



NEGOTIATED CONTRACT

between

**THE BOARD OF EDUCATION
OF SCHOOL DISTRICT 90**

and

**The River Forest
Educational Support Professionals**

2022-2026

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Article I

PREAMBLE

A shared vision of the River Forest Educational Support Professionals and the Board of Education is to ensure that the District's schools become an exemplary learning community. The Association and the Board seek to create an environment where success for every student is the primary mission of the organization. The Association and the Board will seek to achieve the mission of the District through active collaboration. Building an exemplary learning community depends upon the people in the organization.

Therefore, the Board and the Association are committed to supporting the Administration in recruiting, developing and retaining individuals with exceptional expertise in their respective fields and a passionate commitment to the school as a professional learning community.

The following values guide the Association and Board's pursuit of this shared vision:

- We share responsibility for common goals.
- We collaborate to build positive working relationships.
- We support each other as team members.
- We communicate with each other and ensure that all voices are heard.
- We recognize and value each other's strengths.
- We work to develop an environment that promotes trust.

Article II

RECOGNITION AND SCOPE

2.1 Recognition.

The Board of Education of District 90, Cook County, Illinois (hereinafter the "Board") recognizes the River Forest Educational Support Professionals (hereinafter the "Association") as the sole and exclusive bargaining representative for all full and part-time regularly employed teaching assistants of River Forest Public Schools District 90 to include the position and/or job titles: Special Education Aides, General Education Aides, and LLC Aides.

Excluded: All persons employed by River Forest Public Schools District 90 in the following positions and/or job titles: supervisors; managerial, confidential and short-term employees as defined in Section 2 of the Illinois Educational Labor Relations Act, 115 ILCS 5/1, et seq.

2.2 Definition.

The phrase "bargaining unit member" or the term "employee" or "teaching assistant", when used herein shall refer to all employees who are represented by the Association in the bargaining unit as defined above.

2.3 Scope.

The Board and Association agree to negotiate in good faith with respect to wages, hours, terms, and conditions of employment as required by law, provided that the obligation to negotiate in good faith does not compel either party to agree to a proposal or require the making of a concession.

Article III

NEGOTIATION PROCEDURES

3.1 Meetings.

Either party may notify the other in writing after February 15th and before April 1st, of the year in which this Agreement is to expire, by a written demand to bargain, that it desires to modify or terminate the Agreement. If such notification is given, the parties agree to commence negotiations on a mutually agreeable date within 60 days of receipt of any such demand to bargain.

3.2 Composition of Bargaining Teams.

Each party shall select its own representatives. The respective negotiating representatives of the Board and the Association shall have the necessary power and authority to make proposals and counterproposals during negotiations and to be able to reach tentative agreements.

3.3 Information Access.

The Board agrees to provide the Association with access to the District's reports and records concerning the receipt and use of public funds.

3.4 Final Agreement.

There shall be two (2) signed copies of the final Agreement. One copy shall be retained by the Board and one by the Association. Newly hired employees shall be given a copy of this Agreement.

Article IV

TEACHING ASSISTANTS AND ASSOCIATION RIGHTS

4.1 Board Minutes.

Two copies of all open session Board minutes shall be mailed to or placed in the mailbox of the President(s) of the Association within a reasonable time after the minutes have been approved.

4.2 Employment Letters.

Individual teaching assistant employment letters, if any, are subject to the provisions of this Agreement.

4.3 New Employees.

Pursuant to 115 ILCS 5/3(c)(2), name, position, assigned building, and personal contact information on file with the District of newly hired teaching assistants shall be made available to the Association with ten (10) calendar days of the date of hire.

4.4 Non-Discrimination.

Because the parties are sensitive to the individual rights of employees, they agree that all rights and benefits afforded under the terms of the Agreement shall apply equally to all employees without discrimination based upon applicable state and federal law.

4.5 Vacancies.

Whenever a vacancy or newly created position occurs, notice of each position will be emailed to all district staff within ten (10) school days after the vacancy or newly created position occurs. Qualified members of the bargaining unit may apply for any vacancy within the unit. For the purpose of this section of the Agreement, a vacancy shall be defined as an open, regular, full- or part-time teaching assistant position available due to retirement, resignation or discharge. All vacancies are filled at the discretion of the Board. If such an applicant is not selected, the applicant may request a meeting with the Superintendent or his designee. At this conference, reasons why the applicant was not selected will be given.

4.6 Assignments.

Teaching assistants will be given notice as soon as reasonably practicable as to any change in their regular teaching assistant assignments.

4.7 Official District Calendar.

The Association may designate an employee to represent teaching assistants on the District's Calendar Committee.

