Telephone Facilities and Communication Technology**

Telephone facilities shall be made available for all employees. The employee shall reimburse the Board for the cost of any personal calls if these entail additional cost to the District. No employee shall be required to use their own device for job-related communication.

**7.22 Inclement Weather Days**

On the days that employees report to work and school is dismissed early due to inclement weather, they will be paid for a full day.

**7.23 Training**

The Assistant Superintendent of Human Resources and the UEA Vice President for Support Staff shall form a training committee by October 1, which will include at least one early childhood or elementary UEA support staff member, one secondary UEA support staff member, one certified special education teacher, and up to three District 116 representatives. This training committee will identify ESP training and professional development needs and by May 1, recommend professional development activities for ESPs for the following school year.

The Board shall make available three (3) paid hours a month for each Special Education Teaching Assistant to meet with appropriate Special Education staff to discuss and plan any necessary training, adjustments, additions, or changes required to support the student(s) they work with. These meetings are to be scheduled by the teaching assistant's supervising Special Education teacher for either before or after school to support the Special Education Teaching Assistant's ability to attend. A monthly summary log of time spent and topics discussed will be maintained by the Supervising Special Education Teacher and will be made available to the building administrators and student services administrators upon request.

**7.24 Assault Upon Staff—Procedures, Indemnification and Protection**

A. Any incident of physical aggression (including assault or battery) against a staff member occurring within the scope of their duties, pursuant to Board policy and administrative regulation and direction, shall be promptly reported to the building principal or their designee who will provide the staff member with an incident report form. The building principal will submit the completed incident report form to the Superintendent or designee. Following an investigation of the incident by the building principal or designee, the staff member or administrator may request a meeting to be scheduled with the employee(s) who submitted the incident report form to discuss interventions and supports needed for the student, and in the event of an out of school suspension, prior to the student's re-entry meeting.

- B. In the event that any staff member is subject to a claim or suit as a result of their employment with the District, said staff member shall be indemnified under and protected by the District pursuant to ILCS 5/10-20.20. Such indemnification and protection shall apply to reasonable, good faith intervention in dealing with physical altercations. Actions by any staff member found to be willful and wanton or grossly negligent will release the District from such indemnification.

### **Article VIII - Fringe Benefits and Compensation**

#### **8.01 Requirements for Employment**

Due to the nature of some positions, the district requires a physical. This physical will be paid for by the district provided it is obtained through our designated health care agency.

#### **8.02 Sick Leave and Personal Leave**

##### **A. Sick Leave**

The Board will grant ten (10) days of sick leave annually with full pay to all employees who work more than six hundred hours per year (three hours per day for forty weeks) for absences due to personal illness or medical needs; or illness, medical needs, or death of a member of the immediate family. The ten days are converted to hours, based on the number of hours worked each day and is prorated for employees hired after the beginning of the school year. Upon completion of the first full school year of district employment, the Board will grant three (3) additional days of annual sick leave. Following each consecutive full school year of employment, the employee will accumulate one (1) additional day of annual sick leave up to a maximum of fifteen (15) sick leave days. Any ESPs employed prior to the signing of this agreement who have 3 or more school years of experience with the District shall be granted all fifteen (15) sick days on the first day of the 2023-2024 school year.

The immediate family is interpreted to mean the teacher's spouse or equivalent, the parents, children, grandchildren, grandparents, and siblings of either by law or marriage, children residing in the household, aunt, uncle, legal guardian. The difference between the days used annually for sick leave and the days allowed shall accumulate from year to year.

An ESP may request approval to use sick leave to attend a funeral for other personally-important individuals.

Sick leave cannot be used as a vacation or personal day. However, a person who has a zero balance of sick days could use personal days for days sick. Employees who finished the previous school year on unpaid leave shall not qualify for the paid benefit time provided for herein until their first active day of employment for the school year in which they are physically present, except at the Board's discretion.

##### **B. Sick Leave Bank**

The Urbana Education Association (UEA) is committed to assisting members when emergency medical issues arise during the school year and the member has exhausted all sick and personal time benefits. UEA, with the assistance of Urbana School District #116 Central Office staff, maintain a Sick Bank. When members have exhausted all sick and personal days due to a medical emergency that cannot be addressed outside of the school calendar, school week or school day, an application for sick days can be made to the UEA Sick Bank.

