Contractual Agreement Between

Regional Office of Education, La Salle, Marshall & Putnam Counties

&

La Salle County Alternative School Council
of Local 604, IFT/AFT

2022-23

ARTICLE I – RECOGNITION

The Regional Office of Education – La Salle, Marshall and Putnam Counties, Illinois, hereby recognizes the La Salle County Alternative School Council of AFT Local 604 as the sole and exclusive bargaining agent for all full-time and part-time certified or non-certified personnel employed by the La Salle, Marshall and Putnam Counties Regional Office of Education at the La Salle, Marshall and Putnam Counties Alternative School. Excluded are all administrators as defined by the Illinois Education Labor Relations Act.

Heretofore, the LaSalle County Alternative School Council shall be referred to as the "Union" and the Regional Office of Education – La Salle, Marshall and Putnam Counties, Illinois, shall be referred to as the "ROE."

It is recognized between the Union and the ROE that the Union shall be the sole and exclusive bargaining agent on matters affecting wages, hours, and terms and conditions of employment for those personnel it represents.

ARTICLE II – GENERAL UNION RIGHTS

A. The Union and its representative shall have the right to use school building for membership meetings upon approval by the Site Coordinator of the scheduled time for such use. Such use shall be only before the beginning of the school day or after the close of the school day.

B. The Union shall have reasonable use of office equipment consistent with policies adopted by the ROE governing such use, and such use shall not interfere with school functions or scheduling.

C. The Site Coordinator shall be available to meet at least once a month with the Union president to discuss school operations and the implementation of this Agreement.

D. The ROE will deduct the required amount for the payment of Union dues from the pay of each employee from whom it receives authorization to do so.

E. The Union shall have bulletin board space in the school for the posting of Union notices and information.

F. A copy of the Annual Regional Safe Schools Grant Program, consisting of the annual grant application, the audit, and state aide figures, shall be made available to the Union.

G. The Union President shall be provided with a complete list of the following information for all employees in the bargaining unit within ten (10) days of the start of the school year and within ten (10) days from the date of a new hire: name, address, job title, date of hire, worksite location, employee identification number, work telephone number, work email address, personal home or cellular phone

number and personal email address. The list should be in Excel format (or equivalent).

H. The Union shall be notified as soon as practicable of the Board's receipt of a Freedom of Information Act (FOIA) request that asks for information about any bargaining unit member. In response to any such outside request, the Board shall not divulge any of the following employee information: home address (including zip code and county), date of birth, home/personal phone number, personal email address, any information related to membership status in a labor organization or name(s) of such organization(s), whether or not an employee has authorized the payment of dues or moneys to such an organization, the amounts of any such dues or moneys, and emails or other communications between a labor organization and its members. The Board shall provide the Union with a copy of any response to any such FOIA request within five (5) business days of sending the response.

ARTICLE III – WORKING CONDITIONS

A. The workday for teachers shall be 6.5 hours in length. Included in the 6.5 hours is one-half hour before the students arrive and one-half hour after the students leave. The workday for Para-Professionals is from 8:00 a.m. until 2:30 p.m. The workday for secretaries is from 7:30 a.m. until 3:00 p.m.

B. All persons covered by this Agreement shall have a 30-minute, duty-free lunch period. Secretaries shall, in addition, have a morning and afternoon break of 10 minutes each. If anyone covered by this agreement is assigned a duty during the duty-free lunch period, he/she will be paid.

C. In the event that a substitute teacher is not available and the absent teacher's class is combined with another teacher's class, that teacher shall be paid at the rate of $100.00 per day. Teacher aides of in the same situation shall be paid at the rate of $50.00 per day in the event that no aide from the absent teacher's class is present to assist. Teacher aides who are certified teachers and cover classes for absent teachers shall be paid at the rate of $75.00 per day. These rates of pay are in addition to the regular salary paid teachers and aides.

D. Job descriptions shall exist for all persons covered by this Agreement. The ROE shall provide the employee with his/her job description.

E. Incidents of battery committed against employees shall be reported by the Site Coordinator to the local/county law enforcement agency no later than three (3) days after the occurrence of the incident, or within such time as may be required by law whichever is less. It is the responsibility of the employee to notify the Site Coordinator/designee in writing of the incident as close to the time of the incident as possible but within the three (3) day timeframe.

F. There shall be a stipend of $20.00 per day if a teacher is assigned to kitchen duty. The employee in charge of the kitchen shall be certified by the LaSalle County Health

Department. This stipend does not apply to Para-Professionals or other employees other than certified teachers. A properly certified employee who serves as Food Director shall receive a stipend of $1,500 per semester to be paid at the end of each semester.