4.8 Association/Administration Relationship.

Recognizing the importance of maintaining communication to better foster a good relationship and professional atmosphere throughout the school system:

- a. The administrative staff will formally meet with representatives of the Association on a regularly scheduled basis, but no less than two (2) times per school year, for the purpose of discussion of information and exchange of ideas. The administrative team will include at least one principal, the Director of Student Services, and the Superintendent; the teaching assistants will be represented by two member representatives of the Association; and
- b. Two members of the Board and the two co-presidents of the Association will meet a minimum of one (1) time per year for dinner for the purpose of discussion of information and exchange of ideas.

4.9 Association Leave.

The President(s) and/or his/her designee will be entitled to take up to three (3) days to attend to Association business without loss of salary provided the Association reimburses the District for cost of substitutes. No one person can use more than two (2) days total of Association Leave.

4.10 New School Term.

At the conclusion of the first general staff meeting of the school term, the Association shall have the opportunity to hold a meeting prior to individually scheduled building or departmental meetings.

4.11 Bulletin Board & Mailboxes.

The Association shall have the right to post notices of its activities within the areas provided for employee use. The Association may use the inter-school delivery service, photocopy services, and teaching assistant mailboxes to conduct its business.

4.12 Association Meetings.

On the third Tuesday of each month of the school term, the Board shall not schedule any meeting involving teaching assistants after the normal student day, and the Association may utilize this time to conduct its business.

Article V

MANAGEMENT RIGHTS

5.1 General Retention.

Subject to any specified limitations in this Agreement and the Illinois Educational Labor Relations Act (115 ILCS 5/1 *et al.*), it is agreed that the Board retains and reserves, without limitation, all rights, authority, duties, and responsibilities conferred upon and vested in by the laws and Constitution of the State of Illinois and the Union States, including, but not limiting, rights to:

- a. The exclusive management, organization, and administrative control of the District, its properties, facilities, and the work activities of employees.
- b. Direct the work of its employees, determine the time and hours of operation of the school district and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services provided the District notifies the Association before doing so.
- c. Hire all employees, to determine their qualifications and the conditions of their continued employment, and to review, evaluate, promote, assign, and transfer such employees.
- d. Establish educational polices, goals, and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number and the kinds of personnel required in order to maintain the efficiency of District operations.
- e. Build, move or modify facilities, establish budget procedures and determine budgetary allocation, and take action on any matter in the event of an emergency.

5.2 No-Strike Clause.

Neither the Union nor any of its members nor its agents nor any employee, for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or picketing in any manner which would disrupt the operation of the school during the term of this Agreement.

Article VI

GRIEVANCE PROCEDURE

6.1 General.

The parties hereto acknowledge that it is usually most desirable for an employee and their immediate supervisor to resolve problems through free and informal communication. When requested by the employee, an Association representative may accompany the employee in order to assist in the informal resolution of a complaint. If, however, the informal process fails to satisfy the employee and the Association, a grievance may be filed as provided below.

6.2 Definition.

A grievance is defined as written claim that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. No grievance will be processed or entertained unless it is filed in writing in accordance with Step 1 within fifteen (15) days after the grievant has become aware or should have become aware, through the use of reasonable diligence, or the occurrence of the event giving rise to the grievance.

6.3 Time Limits.

All time limits consist of school days except that between the end of the school term in June and the beginning of the next school term, the time limits shall consist of days when the District's business offices are open. All time limits may be extended by mutual written agreement between the parties. Failure to follow the time limits, except when mutually extended, shall act as a bar for further process of the grievance.

6.4 Procedure.

The grievance procedure shall be as follows:

Informal Step: Prior to filing a grievance at Step 1, a good faith attempt should be made by the grievant and their immediate supervisor to informally resolve the problem. Any informal resolution must conform with the terms of this Agreement. If the informal process fails to resolve the problem, then all grievance timelines contained herein shall continue to apply, unless both parties mutually agree to extend the timelines.

Step 1: The grievant shall file their grievance in writing with their building principal or immediate supervisor within fifteen (15) days after the event that led to the grievance. The building principal or immediate supervisor shall confer with the grievant within ten (10) days. A decision in writing shall be rendered to the grievant within ten (10) days of the conference. For grievances involving an administrator above the building level, the grievance may be initially filed at Step 2 by the Association or employee.

Step 2: If a satisfactory agreement is not reached at Step 1, the grievant may appeal to the Superintendent or their designee in writing within ten (10) days after receipt of the decision of the building principal or their immediate supervisor. The Superintendent or their designee shall hold a conference within ten (10) days after receipt of the appeal and a written decision shall be rendered by the Superintendent or designee within ten (10) days after the conference.