An eligible recipient is a bargaining unit member who has exhausted their sick and personal leave become vested in the Sick Bank by donating one day to the bank, and has a minimum of two years district service. An eligible recipient in need of additional sick time shall make application to a joint UEA-District committee for approval by contacting human resources. The applicant may choose to include medical verification in the application. The UEA Sick Bank Liaison will redact the applicant name before sending to the committee for approval. Only requests for non-elective procedures that could not be scheduled outside of work hours will be considered. A member must not be receiving any other type of compensation during such sick bank leave. Sick bank does not cover injuries occurring at work. Total days approved shall

not exceed the number needed to complete the current school year. Should a request for sick days be greater than 30 days, the committee may request periodic reports from the health care provider to determine whether changes have occurred in the prescribed length of leave. The District shall be responsible for deducting donated leave from the contributors' accumulated sick leave days. Members must return any unused sick bank days to the Sick Bank.

The UEA Liaison will inform human resources of the committee decision. Human Resources is responsible for letting the requesting member know of the decision. Should a member be dissatisfied with a Sick Bank Committee decision, he or she may request that the application be reconsidered by the UEA Executive Board. Decisions of the UEA Executive Board are final and not subject to Article IV, Grievance Procedures.

In the event of the depletion of banked days before the end of the school year, an emergency request for donations may occur. Regular donations can be made at any time.

Confidentiality and anonymity will be explicitly respected.

### **C. Personal Leave**

Two (2) days of personal leave (converted to hours based on the number of hours worked each day) shall be granted each year to enable the employee to conduct necessary personal business which cannot be completed except during days or hours when the employee is required to be at work. Except in cases of emergency, written advance request for personal leave shall be given to the employee's immediate supervisor. Such leave shall not be taken on the first day and the last day of the school term, nor on the day immediately preceding or following Spring or Winter recess periods. Personal leave shall be granted without loss of pay. Unused personal leave shall accumulate as sick leave.

At the completion of 10 years of service with the District, an ESP is entitled to a total of three (3) personal leave days. At the completion of 15 years or more of service in the district they will receive an additional personal day, for a total of four (4).

Pursuant to the preceding paragraph, such leave shall not be taken on the first day and the last day of the school term, nor on the day immediately preceding or following Spring or Winter recess periods.

The Administration shall have the right to approve or disapprove the use of personal leave. Such shall not be withheld arbitrarily or capriciously.

#### **8.03 Prorated Sick/Personal Leave**

Employees hired after the beginning of the school year will receive prorated sick and personal leave.

#### **8.04 Religious Leave**

The Board shall grant one (1) day of religious leave without loss of pay for the observance of a recognized religious holiday of the employee's faith.

#### **8.05 Leave of Absence**

The Board may grant an employee an unpaid leave of absence upon the written request of the employee.

Employees who have been employed for at least 12 months and have worked 1,250 hours or more during the preceding year may also take leave under the Family and Medical Leave Act. Under the Act, eligible employees may take up to 12 weeks of unpaid time off in any 12 month period for the birth of a child, placement of a child for adoption or foster care, caring for a spouse, child or parent with a serious health condition, or the serious health condition of the employee. Employees interested in using the Family and Medical Leave Act should contact the Human Resource Office.

Upon return from such leave, the ESP shall be placed in the same position on the salary schedule as they were at the time the leave was granted.

**8.06 Leave Balances**

Leave balances shall be accessible online; all information shall be shown in hours. Leave should be taken/charged in full hour increments only (anything taken/recorded as less on the time sheets will be treated as one hour).

**8.07 Calendars**

A calendar will be distributed each year to educational support staff indicating work days and holidays. Calendars shall be developed for each job site as needed.

**8.08 Jury Duty**

Educational Support Personnel shall be granted a leave of absence when they are required to report for jury duty. The employee shall be paid full salary while serving on such jury and will reimburse the Board of Education in the amount received for jury duty service. Any expense reimbursed for travel to the jury duty location is retained by the employee. Leave required for jury duty refers to actual time served in this capacity; employees are to report to their regular District work assignment (if during regular work hours) as soon as daily jury duty is completed.

**8.09 Overtime**

The following guidelines relate to overtime pay:

- A. Such work will be approved by the appropriate supervisor or administrator in advance of the work.
- B. Overtime pay when provided is approved by the Business Office administrator along with the approval of the appropriate supervisor/administrator. Overtime payment shall be made consistent with the Fair Labor Standards Act and shall be paid at one and one-half (1-1/2) times the regular hourly rate for time worked in excess of forty (40) hours in a work week, excluding the duty free lunch time, and shall further be consistent with other provisions herein which address overtime pay situations.