G. The Lead Teacher shall receive a stipend of $1,250 per semester to be paid at the end of each semester.

H. The Dean of Students shall receive a stipend of $3,000 per semester to be paid at the end of each semester. Additionally, the Dean of Students agrees to work five (5) additional days prior to the start of the school year and five (5) additional days after the conclusion of the school year, which shall be the workdays immediately prior to the start and immediately after the conclusion of the school year.

I. The school calendar shall consist of 180 workdays for teachers and aides and 200 workdays for secretaries.

J. All full-time professional, salaried employees (non-hourly) covered by the Agreement shall be offered single health insurance. The ROE will pay 95% of the cost of the premium. In addition, the ROE will pay 95% of the cost of vision, dental and life insurance. The life insurance benefit shall be in the amount of $40,000.

K. Seniority shall be defined as the length of service to the ROE in the alternative school. Seniority shall be determined as follows:

- The number of years of full-time service in the ROE.
- Service starts on the day that the employee starts full-time work.
- Seniority does not accrue during any leave without pay that is 90 days or more.

L. The ROE shall provide the Union with a seniority list of all employees by February 1 of each calendar year

M. Seniority, evaluations, and program needs will determine teacher employment on a yearly basis. By the end of the school year, the ROE will notify those employees who will be returning for the following school year and those employees who will not be offered employment for the following school year. If all areas are equal, seniority will prevail.

N. Paydays shall be twice a month on the 15th and the last day of the month. When paydays as scheduled fall on a weekend or holiday, salary checks shall be issued on the last workday.

O. All employees covered by this Agreement shall have safe, clean and sanitary working conditions.

P. All employees covered by this Agreement shall have access to an employee lounge.

Q. Aides will not be required to develop lesson plans, but may carry out existing lesson plans in the presence of a certified teacher.

R. All changes in policy, curriculum, and school procedures are to be put in writing and given to each teacher.

S. Neither employees nor the administration should openly criticize each other in front of students or peers or anyone else. All such instances will be forwarded to the Union or Site Coordinator**,** and appropriate action will be taken in the form of a grievance or discipline.

ARTICLE IV – GRIEVANCE PROCEDURES

A. A grievance shall be defined as any claim by the Union or by an employee covered by this Agreement that there has been a violation of the terms of this Agreement. All grievances shall be submitted in writing with ten (10) schools days of the event giving rise to the grievance or within ten (10) school days of the union or employee having knowledge of the event giving rise to the grievance**.**

B. All time limits stated in this Article consist of school days except when a grievance is submitted fewer than ten (10) days before the close of the current school term; then time limits shall consist of calendar days.

    1. All time limits may be extended by mutual agreement between the parties.

    2. If no written decision has been rendered within the limits required in the stated procedures, the grievance may proceed to the next step. If the employee fails to adhere to the time limits in the stated procedures, the grievance shall be withdrawn, and further appeal shall be barred.

C. If the parties agree, a grievance may be submitted directly to arbitration without first having exhausted the grievance procedure.

D. A grievance may be withdrawn at any level.

E. An employee who participates in the grievance procedure shall not be subject to disciplinary action or reprisal because of such action.

F. A grievance may be initiated and/or conducted by:

    1. An employee on his/her own behalf;

2. An employee accompanied by a Union representative;

3. A Union representative at the employee's request.

G. The employee, with or without Union representation, has the right to be present at all hearings and meetings concerning his/her grievance.

H. Any investigation or other handling or processing of any grievance by the grievant or the Union shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program. There shall be no loss of pay for attendance of meetings and hearings held under Article V.

I. Expenses incurred as a result of arbitration shall be shared equally and are limited to the arbitrator's fee except by mutual agreement.

J. All parties shall be provided copies of any documents submitted during the grievance process.

K. All documents, written communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

L. All documents, written communications, and records dealing with the processing of a grievance shall be removed from that separate file one year after the anniversary of the grievance process.

M. Processing Grievances:

Step 1. The parties hereto acknowledge that it is usually most desirable for an employee and the union president to resolve problems through free and informal communications; however, if the informal process fails to satisfy the employee, he or she may proceed to Step 2 below.

Step 2. If the grievance is not resolved at Step 1, the employee may present the grievance in writing to the Site Coordinator who will schedule a meeting to occur within ten (10) days after receipt of the grievance. The employee may be accompanied by a representative at the meeting. The employee may be allowed to present a reasonable number of relevant witnesses at the meeting. Within ten (10) days of the meeting, the employee shall be provided with the Site Coordinator's written decision, including the rationale for such decision.