Step 3: If the grievance is not resolved at Step 2 or if no decision has been rendered within ten (10) days of the meeting with the Superintendent, the Association may present the written grievance to the Board within ten (10) days after receipt of the Superintendent's Step 2 decision or the date the Superintendent's Step 2 decision was due. The Board or a committee shall hold a hearing at a meeting called for this purpose not later than twenty (20) days following receipt of the grievance by the Board President. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop pertinent facts to the grievance. Upon conclusion of the hearing, the Board shall provide a written decision to the grievant and the Association within ten (10) days.

Step 4: In the event that the grievant is not satisfied with the disposition of their grievance at Step 3 and with Association approval, the grievance may be submitted to binding arbitration within ten (10) days after receipt of the Step 3 decision. The parties shall attempt to agree upon an arbitrator within ten (10) school days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within the ten (10) day period, the parties shall request an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the standard operating procedures set forth by the American Arbitration Association. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. He shall consider and decide only the specific issues submitted to him in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The fees of the arbitrator and that of attendance of a court reporter, if requested by either party, shall be divided equally between the Board and the Association. All other expenses (including the cost of any transcript) shall be borne by the party incurring them.

6.5 No Reprisal.

An employee who participates in the grievance procedure shall not be subject to discipline or reprisal because of such participation.

6.6 Employee Records.

Files of grievances shall be kept separate and apart from the personnel files.

Article VII

PROBATIONARY PERIOD

The probationary period shall be a period of ninety (90) working days from an employee's date of hire. A newly hired probationary employee may be discharged without recourse any time prior to the end of the probationary period. The discharge of a newly hired probationary employee shall not be subject to the grievance article herein and shall not be otherwise challengeable under any other of the provisions of this Agreement.

At the conclusion of the probationary period, the supervisor shall schedule a probationary evaluation conference and submit to the employee a probationary performance evaluation report. Upon successful completion of the probationary period, an employee shall be considered a non-probationary employee and credited with seniority from the date the probationary period began.

Article VIII

SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by legislative or judicial authority, to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Article IX

EMPLOYEE EVALUATION

A formal evaluation shall be conducted at least once per year and should be on forms applicable to the job classification. All evaluations shall be reduced to writing and a copy given to the employee. The employee and the supervisor shall mutually agree to a date and time for a post-evaluation conference in which to discuss the evaluation. The evaluation forms for teaching assistants shall include areas of strength, areas for growth, and suggestions to improve job performance.

If the employee disagrees with the evaluation, they may submit a written response within fifteen (15) days of receipt of the evaluation, which shall be attached to the file copy of the evaluation. In no case shall the employee's signature be construed to mean that they agree with the contents of the evaluation but only that the evaluation has been discussed.

Article X

REDUCTION IN FORCE, SENIORITY, NOTICE OF TENTATIVE ASSIGNMENT & RE-EMPLOYMENT NOTICE

10.1 Reduction in Force (“RIF”).

In its sole discretion, the Board may determine to decrease the number of teaching assistants employed in the District or to discontinue some particular type of teaching assistant service. Any employee who is removed or dismissed as a result of RIF shall be given written notice by personal delivery and certified mail, return receipt requested, at least 30 days before the employee is removed or dismissed.

Teaching assistants affected by RIF shall be honorably dismissed by seniority within their category of position on the seniority list. Teaching assistants with the shorter length of continuous service in the District shall be dismissed first, provided employees with greater seniority are qualified to hold the positions of those employees with less seniority.

Employees who have been honorably dismissed shall have recall rights to any vacancy the employee is qualified to fill which occurs for the following school term or within one calendar year from the beginning of the school term following the RIF. During this recall period, employees on the recall list shall be offered in reverse order of seniority any vacancy occurring within the specific category of position from which they have been removed or dismissed, provided the employee is legally qualified to hold such vacant position.

10.2 Seniority.

Seniority will be defined as total continuous years of service in the District within the bargaining unit. Any break in service, which is the result of a resignation, will result in a forfeiture of any year’s credit towards seniority. Pro-rata seniority credit shall be given for part-time service and partial years of service. Unpaid leaves of absence (non-FMLA) and lay-off periods of sixty (60) consecutive days or more shall not be counted in determining seniority.

If the length of continuous service in the District is equal between two or more teaching assistants, then seniority shall be determined by total service in the District, whether or not continuous. If the years of total service in the District are equal between two or more teaching assistants, then seniority shall be determined by total teaching assistant service outside of the District. If two or more teaching assistants still remain equal after application of these factors, then seniority shall be determined by lot.