**8.10 On-The-Job Injury/Accidents**

Any employee who received an on-the-job injury is to report the injury to their immediate supervisor at once. Emergency procedures are in place with Carle Clinic for immediate care for District personnel who may require medical attention. Immediate supervisors should call Carle Clinic to make arrangements. The injured employee is to obtain an accident report form and complete it as soon as possible but no later than 48 hours after the accident, and file it with the insurance clerk. Any accidental injury arising out of, and in the course of, their employment may entitle the employee to compensation under the Illinois Workers' Compensation Act.

**8.11 District Retirement Program**

The Board of Education will provide to its ESP staff a retirement program that will include and be subject to the following provisions:

1. To be eligible:
  - The ESP shall have a minimum of ten (10) years of continuous IMRF service credit in the Urbana School District by the intended date of retirement; and
  - On or before the intended date of retirement, the ESP retiring under the Regular Plan Tier 1 shall be at least sixty (60) years of age, or will be at least fifty-five (55) years of age with at least thirty-five (35) years of service. On or before the intended date of retirement, the ESP retiring under the Regular Plan Tier 2 shall be at least sixty-two (62) years of age; and
  - The ESP must be on at least row 10 in the year they give notification that they wish to participate in the program or off the ESP Pay Schedule; and

- The ESP shall submit an irrevocable notice of retirement by September 1, up to four (4) school years prior to retirement and no later than September 1 prior to the final year of service at the District prior to retirement. In no event may an ESP submit an irrevocable notice of retirement prior to the school year before their fourth school year prior to retirement.

2. If approved:

- The ESP shall be removed from the Pay Schedule; and
- The ESP shall receive a five and one quarter percent (5.25%) increase in their hourly wage in each IMRF category of employment over the prior year's rate of pay, for each year of notice up to a maximum of four (4) years. For example, an ESP who gives a four year notice of retirement shall receive increases of five and one quarter percent (5.25%) in their hourly wage for each year of their final four years of service at the District.

EXAMPLE:

An employee applies for the retirement program one year before retirement. The employee earned \$25 per hour as a Teaching Assistant and \$25 per hour as a afterschool program leader in the previous school year. The employee's hourly wage would be increased to \$26.31 in each IMRF category of employment for the employee's final year of service.

EXAMPLE:

An employee applies for the retirement program four years before retirement. The employee earned \$25 per hour as a Teaching Assistant and \$25 per hour as a afterschool program leader in the previous school year. The employee's hourly wage for the first year of the retirement program will be \$26.31 ( $\$25 \times 1.0525$ ) in each IMRF category of employment. The employee's hourly wage for the second year of the retirement program will be \$27.69 ( $\$26.31 \times 1.0525$ ) in each IMRF category of employment. The employee's hourly wage for the third year of the retirement program will be \$29.14 ( $\$27.69 \times 1.0525$ ) in each IMRF category of employment. The employee's hourly wage for the fourth year of the retirement program will be \$30.67 ( $\$29.14 \times 1.0525$ ) in each IMRF category of employment.

3. Restrictions/Limitations:

- The ESP shall continue to perform all duties performed in the year prior to the first year the retirement program is paid for the duration of the retirement notice period. If an ESP voluntarily resigns or is removed by the Board from any extra duty assignment following notice of retirement, the ESP's reportable earnings shall be reduced by the amount of the extra duty compensation that was being paid to the ESP; and
- An ESP who completes coursework or who otherwise would be entitled to receive movement on the Pay Schedule shall not receive additional compensation beyond the five and one quarter percent (5.25%) increase provided by this retirement provision. Notwithstanding any other provision of this agreement or otherwise, an ESP approved for the retirement program shall not receive more than a five and one quarter percent (5.25%) increase in their hourly wage in any year during their participation in the retirement program; and
- Once approved for the retirement program, an ESP will not be assigned any additional extra duties without the consent of the ESP, except, in the event that a grant-paid stipend or grant-paid extra duty payment is no longer available to the School District, then the ESP and District administrators may collaborate to discuss duties to possibly replace the funds lost from the elimination of the grant; and
- Any ESP who commences participation in this benefit, but does not comply with or satisfy the provisions herein, including but not limited to completion of their remaining years of service following notice of retirement, shall reimburse the District for any increased salary

benefit granted under this provision, including tax and pension withholdings. Upon complete reimbursement, the ESP shall be entitled to any general wage increase which would have been applicable to the ESP during the time period at issue; and

- ESPs should not rely upon the continuation of this retirement program in subsequent collective bargaining agreements. Unless the parties agree to continue this benefit in a subsequent collective bargaining agreement, it shall terminate upon the expiration of this agreement and will not be available to ESPs who have not applied for the benefit prior to the expiration date of this agreement.