Step 3. If the grievance is not resolved at Step 2, the employee may request a meeting with the ROE Superintendent or his designee to be convened within ten (10) days of the request unless more time is needed due to extenuating circumstances. The employee's request must be submitted within ten (10) school days of the Site Coordinator's decision. At such

meeting the employee may present a reasonable number of relevant witnesses.

Step 4. If the grievance is not received satisfactorily by the grievant after the third step, there shall be a fourth step of binding arbitration at the discretion of the Union. The Union may submit in writing within ten (10) school days of the ROE Superintendent's decision a request to enter into such arbitration. If a request for arbitration is not filed within ten (10) school days of the ROE Superintendent's decision under Step 3, then the grievance shall be deemed withdrawn.

Step 5. The parties shall jointly request the Federal Mediation and Conciliation Service to submit to them a list of five (5) arbitrators' names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From such list, each party shall strike two names with the party initially requesting the arbitration striking first. The person whose name remains shall be the arbitrator. The arbitrator selected shall be jointly notified of his/her selection and requested to contact the parties with respect to setting up a time for a hearing.

Step 6. Insofar as such arbitration is limited solely and simply to interpretation and implementation of the terms of this Agreement, both parties agree to abide by the results of the findings of the arbitrator. The arbitrator shall not have the power to add to, subtract from, alter or modify in any way, any of the terms or conditions of this Agreement.

N. TIME LIMITS: The time limits set forth in this Article for the filing and processing of grievances through arbitration are of the essence and may be extended only by mutual written consent of the parties. Consequently, if a grievance is not presented by the Union within the time limits set forth above, it shall be considered waived and may not be further pursued. If a grievance is not appealed to the to the next step within the specified time limit or any mutually agreed-to extension thereof, it shall be considered settled on the basis of the Employer's last answer or action. If the Employer does not answer a grievance or an appeal thereof within the specified time limits or does not hold an anticipated meeting pursuant to this provision, the grievance shall be treated as if it had been denied by the Employer and it may be advanced to the next step in the grievance procedure.

ARTICLE V – LEAVES

A. Sick Leave

1. All full-time employees covered by this Agreement will be granted sick leave based on years of experience at the Alternative School at the rate shown below:

Years	Sick Days
1-4	12
5-9	13
10-14	14
15-19	15
20-up	16

Hourly employees shall be credited their annual allotment of sick leave days after thirty (30) days of employment with the Safe School.

When hired during the course of the school year sick days will be prorated without loss of pay.

2. Sick leave not used in the year of service for which it was granted shall accumulate to a maximum of 340 days. ROE shall notify employees at the beginning of the school year of the total sick days accumulated.

3. Sick leave shall mean absence due to personal illness, quarantine at home, serious illness or death in the immediate family. The ROE may require a physician's certificate, or if the treatment is by prayer or spiritual means, a certificate from a spiritual advisor or practitioner or such a person's faith, as a basis for pay after an absence of three (3) successive days for personal illness. If the Administration believes there is a violation or abuse of the definition of sick leave in this paragraph, the Administration may ask for a physician's certificate.

4. Employees who will be absent for illness will advise the Site Coordinator or designee by telephone as soon as possible but not later than 6:00 a.m., if feasible, and, whenever possible, advise of the approximate duration of such illness.

B. Personal Leave

1. Each full-time employee covered by this Agreement shall be entitled to use two (2) days per year for personal leave without loss of pay. At least 24-hours' notice shall be provided to the Site Coordinator in advance of the leave whenever possible. The Site Coordinator must approve all such leave provided the required notice is given.

2. At the end of the school year all remaining personal days will roll over into accumulated sick leave.

C. Bereavement Leave

Each full-time employee covered by this Agreement shall be entitled to three (3) bereavement leave days per year without loss of pay to attend funerals of immediate family members. Immediate family shall mean parents, spouse, brothers, sisters, children, grandchildren, grandparents, parents-in-law, brothers/sisters-in-law, and legal guardians.

D. Child Care Leave

Child care leave shall be defined as a leave granted for maternity, paternity, or adoptive parenthood. Adoptive parenthood will apply only to children under the age of 10.

Persons covered by this Agreement shall be granted a child care leave for up to twelve (12) weeks under FMLA. Such leave can be extended by mutual agreement between the employee and the ROE.

Employees granted child care leave shall be returned to the same or similar position they held prior to the leave upon returning.

Child care leave is unpaid; however, the employee may remain on the employer's health insurance plan by making timely payments to the ROE office.