Annually, by February 1st, a tentative seniority list by category of position of all teaching assistants in the District shall be prepared and distributed to the president(s) of the Association and posted in appropriate locations in the District. An employee shall have ten (10) days from the date of receipt of the tentative seniority list to file written objections with the Superintendent or designee to the information shown on the list, including the employee's seniority ranking or category. Any objections to the seniority list shall specify the alleged errors. After the period for employee objections has expired, the Administration shall prepare and distribute a finalized seniority list. The failure of an employee to make a specific, timely objection shall be deemed an acceptance of their seniority ranking and shall waive the employee's right to file any subsequent objections or challenges to their seniority ranking until the posting of a seniority list in the following school year. The listing shall provide the following information for each teaching assistant:

1. Name
2. Current position
3. Total years of service in the District within the bargaining unit
4. Date of hire as a bargaining unit member

10.3 Notice of Tentative Assignment and Salary.

Employees shall be given written notice of their tentative assignment and annual salary for the following school year by June 1st with the understanding that assignments may change due to operational and student needs. Should a change in the tentative assignment occur after the written notice was provided, the employee will be notified of any change as soon as practicable.

10.4 Notice of Re-Employment.

Employees shall be given written notice of re-employment for the forthcoming school year as soon as possible but no later than April 30th.

Employees shall be given written notice of their re-employment for the following school year within fifteen (15) days of Board approval, provided, however, that issuance of notice of re-employment must occur by April 30th as provided above and shall not preclude the District from removing or dismissing an employee as a result of a RIF with at least thirty (30) days advance notice per Section 10.1 above.

Article XI

EMPLOYEE DISCIPLINE

11.1 Disciplinary Action.

Non-probationary employees may be subject to suspension without pay or dismissal for just cause by the Superintendent upon recommendation of the employee's supervisor. This requirement shall not apply to dismissal or changes in employment status that occur for non-disciplinary reasons, such as a reduction in force. An employee shall have the right to request to have a representative of the Association present during any meeting scheduled by the Administration which could reasonably result in disciplinary action.

The District agrees in principle to the tenants of progressive discipline for non-probationary employees; provided, however, that more severe misconduct may justify more serious discipline (up to and including immediate discharge) without any prior progressive discipline. Progressive discipline steps may include the following: verbal reprimand, written reprimand, suspension, and discharge. The District may bypass any of these progressive discipline steps depending upon the nature and severity of the misconduct.

11.2 Personnel Files.

Each employee shall have the right, upon request and consistent with the Illinois Personnel Records Review Act, to review the non-confidential contents of their District personnel file and to respond in accordance with the law to its contents.

Article XII

WORK YEAR, WORKDAY, AND CALENDAR

12.1 Paid Work Year.

The paid work year shall consist of 180 days for General and Special Education Aides and 185 days for LLC Aides. The work year for Special and General Education Aides shall consist of pupil attendance days, professional development days, and half day school improvement days. The work year for LLC Aides shall consist of pupil attendance days, professional development days, half day school improvement days, and an additional five (5) LLC inventory days.

12.2 Workday and Work Hours.

Compensation shall be based on a seven (7) hour workday, inclusive of two (2) fifteen (15) minute breaks and (i) a thirty (30) consecutive minute duty-free lunch period for Lincoln and Willard and (ii) a duty-free lunch period equaling one-half (1/2) of the lunch block for Roosevelt. The principal will determine the lunch and break times.

For the 2022-2023 school year, the workday at Lincoln and Willard shall be 7:50 a.m. – 3:10 p.m., and the workday at Roosevelt shall be 8:00 a.m. – 3:20 p.m. These daily start and end times shall be subject to change following the 2022-2023 school year.

12.3 Calendar Committee.

The Association may designate an employee to represent teaching assistants on the District's Calendar Committee, which will recommend each year's school calendar consistent with the above provisions. The Board shall have the sole discretion to change or modify the school calendar so long as the modification or change does not directly conflict with this Agreement. A final work calendar shall be provided annually to each employee prior to the start of the work year.

Article XIII

COMPENSATION AND FRINGE BENEFITS

13.1 Entry-Level Salary.

The entry-level salary for newly hired employees shall be as follows:

Teaching Assistants (General and Special Education Aides):

2022-2023 - \$26,658
2023-2024 - \$27,191
2024-2025 - \$27,735
2025-2026 - \$28,290

LLC Aides:

2022-2023 - \$27,398
2023-2024 - \$27,946
2024-2025 - \$28,505
2025-2026 - \$29,075

13.2 Salary.

For the 2022-2023 school year, each teaching assistant shall have their 2021-2022 base salary increased by 5.0% prorated by number of days worked during the 2021-2022 school year (*e.g.*, if a Special Education Aide works 90 days during the 2021-2022 school year, they will receive a 2.5% increase for the 2022-2023 school year).