#### 4. Retirement Revocation:

In the event that an ESP has submitted their timely irrevocable letter of retirement, the ESP may withdraw the letter of retirement in the event of an illness, disability or death of an ESP's spouse or child(ren). This may be granted in extenuating circumstances at the Board's discretion without setting precedence. The provisions of the fourth bullet point under Item No. 3 directly above shall then become applicable.

### 8.12 Insurance

#### A. Health

Anyone employed for six (6) or more hours per day in one or more job areas shall be provided single subscriber health insurance. All ESP employed for four (4) or more hours but less than six (6) hours per day shall have the opportunity to purchase health insurance. Employees who work less than four (4) hours per day shall not be eligible for insurance benefits.

The Board shall maintain an Employee Health Benefit Fund by providing a fringe benefit allowance for health insurance costs per employee.

Beginning with school year 2023-2024, the Board's contribution towards the monthly single health insurance premium shall be up to \$800 per month, for any employee enrolled in a traditional health insurance plan offering. In subsequent years, the Board's contribution towards the monthly premium shall increase by \$50. A traditional health insurance plan, as defined by this agreement, encompasses all health plan structures with the exception of a High Deductible Health Plan/Health Savings Account Plan (HSA plan).

If future premiums for the lowest traditional health plan exceed the Board's contribution amount as defined in the preceding paragraph, in no event shall an employee enrolled in the lowest traditional health insurance plan contribute more than 10% of the total monthly premium for single coverage for that plan.

For any employee enrolled in an HSA plan offering, in addition to the full cost of the single health insurance premium, the Board shall contribute \$100 per month towards the employee's HSA account.

For any employee enrolled in an employee plus one or family health plan, the Board shall contribute an additional \$100 per month towards the employee plus one or family health plan premium.

Any health insurance premiums that exceed the Board's contributions shall be paid by the employee by payroll deductions in equal payments according to the number of pays scheduled for the year.

Any employee may choose to take an annual contribution to the Employee Benefit Allowance plan as described in B.



## **B. Employee Benefit Allowance**

Bargaining unit members who are eligible but who do not participate in the health insurance plan shall receive an Employee Benefit Allowance in the amount of \$3000 in lieu of the employee's annual District-paid health insurance premium.

During health insurance annual election, any employee eligible for district-paid health insurance benefits can decline the individual single-subscriber health insurance and instead choose an Employee Benefit Allowance. Employees must show proof of enrollment in a separate health insurance program providing "minimal essential coverage" to be able to decline the School District sponsored insurance and receive the Employee Benefit Allowance.

A waiver form must be signed each year prior to the Annual Open Enrollment deadline date that the insurance coverage will be declined (rejoining at a later date could require a waiting period before pre-existing conditions would be covered). Those employees hired after the start of the school year will receive an Employee Benefit Allowance prorated from the date of hire. Details and forms are available in the District Insurance and Business offices.

Any pension or tax liability resulting from this benefit package will be the obligation of the employee.

## **C. Dental**

If obtainable, the district shall provide a group dental insurance plan. All premium costs for the plan shall be paid for by the employee.

## **D. Life**

Anyone employed six (6) hours or more per day, in one or more job areas, shall be provided a ten thousand dollar (\$10,000) group term life insurance policy. In addition, the board shall provide an allowance to cover the cost for group life insurance as provided in this article. Supplemental options will be made available to the employee via payroll deduction. Life insurance purchased within 30 days of the employee's hire date or during the Open Enrollment period is not subject to medical certification.

## **E. Insurance Committee**

An Insurance Committee will be formed no later than September 1 of each year. The committee will consist of:

- Five (5) UEA bargaining unit members appointed by the Association, one of which is a co-chair
- Two (2) District Administrators, one of which is a co-chair
- Two (2) Representatives from other employee groups (i.e. secretaries, custodians/maintenance)

All committee members shall be currently enrolled in the District 116 health insurance plan. The co-chairs of the committee will be responsible for scheduling meetings and preparing written information for the meetings. The committee will meet as necessary, but at least quarterly. The committee will:

- Provide regular and timely communication with participants
- Recommend changes (reduction or enhancements) to the benefit structure based on industry standards, actuarial data, plan performance, claims history, and other applicable data
- Consult with experts as needed and periodically participate with the District in obtaining quotes from alternate insurance carriers
- Have access to all information and data needed to carry out their responsibilities, including master policies, benefit documents, claim procedures and experience, etc.
- Consider all options which are in the best interest of the plan, taking into account, without limitation, benefit designs and options, cost savings, cost containment options, managed care, preventative and wellness programs and the like
- Consider modifications of the benefits currently in effect, selection of insurance, selection of managed care networks and brokers, and establishment of premium levels for single and dependent coverage
- Educate plan participants concerning the Insurance Plan and the options and alternatives

available to each participant  
The committee will provide the Board with plan recommendations by a date agreed upon by the co-chairs and the recommendation will not be unreasonably rejected

**F. Patient Protection and Affordable Care Act**

If at any time during the term of this Agreement, a change in federal or state laws or regulations becomes effective which affects the cost or availability of any of the employee healthcare benefits offered under this agreement, the parties hereto agree to reopen the Agreement for the express limited purpose of renegotiating the affected provisions.