Commencement and return times from child care leaves are established by mutual agreement.

E. Sick Leave Bank

The Sick Leave Bank is a voluntary bank of Members' sick leave days administered by the Union's Sick Leave Bank Committee, which may be used for serious illness only by participating Members. The Board and Union agree that the Board shall, pursuant to the direction of the Union's Sick Leave Bank Committee, accept donations of Member's sick leave days to the Sick Leave Bank, shall hold these days, and further, pursuant to the direction of the Union's Sick Leave Bank Committee, and to the availability of days in the Sick Leave Bank, distribute days from the Sick Leave Bank.

The Union shall indemnify and hold harmless the ROE, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability including, but not limited to damages, attorney fees, and costs that shall arise out of or by reason of action taken by the ROE for the purpose of complying with the above provisions of this article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.

ARTICLE VI – PERSONNEL FILES

A. ROE shall maintain one official personnel file for each employee.

B. All documents to be placed in an employee's personnel file shall be inserted in a timely fashion with a copy to be provided to the employee.

C. Employees shall be allowed to inspect their official personnel file as soon as possible upon written request, but delayed inspection shall not exceed seven (7) days. All such inspections shall be conducted in the presence of the Site Coordinator or a designee.

D. Employees shall have the right to add documents or written statements in their own personnel file.

ARTICLE VII – EVALUATION

The ROE and Union recognize that teacher evaluations are tools for the improvement of teacher performance and for effective personnel management. Teacher evaluations shall be accomplished not less frequently than annually, and the completed evaluation shall be reviewed by the ROE or his/her designee with each teacher and a copy shall be provided to each teacher.

ARTICLE VIII –PAYROLL DEDUCTION

The District shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the Union. In the event that an employee revokes his or her dues in accordance with the terms in which he or she authorized the dues deductions, the Union will notify the employer after the close of the revocation window.

The District agrees to remit these dues and/or fees to the Union once each month that dues/fees are deducted. A list of teachers for whom deductions have been made and the amount of each deduction shall accompany the first remission. Any changes in personnel from the list previously furnished shall be submitted to the Union within ten (10) workdays.

The Union shall indemnify and hold harmless the ROE, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability including, but not limited to damages, attorney fees, and costs that shall arise out of or by reason of action taken by the ROE for the purpose of complying with the above provisions of this article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.

Teachers

2022-23	BA	BA+9	BA+18	BA+27	MA
1	38,853	39,310	39,767	40,224	41,139
2	40,019	40,489	40,959	41,431	42,373
3	41,184	41,668	42,153	42,637	43,607
4	42,350	42,848	43,346	43,844	44,842
5	43,514	44,027	44,538	45,051	46,076
6	44,680	45,206	45,732	46,257	47,310
7	45,846	46,386	46,925	47,464	48,544
8	47,011	47,565	48,118	48,671	49,778
9	48,177	48,744	49,311	49,877	51,012
10	49,342	49,924	50,504	51,084	52,247
11	50,508	51,103	51,697	52,291	53,481
12		52,282	52,890	53,497	54,715
13			54,083	54,704	55,949
14				55,911	57,183
15					58,417

The ROE will continue to submit teachers' TRS contributions as a tax shelter. Teachers will pay half of their TRS contribution from the salaries above, with the other half paid by the ROE in addition to the salaries above. Teachers' total compensation including the ROE's share of their TRS contribution is shown in the schedule below:

Salary plus ROE-paid TRS contribution (50% of the full contribution, factor = 1.0494505):

2022-23	BA	BA+9	BA+18	BA+27	MA
1	40,774	41,254	41,733	42,213	43,173
2	41,998	42,491	42,985	43,480	44,469
3	43,220	43,729	44,238	44,745	45,764
4	44,444	44,967	45,489	46,012	47,059
5	45,666	46,204	46,741	47,279	48,354
6	46,890	47,442	47,994	48,544	49,649
7	48,114	48,679	49,245	49,811	50,945
8	49,336	49,917	50,497	51,078	52,240
9	50,560	51,155	51,750	52,344	53,535
10	51,782	52,392	53,001	53,610	54,830
11	53,006	53,630	54,253	54,877	56,125
12		54,868	55,506	56,143	57,421
13			56,757	57,409	58,716
14				58,676	60,011
15					61,306

FLEX Long-Term Substitute Teachers

Bargaining unit employees who work as FLEX Long-Term Substitute Teachers shall be placed at BA, Step 1 and compensated on a pro-rata basis (the number of school days they work in such capacity divided by 180, multiplied by BA, Step 1). Any such FLEX teacher who has taught at least 100 days for the ROE in the two (2) prior, consecutive school years shall be compensated as above but shall be placed in the column that honors his/her educational attainment as deemed by the ROE to be relevant to education or otherwise of value to the program.