For the 2023-2024 school year, each teaching assistant shall have their 2022-2023 base salary increased by CPI with a floor of 3.5% and a ceiling of 4.0% prorated by number of days worked during the 2022-2023 school year.

For the 2024-2025 school year, each teaching assistant shall have their 2023-2024 base salary increased by CPI with a floor of 3.0% and a ceiling of 4.5% prorated by number of days worked during the 2023-2024 school year.

For the 2025-2026 school year, each teaching assistant shall have their 2024-2025 base salary increased by CPI with a floor of 3.0% and a ceiling of 4.0% prorated by number of days worked during the 2024-2025 year.

13.3 Per Diem and Hourly Rate.

The per diem amount shall be calculated by dividing the salary of General and Special Education Aides by 180 days, and by dividing the salary of LLC Aides by 185 days. The hourly rate for employees shall be calculated by dividing his/her per diem amount by seven (7) hours.

13.4 Insurance.

- a. For each employee who was employed and/or was on an approved leave of absence for at least 100 days during the 2012-2013 school year, the Board will contribute an amount equal to 95% of the full single premium for twelve (12) months for each full-time employee who elects to participate in the District's health, dental, and life insurance program recommended by a staff committee, adopted by the Board, and approved by the Association for each year of this Agreement. This staff committee will include at least one member of the RFESP and may meet periodically to review the District's total insurance program offered to employees, but shall meet at least once annually. The committee may request a meeting with the Superintendent to discuss specific issues relating to health, dental, and life insurance. The Superintendent will determine if any other administrative staff needs to participate in such meeting and schedule the meeting within thirty (30) days of the request. A part-time employee who is employed at no less than 0.5 FTE may elect to participate in the program and the Board shall pay the prorated portion of the equivalent of 95% of the full single premium of each employee who so elects to participate. In addition, the Board will for the 2022-2023 school term, contribute \$660 per month; for the 2023-2024 school term, contribute \$685 per month; for the 2024-2025 school term, contribute \$710 per month; for the 2025-2026 school term, contribute an amount equal to the contribution provided under the Negotiated Contract between the Board and the River Forest Education Association per month toward the cost of insurance premiums for all full-time employees who elect family health insurance. Part-time employees shall receive a proportionate share of the amount based on the time spent at work.

- b. For each employee not eligible for insurance benefits under paragraph (a), the Board will contribute an amount equal to 90% of the full single premium for twelve (12) months for each full-time employee who elects to participate in the District's health, dental, and life insurance program recommended by a staff committee, adopted by the Board, and approved by the Association for each year of this Agreement. A part-time employee who is employed at no less than 0.5 FTE may elect to participate in the program and the Board shall pay the prorated portion of the equivalent of 90% of the full single insurance premium of each employee who so elects to participate. In addition, the Board will for the 2022-2023 school term, contribute \$505 per month; for the 2023-2024 school term, contribute \$515 per month; for the 2024-2025 school term, contribute \$525 per month; for the 2025-2026 school term, contribute an amount equal to the contribution provided under the Negotiated Contract between the Board and the River Forest Education Association per month toward the cost of insurance premiums for all full-time employees who elect family health insurance. Part-time employees shall receive a proportionate share of the amount based on the time spent at work.

13.5 IRS Approved Section 125 Plan – Flexible Spending Account (FSA).

The Board of Education will offer an IRS approved Section 125 plan for use by all employees.

- a. The Board will pay all costs to establish the plan, create all the necessary documents, and pay any and all annual fees to an outside firm specializing in this type of work.
- b. All allowable tax sheltering of insurance premiums paid by employees, unreimbursed medical expenses, unreimbursed dental expenses, unreimbursed vision expenses, professional child care, and any other items allowed by the IRS Code, will be made available through this vehicle. Participation in this plan will be completely voluntary and at the discretion of the individual employee.

13.6 Extra Duty.

The Board shall pay a stipend for certain extra duty positions as set forth in Appendix A of this Agreement.

Article XIV

PAYROLL

14.1 Pay Dates.

Employees shall be paid on a semi-monthly basis.

14.2 Pay Schedule.

Employees may elect to be paid their salary over either (a) twenty (20) pay periods; or (b) twenty-four (24) pay periods. Once the initial request for assignment to a particular payment schedule is made, employees will be required to remain on that schedule until the next school year. Notwithstanding this provision, the District retains the authority to modify the pay schedule options above if necessary upon providing notice to the Association and an opportunity to request impact bargaining over the modification.