**G. Personal Property Damage**

A joint District-Association committee shall secure and review insurance options relative to personal property damage. The review shall be completed by October 1, 1999.

**8.13 Compensation and Retirement**

**A. Compensation**

The Board of Education and the UEA will work in collaboration to restructure the salary schedule inclusive of current individualized Employer Pick Up of the employees' share of IMRF. The structured salary schedules are as follows:

**ESP Staff:**

For the 2023-2024 school year: ESP Staff will receive an average 17.10% increase, inclusive of step, as outlined on the 2023-2024 ESP Pay Schedule. All current ESP staff will be placed one step down from their 2022-2023 placement along with any additional horizontal/education placement change as laid out in this agreement. Those that have moved off the pay schedule will go onto step 20 or receive 10% added to their pay from 2022-2023, whichever is the greater increase.

For the 2024-2025 school year: ESP Staff will receive an average 5.11% increase, inclusive of step, as outlined on the 2024-2025 ESP Pay Schedule. All current ESP staff will be placed one step down from their 2023-2024 placement along with any additional horizontal/education placement change as laid out in this agreement. Those that have moved off the pay schedule will go onto step 20 or receive 5% added to their pay from 2023-2024, whichever is the greater increase.

For the 2025-2026 school year: ESP Staff will receive an average 3.46% increase, inclusive of step, as outlined on the 2025-2026 ESP Pay Schedule. All current ESP staff will be placed one step down from their 2024-2025 placement along with any additional horizontal/education placement change as laid out in this agreement. Those that have moved off the pay schedule will go onto step 20 or receive 4% added to their pay from 2024-2025, whichever is the greater increase.

**Nurses:**

For the 2023-2024 school year: Nurses will receive an average 14.94% increase, inclusive of step, as outlined on the 2023-2024 ESP Pay Schedule. All current Nurses will be placed one step down from their 2022-2023 placement. Those that have moved off the pay schedule will go onto step 20 or receive 10% added to their pay from 2022-2023, whichever is the greater increase.

For the 2024-2025 school year: Nurses will receive an average 4.52% increase, inclusive of step, as outlined on the 2024-2025 ESP Pay Schedule. All current Nurses will be placed one step down from their 2023-2024 placement. Those that have moved off the pay schedule will go onto step 20 or receive 5% added to their pay from 2023-2024, whichever is the greater increase.

For the 2025-2026 school year: Nurses will receive an average 4.38% increase, inclusive of step, as outlined on the 2025-2026 ESP Pay Schedule. All current Nurses will be placed one step down from their 2024-2025 placement. Those that have moved off the pay schedule will go onto step 20 or receive 4% added to their pay from 2024-2025, whichever is the greater increase.

**ESP Gerber School Peace Team Members:**

Beginning with the 2023-2024 school year, all Peace Team/Crisis Counselor stipends will end and be replaced by the ESP Gerber School Peace Team Members Pay Schedule. The number of ESP Gerber Peace Team positions shall not exceed four positions. The pay schedule will begin with step 1 at \$23.00 per hour with \$0.25 increases for each step. All current Gerber School Peace Team Members will be placed one step down from their 2022-2023 step placement on the ESP Pay Schedule. Those that have moved off the pay schedule will go onto step 20 or receive 10% added to their pay from 2022-2023, whichever is the greater increase.

For the 2024-2025 school year: Gerber School Peace Team Members will receive a \$0.50 per hour increase, inclusive of step, applied to all cells of the 2023-24 pay schedule. Those that have moved off the pay schedule will go onto step 20 or receive 5% added to their pay from 2023-2024, whichever is the greater increase.

For the 2025-2026 school year: Gerber School Peace Team Members will receive a \$0.50 per hour increase, inclusive of step, applied to all cells of the 2024-2025 pay schedule. Those that have moved off the pay schedule will go onto step 20 or receive 4% added to their pay from 2024-2025, whichever is the greater increase.