Secretaries & Para-Professionals

For the school year 2022-2023, Secretaries and Para-Professionals will be paid using the chart listed below.

			Paraprofessionals			
2022-23	**Secretaries**		**30 hours**	**60 hours**	**Bachelors**	**Masters**
1	13.85		13.85	14.49	15.75	16.37
2	14.27		14.27	14.92	16.22	16.86
3	14.70		14.70	15.37	16.70	17.38
4	15.14		15.14	15.82	17.20	17.89
5	15.59		15.59	16.30	17.71	18.42
6	16.05		16.05	16.79	18.26	18.98
7	16.55		16.55	17.28	18.79	19.55
8	17.03		17.03	17.82	19.35	20.13
9	17.55		17.55	18.34	19.94	20.74
10	18.07		18.07	18.90	20.54	21.36
11	18.63		18.63	19.47	21.15	22.01
12	19.17		19.17	20.05	21.78	22.66
13	19.74		19.74	20.66	22.45	23.34
14	20.35		20.35	21.26	23.12	24.04
15	20.96		20.96	21.90	23.82	24.76

Other non-certified positions

An individual who does not fit the requirements of a Secretary or a Para-Professional may be placed at the starting Para-Professional base rate at the discretion of the ROE Superintendent; in addition, he/she may grant years of experience when a person is hired. After the first year, the employee shall receive the same increase as other non-certified employees.

ARTICLE X—ROE RETIREMENT PLAN

A. **Eligibility—**A Teacher shall be eligible for the ROE's Retirement Benefit Plan subject to the following eligibility requirements:

   1. Can retire under the Teachers' Retirement System with no discount penalty (i.e., at least sixty (60) years of age on or before the last day of service in the District or at least age fifty-five (55) with at least thirty-five (35) years of TRS creditable service by the last day of service in the District.

   2. Will have at least ten (10) years of service with the ROE at the time of retirement.

   3. Shall not cause the ROE to pay any penalties to TRS resulting from creditable earnings in excess of six percent (6%) in the Teacher's four (4) years used for the TRS retirement calculation; and

   4. Must submit to the ROE office no later than July 31 of the first year of participation in the plan, an irrevocable letter of intent to retire.

B. **Retirement Compensation—**Teachers who are eligible to retire under this plan will be compensated by a six percent (6%) increase over their prior year's creditable earnings for up to four (4) years prior to their retirement. This retirement compensation shall be in lieu of any other step or lane movement (i.e., the retiring Teacher is deemed to be off-schedule). The Teacher further understands and acknowledges that he/she will not receive any other compensation for any additional activities or participation on behalf of the District during the years in which the Teacher is receiving the six percent (6%) retirement compensation.

C. **Post-Retirement Benefit—**The ROE shall pay to an eligible retiring Teacher a post-retirement benefit, not to be included as TRS earnings. The benefit shall be calculated as $200 credit for each year of service to the Safe School Program. The Post-retirement Benefit will be paid to the participant September 15 after retirement.

ARTICLE XI – Management Rights

It is recognized and agreed by the parties hereto that the governance of the Alternative School and the performance of all traditional functions and services of government must remain at all times and in all respects within the sole and exclusive control and determination of the elected officials of the Educational Service region in the exercise of the authority granted to them, and in the discharge of the duties placed upon them, by the citizens, except as this Agreement expressly provides employees with substantive rights.
By way of example only, and subject to the limitations of this contract, traditional rights reserved to the ROE shall be deemed to include the right to:

- establish and determine the services to be provided by the Alternative School and the method by which all activities shall be performed including equipment used, class sizes, number and duration of shifts, job classifications to which work is assigned, regular and overtime hours of work, and the starting and stopping times of such work;
- direct and supervise the work of its employees;
- plan, direct, and control all activities and operations;
- establish, reorganize or discontinue departments or to modify the operations and functions thereof, or to relocate, reassign;
- hire, promote, demote, transfer, and disqualify employees;
- to suspend, discipline, or discharge employees for just cause in accordance with, and subject to, the provisions of this contract;
- establish, maintain, and from time to time, modify or amend standards of attire, conduct and the like, and rules and regulations relating thereto.

ARTICLE XII – DURATION

This Agreement shall be in effect from July 1st, ~~2021~~ 2022, until June 30th, ~~2022~~ 2023.

_____, Union President

_____, ROE Superintendent or Assistant Superintendent