Article XV

LEAVES

15.1 Family and Medical Leave Act.

The Family and Medical Leave Act applies to the District. The Act allows certain employees to obtain unpaid leaves of absence for certain family and medical reasons for up to twelve (12) weeks, with job protection and no loss of service accumulated prior to the commencement of the leave. Employees wishing to obtain information about leaves under the Act should consult the District's policy, which is available on the District website under Board Policy 5:185 Family and Medical Leave.

15.2 Family Leave.

Employees with FMLA-qualifying conditions will be granted leaves in accordance with the FMLA and the District's FMLA Leave Policy.

15.3 Sick Leave.

Sick leave is defined as personal illness, or as may be deemed necessary in other cases, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, placement for adoption, or the acceptance of a child in need of foster care, in accordance with Section 5/24-6 of *The School Code*.

Full-time employees hired prior to July 1, 2007 who work at least 600 hours per year shall receive twenty-two (22) paid sick leave days per year. Full-time employees hired after July 1, 2007 who work at least 600 hours per year shall receive twelve (12) paid sick leave days per year for every consecutive year of full-time service. Part-time employees will receive prorated sick leave. Unused sick leave shall accumulate to a maximum of 240 days.

Sick leave shall be used in accordance with Section 5/24-6 of *The School Code*. In accordance with the District's policy, sick leave shall be taken concurrently with FMLA leave as a result of a serious health condition as defined by the FMLA.

Full time employees with fifteen (15) or more years of service to the District shall be awarded additional sick leave for an unusual extended illness or injury under the following terms and conditions. If due to a serious extended illness or injury and the employee is unable to work for more than twenty-five (25) consecutive work days then, upon return to work from such extended illness or injury, the employee shall receive an award of accumulated sick leave days equal in number to those used for such extended illness or injury in excess of twenty-five (25) up to a maximum number of days equal to the number that the employee had accumulated at the onset of the extended illness injury. An employee may receive an award of additional accumulated sick leave under the provisions of this Section.

15.4 Sick Leave Donation Program.

The Association shall establish a Sick Leave Donation Program which full-time employees are eligible to participate in on a voluntary basis. The intent of this plan is to provide extended sick leave to those participants who incur a catastrophic illness or disability, which necessitates prolonged continuous absence from work. The Bank shall be used only for the personal illness of the participant and not for illness, disability or death of any other person.

- a. An employee may enroll in the Bank by signing an authorization form agreeing to contribute to the Bank by September 15th, or within thirty (30) days of being hired by the district. To draw from the bank, an employee needs to have fulfilled one of the following: a) contributed three (3) total days to the sick bank; b) contributed a number of days equal to the number of years employed by the District, up to three (3) days; or c) contributed the number of days that equal their years of employment up to a total of three (3) days if they have lapsed in contributing days in past years. An employee may donate up to three (3) days in any year employed in the District. When the total number of days in the Bank equals four (4) times the number of participants, no yearly contribution will be required until such time that the Bank is depleted to two (2) times the number of days equal to the number of participants. The District will contribute a one-time allotment of twenty-five (25) sick days to the Bank beginning in the 2022-2023 school year.
- b. A two-member committee of the Association executive board shall serve to work with Administration with respect to the Sick Leave Bank.
- c. An employee who has contributed shall be able to utilize days from the Bank after all his/her own accrued sick leave and personal leave days have been depleted, a three (3) day salary deduction period has transpired, presented satisfactory documentation from his/her doctor verifying the catastrophic and prolonged nature of the illness/disability which makes it impossible for the employee to perform his/her assigned duties, and the employee has completed the required paper work for the Association and been approved. The Association retains the right to have the employee examined by a doctor selected by the Association at the Association's expense if there is any question raised by the doctor's statement submitted by the employee.
- d. The maximum number of days allowed for any single catastrophic prolonged illness shall be up to ninety (90) school days. Any contributing member as specified by Section 15.4(a) who has not yet met the full contribution of three (3) days to the sick bank shall be eligible to withdraw up to ninety (90) school days minus any remaining contributions for a maximum withdrawal of no fewer than eighty-eight (88) school days. A participant will not be eligible to use the Bank again until the participant has returned to work for at least the equivalent of one hundred eighty (180) school days and again met requirements specified in 15.4(a).

- e. Participants utilizing sick leave days from the Bank will not be required to replace those days.
- f. An employee withdrawing from the Bank or the bargaining unit for whatever reasons will not be allowed to withdraw the contributed days.
- g. The Association agrees to indemnify and hold harmless the Board, its members, employees, and agents from and against any claims, grievances, actions, causes of action, or liability resulting from the Association's operation and administration of the sick leave bank, including, but not limited to, any claims based upon the sick leave bank committee's denial of an employee's application for sick leave bank benefits.