**Urbana Adult Education Center:**

Full-time Urbana Adult Education Center teachers with a teaching license will receive salaries based on the following formula:

| <b>Salary Schedule Amount<br/>(per placement on the CBA licensed salary grid) :</b> | <b>\$</b>     |
|---|---------------|
|   | <b>Amount</b> |
| <b>Less 9.4% TRS (/1.094)</b>   | <b>\$</b>     |
| <b>Plus 4.5% IMRF (*1.045)</b>  | <b>\$</b>     |
| <b>Divided by USD 185 days (daily rate)</b>   | <b>\$</b>     |
| <b>Multiplied by Number of Days Worked: _____</b>                                   | <b>\$</b>     |
| <b>Total Annual Salary</b>  | <b>\$</b>     |

Teachers covered by this section will receive an annual copy of the salary worksheet used to determine their compensation.

**B. Retirement**

From the Compensation Schedule, the Board shall deduct and remit for each employee eligible to participate in the Illinois Municipal Retirement Fund (hereinafter “employee(s)”), a sum as required by IMRF to be applied for the retirement account of such employee. It is the intent of the parties by this Agreement to qualify these payments as “picked-up” contributions within the meaning of Section 414(h)(2) of the Internal Revenue Code so as to be excludable from the gross income of all such employees. Such employees shall have no right or claim to the funds so remitted except as they may

subsequently become available upon retirement or resignation from the Illinois Municipal Retirement Fund.

No such employee shall have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of such employees' required contribution to the Illinois Municipal Retirement Fund is a condition of employment made in order to secure such employees' future services, knowledge, and experience.

The balance of the amount due each such employee pursuant to such Compensation Schedule shall be payable to the employee as salary installments as otherwise provided herein, provided the Board shall deduct there from all monies as required by law or as authorized by the employee 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 the Illinois Municipal Retirement Fund for the account of such employee.

**ESP Pay Schedule  
2023-2024**

| <b>Step</b> | <b>HS</b> | <b>30 Hrs</b> | <b>Assoc</b> | <b>Bach</b> | <b>Peace Team</b> | <b>Nurses</b> |
|-------------|-----------|---------------|--------------|-------------|-------------------|---------------|
| <b>1</b>    | \$18.00   | \$18.25       | \$18.50      | \$19.00     | \$23.00           | \$34.00       |
| <b>2</b>    | \$18.25   | \$18.50       | \$18.75      | \$19.25     | \$23.25           | \$34.50       |
| <b>3</b>    | \$18.50   | \$18.75       | \$19.00      | \$19.50     | \$23.50           | \$35.00       |
| <b>4</b>    | \$18.75   | \$19.00       | \$19.25      | \$19.75     | \$23.75           | \$35.50       |
| <b>5</b>    | \$19.00   | \$19.25       | \$19.50      | \$20.00     | \$24.00           | \$36.00       |
| <b>6</b>    | \$19.25   | \$19.50       | \$19.75      | \$20.25     | \$24.25           | \$36.50       |
| <b>7</b>    | \$19.50   | \$19.75       | \$20.00      | \$20.50     | \$24.50           | \$37.00       |
| <b>8</b>    | \$19.75   | \$20.00       | \$20.25      | \$20.75     | \$24.75           | \$37.50       |
| <b>9</b>    | \$20.00   | \$20.25       | \$20.50      | \$21.00     | \$25.00           | \$38.00       |
| <b>10</b>   | \$20.25   | \$20.50       | \$20.75      | \$21.25     | \$25.25           | \$38.50       |
| <b>11</b>   | \$20.50   | \$20.75       | \$21.00      | \$21.50     | \$25.50           | \$39.00       |
| <b>12</b>   | \$20.75   | \$21.00       | \$21.25      | \$21.75     | \$25.75           | \$39.50       |
| <b>13</b>   | \$21.00   | \$21.25       | \$21.50      | \$22.00     | \$26.00           | \$40.00       |
| <b>14</b>   | \$21.25   | \$21.50       | \$21.75      | \$22.25     | \$26.25           | \$40.50       |
| <b>15</b>   | \$21.50   | \$21.75       | \$22.00      | \$22.50     | \$26.50           | \$41.00       |
| <b>16</b>   | \$21.75   | \$22.00       | \$22.25      | \$22.75     | \$26.75           | \$41.50       |
| <b>17</b>   | \$22.00   | \$22.25       | \$22.50      | \$23.00     | \$27.00           | \$42.00       |
| <b>18</b>   | \$22.25   | \$22.50       | \$22.75      | \$23.25     | \$27.25           | \$42.50       |
| <b>19</b>   | \$22.50   | \$22.75       | \$23.00      | \$23.50     | \$27.50           | \$43.00       |
| <b>20</b>   | \$22.75   | \$23.00       | \$23.25      | \$23.75     | \$27.75           | \$43.50       |

Those that have moved off the salary schedule will go onto step 20 or receive 10% added to their salary from 2022-2023, whichever is the greater increase.