15.5 Personal Leave.

Full-time teaching assistants may use up to two (2) sick leave days per year to attend to personal business. The use of personal leave days is subject to the following conditions:

- a. Except in cases of emergency or unavoidable situations, a personal leave request should be submitted to the Building Principal three (3) days before the requested date.
- b. No personal leave day may be used immediately before or immediately after a holiday, or during the first and/or the last five (5) days of the school year, unless the Superintendent grants prior approval.
- c. Personal leave may not be used in increments of less than one-half (1/2) day.
- d. Personal leave may not be used on an in-service training day unless the Superintendent grants prior approval.
- e. Personal leave shall be prorated during the first and last years of employment if necessary.
- f. In the case of an unforeseen emergency, the Superintendent may, in his/her sole discretion, permit an employee to use a third (3rd) day of sick leave for personal reasons during the school year.

15.6 Religious Holidays.

Two (2) days per school year without accrual or carryover to subsequent school years will be allowed for the observance of recognized religious holidays.

15.7 Jury Duty Leave.

An employee called to serve on jury duty shall receive the difference between regular pay and the amount received for jury duty exclusive of travel expense and allowance.

15.8 Subpoenas.

The Superintendent may allow an employee to utilize up to two (2) available sick leave days for the purpose of responding to subpoenas to testify in any judicial or administrative hearing provided that the hearing does not involve the District, the Board of Education, or the Association.

15.9 Bereavement Leave.

Bereavement leave may be taken subject to the same provisions and limitations as sick leave specified in *The School Code* and the District Board Policy 5:250. Employees will be granted a maximum of five (5) bereavement days for the death of an immediate family member as defined in Section 5/24-6 of *The School Code*. Any bereavement days used after the first two (2) days will be deducted from the employee's accumulated sick leave. Employees will also be allowed up to five (5) bereavement leave days for the death of a friend or family member not qualifying as an immediate family member under *The School Code*, provided, however, that any bereavement leave days will be deducted from accumulated sick leave. Any unused bereavement leave days shall not be accumulated or carried over to subsequent school years and shall be forfeited. Whenever possible, requests for bereavement leave should be made in writing to the Principal or Superintendent prior to commencement of the leave. Sick bank donations may not be used for bereavement purposes. If any employee needs additional bereavement leave days due to extenuating circumstances, the employee may submit a request to their building Principal who may grant additional days at their sole discretion, and any such days will be deducted from the employee's accumulated sick leave.

15.10 Workers' Compensation.

In the event an employee is unable to perform their assigned duties due to a work-related injury and the employee's claim for workers' compensation benefits is approved by the District's workers' compensation carrier, the employee will suffer no loss of pay during such period of incapacity. In order to receive their full pay from the District during this period, an employee deemed eligible for workers' compensation benefits shall endorse any workers' compensation benefit check to be payable to the District and shall concurrently utilize 1/3 of an accrued sick leave day for each day of absence (*i.e.*, an employee will take one sick day for every three days that they receive workers' compensation benefits).

Article XVI

RETIREMENT PAY

16.1 Medical Insurance After Retirement.

- a. If, during the term of this Agreement, post-retirement health insurance benefits are deemed impermissible by law, the Board and the Association agree to comply with any legal restrictions related to such benefits.
- b. In 2022-2023, the employer shall provide \$219.98 per month toward the cost of the employee's health, dental and life insurance coverage for retired employees until eligible for Medicare (hereinafter referred to as the 2022-2023 contribution).
 1. In 2023-2024, the 2022-2023 contribution will be increased by the CPI with a floor of 2.2% and a ceiling of 5.0% (hereinafter referred to as the 2023-2024 contribution).
 2. In 2024-2025, the 2023-2024 contribution will be increased by the CPI with a floor of 2.6% and a ceiling of 5.0% (hereinafter referred to as the 2024-2025 contribution).
 3. In 2025-2026, the 2024-2025 contribution will be increased by the amount provided under the Negotiated Contract between the Board and the River Forest Education Association.

16.2 Post-Retirement Payment.

Any full-time teaching assistant who (a) has been employed in District 90 for fifteen (15) or more years; (b) qualifies for an annuity under the provisions of the Illinois Municipal Retirement Fund ("IMRF"); and (c) submits a notice of intent to retire to the Board of Education on or before February 1st of the year preceding the school year of retirement, shall receive a \$2,000.00 post-retirement lump sum payment no sooner than thirty (30) but no later than ninety (90) days after receipt of the teaching assistant's final paycheck. The required notice of intent to retire shall be accepted by the Board of Education at its next scheduled meeting and shall become binding and irrevocable on both parties.