**ESP Pay Schedule  
2024-2025**

| <b>Step</b> | <b>HS</b> | <b>30 Hrs</b> | <b>Assoc</b> | <b>Bach</b> | <b>Peace Team</b> | <b>Nurses</b> |
|-------------|-----------|---------------|--------------|-------------|-------------------|---------------|
| 1           | \$18.50   | \$19.00       | \$19.50      | \$20.00     | \$23.50           | \$35.25       |
| 2           | \$18.75   | \$19.25       | \$19.75      | \$20.25     | \$23.75           | \$35.75       |
| 3           | \$19.00   | \$19.50       | \$20.00      | \$20.50     | \$24.00           | \$36.25       |
| 4           | \$19.25   | \$19.75       | \$20.25      | \$20.75     | \$24.25           | \$36.75       |
| 5           | \$19.50   | \$20.00       | \$20.50      | \$21.00     | \$24.50           | \$37.25       |
| 6           | \$19.75   | \$20.25       | \$20.75      | \$21.25     | \$24.75           | \$37.75       |
| 7           | \$20.00   | \$20.50       | \$21.00      | \$21.50     | \$25.00           | \$38.25       |
| 8           | \$20.25   | \$20.75       | \$21.25      | \$21.75     | \$25.25           | \$38.75       |
| 9           | \$20.50   | \$21.00       | \$21.50      | \$22.00     | \$25.50           | \$39.25       |
| 10          | \$20.75   | \$21.25       | \$21.75      | \$22.25     | \$25.75           | \$39.75       |
| 11          | \$21.00   | \$21.50       | \$22.00      | \$22.50     | \$26.00           | \$40.25       |
| 12          | \$21.25   | \$21.75       | \$22.25      | \$22.75     | \$26.25           | \$40.75       |
| 13          | \$21.50   | \$22.00       | \$22.50      | \$23.00     | \$26.50           | \$41.25       |
| 14          | \$21.75   | \$22.25       | \$22.75      | \$23.25     | \$26.75           | \$41.75       |
| 15          | \$22.00   | \$22.50       | \$23.00      | \$23.50     | \$27.00           | \$42.25       |
| 16          | \$22.25   | \$22.75       | \$23.25      | \$23.75     | \$27.25           | \$42.75       |
| 17          | \$22.50   | \$23.00       | \$23.50      | \$24.00     | \$27.50           | \$43.25       |
| 18          | \$22.75   | \$23.25       | \$23.75      | \$24.25     | \$27.75           | \$43.75       |
| 19          | \$23.00   | \$23.50       | \$24.00      | \$24.50     | \$28.00           | \$44.25       |
| 20          | \$23.25   | \$23.75       | \$24.25      | \$24.75     | \$28.25           | \$44.75       |

Those that have moved off the salary schedule will go onto step 20 or receive 5% added to their salary from 2023-2024, whichever is the greater increase.

| ESP Pay Schedule<br>2025-2026   |         |         |         |         |            |         |
|---|---------|---------|---------|---------|------------|---------|
| Step  | HS      | 30 Hrs  | Assoc   | Bach    | Peace Team | Nurses  |
| 1   | \$19.00 | \$19.50 | \$20.00 | \$20.50 | \$24.00    | \$36.50 |
| 2   | \$19.25 | \$19.75 | \$20.25 | \$20.75 | \$24.25    | \$37.00 |
| 3   | \$19.50 | \$20.00 | \$20.50 | \$21.00 | \$24.50    | \$37.50 |
| 4   | \$19.75 | \$20.25 | \$20.75 | \$21.25 | \$24.75    | \$38.00 |
| 5   | \$20.00 | \$20.50 | \$21.00 | \$21.50 | \$25.00    | \$38.50 |
| 6   | \$20.25 | \$20.75 | \$21.25 | \$21.75 | \$25.25    | \$39.00 |
| 7   | \$20.50 | \$21.00 | \$21.50 | \$22.00 | \$25.50    | \$39.50 |
| 8   | \$20.75 | \$21.25 | \$21.75 | \$22.25 | \$25.75    | \$40.00 |
| 9   | \$21.00 | \$21.50 | \$22.00 | \$22.50 | \$26.00    | \$40.50 |
| 10  | \$21.25 | \$21.75 | \$22.25 | \$22.75 | \$26.25    | \$41.00 |
| 11  | \$21.50 | \$22.00 | \$22.50 | \$23.00 | \$26.50    | \$41.50 |
| 12  | \$21.75 | \$22.25 | \$22.75 | \$23.25 | \$26.75    | \$42.00 |
| 13  | \$22.00 | \$22.50 | \$23.00 | \$23.50 | \$27.00    | \$42.50 |
| 14  | \$22.25 | \$22.75 | \$23.25 | \$23.75 | \$27.25    | \$43.00 |
| 15  | \$22.50 | \$23.00 | \$23.50 | \$24.00 | \$27.50    | \$43.50 |
| 16  | \$22.75 | \$23.25 | \$23.75 | \$24.25 | \$27.75    | \$44.00 |
| 17  | \$23.00 | \$23.50 | \$24.00 | \$24.50 | \$28.00    | \$44.50 |
| 18  | \$23.25 | \$23.75 | \$24.25 | \$24.75 | \$28.25    | \$45.00 |
| 19  | \$23.50 | \$24.00 | \$24.50 | \$25.00 | \$28.50    | \$45.50 |
| 20  | \$23.75 | \$24.25 | \$24.75 | \$25.25 | \$28.75    | \$46.00 |
|   |         |         |         |         |            |         |
| Those that have moved off the salary schedule will go onto step 20 or receive 4% added to their salary from 2024-2025, whichever is the greater increase. |         |         |         |         |            |         |

**8.14 Payroll**

Payroll checks will be issued beginning on Friday, September 8th, 2023, and alternating Fridays thereafter. Should there be more than twenty-six (26) paydays, scheduled paychecks will be prorated to include the additional payday.

If a regular pay date falls on a national holiday on which banks are closed, teachers shall receive their pay on the banking business day immediately prior. During the summer period, checks shall be mailed on the regular pay date to the designated address of the employee. The Association and the Employer encourage all employees to participate in direct deposit.

If negotiations are not concluded on or before August 30 of any year, the first paycheck of the new school year will be reflective of the prior year’s salary schedule. Any necessary adjustments due to an increase in salary shall be reflected in the next paycheck, providing a settlement has been reached ten (10) days in advance of the next pay date.

Brand new hires to the district that attend New Teacher Orientation will receive a \$100 per day paid on the bi-weekly payday reflective of the pay period dates in which those days were worked.

The district reserves the right to change these dates to accommodate its electronic timekeeping system.

Equal Pay Option:

Employees in at least a single six hour per day position shall, after completing an entire school year without utilizing dock days, be entitled to elect the equal pay option as outlined herein.

Employees may not switch from the equal pay option or the timesheet option during the school year, but may notify the Human Resources office, in writing, by the end of the school year if they would like to switch for the next school year. Otherwise, they will be left on the option as they had the previous year.

**8.15 Paid Holidays**

Employees receive pay for ten (10) holidays to be determined by the Superintendent or a designee. All Non-Certified/ESPs will be notified of the upcoming school year's paid holidays no later than August 15th. However, in order to be eligible to receive holiday pay, employees must be in pay status the day immediately preceding and following the actual holiday. When the holiday falls on a weekend, employees must be in pay status the preceding Friday and the following Monday. Pay status is defined as receiving compensation for services provided to the district or receiving compensation for utilizing paid benefit leave.

**8.16 Substitutes - Regular Assigned ESPs**

A regularly assigned ESP with a Professional Educator License or Substitute Teaching License will be used as a substitute only in an emergency situation and as agreed by the ESP and principal or designee. They will be compensated at the same rate as certified internal substitutes based on pre-K/elementary or secondary assignments (or in one hour increments if subbing during plan/lunch).



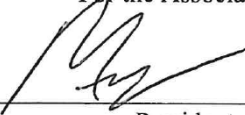
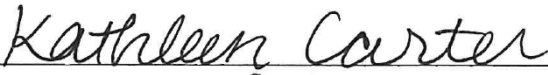
**Article IX - Duration**

**9.01 Terms of Agreement**

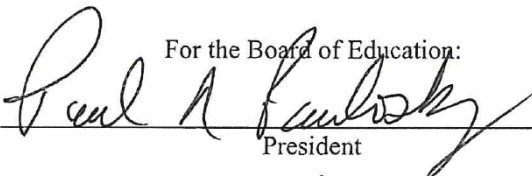
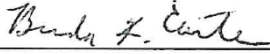
This agreement shall be effective August 14, 2023, and shall continue in effect until August 10, 2026.

In witness thereof:

For the Association:

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

For the Board of Education:

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