If, during the term of this Agreement, post-retirement benefits are deemed impermissible by law, the Board and the Association agree to comply with any legal restrictions related to such benefits.

Article XVII

SUMMER SCHOOL

17.1 Inquiry Form.

The Summer School Director shall distribute annually to each staff member, an inquiry form which shall be completed and submitted by any staff member who would be available for summer school teaching.

17.2 Filling Assignments.

Summer school teaching assignments shall first be filled by qualified District 90 teachers. Any remaining teaching openings shall then be filled by those teaching assistants holding a valid Illinois teaching license. Summer school teaching assistant assignments shall first be filled by qualified District 90 teaching assistants.

17.3 Pay Dates.

Summer school salary shall be paid in two (2) payments. One (1) payment shall be made after two (2) weeks of summer school employment, and the second payment shall be made on the last day of the summer session.

17.4 Salary.

The rate of pay for summer school teaching assignments will be the same as the rate provided under the Negotiated Contract between the Board and the River Forest Education Association. The rate of pay for summer school teaching assistant assignments will be equivalent to that individual teaching assistant's then-current hourly rate of pay.

Article XVIII

MISCELLANEOUS

18.1 Duration.

This Agreement shall be effective as of August 16, 2022 and remain in full force and effect until August 15, 2026. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this Agreement and that the understandings and agreements arrived at by the Parties hereto after the exercise of that right and opportunity are fully set forth in this Agreement. All provisions of this Agreement shall be retroactive to the effective date of this Agreement.

18.2 Definition of Consumer Price Index.

For the term of this Agreement, the term CPI whenever it appears refers to the Consumer Price Index increase applied by the County Assessor's Office for annual tax purposes under the Property Tax Extension Limitation Law ("PTELL").

Dated: 11/21/22

IN WITNESS WHEREOF:

For the Association:

Cathy Blaha
Robert Zimer

For the Board:

Barbara A. Hickey
Stanley Wall

APPENDIX A

EXTRA DUTY PAY SCHEDULE

1. Extra duty assignments are made for one (1) year.
2. For any approved extra duty assignments, the Board of Education will pay the extra duty rate provided under the Negotiated Contract between the Board and the River Forest Education Association, subject to any “pooled” extra duty amount. Any employee may apply for these duties in writing. However, teachers will be given first priority for the extra duty positions. For the Non-Seasonal activities listed, only employees that have a teacher co-sponsor may hold an extra duty position, unless approved in advance by the Building Administrator. For Seasonal activities, employees may only hold an assistant coach position, unless approved in advance by the Building Administrator. The current holder of an extra duty position will be asked to submit a written indication of his/her desire to continue or not continue in such position. Although all available positions will be posted annually, ordinarily the current holder of an extra duty position will be in the position.
3. The Board may transfer particular duties from one group to another when appropriate, based upon length of season, change in responsibilities, or number of students participating in the activity. Such changes must be made prior to the annual renewal of such position and the change will be published to the Association.
4. The Board retains the right to offer or not offer any activity listed or any position not listed herein (or within the Negotiated Contract between the Board and the River Forest Education Association). New positions may be commenced with duties and pay as determined by the Board, subject to subject to paragraph 6 below.
5. At any time between contracts for a particular extra duty position, the Board is entitled to discontinue such position and/or activity. As of August, the said position or activity will be removed from the Agreement following the date of the Board’s action discontinuing the position and/or activity.
6. In the event of the transfer of a particular duty from one pay schedule to another and/or the creation of a new position, the Association may serve written notice on the Board of its desire to negotiate the terms and conditions of such duty. All proposals for new duties must have approval by the Principal and Superintendent. Negotiations, pursuant to such request, shall commence within a reasonable time. However, nothing shall be deemed to prohibit the Board from instituting such change in and/or creation of duties, pay activity, or positions pending the outcome of such negotiations. Failure to issue such

demand to negotiate within thirty (30) days of publication of such change in or establishment of an extra duty will constitute Association acceptance of terms and conditions of such change or new creation and negotiated or not, they will become a part of the Agreement and be subject to its provisions.

7. Teaching assistants who possess a substitute license or a valid Illinois educator's license who work as a substitute teacher for one or more class periods will earn the then-current entry level permanent substitute daily rate converted to an hourly rate based on a seven (7) hour day. Time sheets will be submitted to the building administrator for any hours worked as a teacher substitute.
8. Compensation for miscellaneous extra duty stipends not mentioned previously will be based on the following schedule for the duration of this Agreement:
 - a. Supervision (outside of work hours) - \$34.00/hr
 - b. Lunch Supervision (PK-8) - \$36.00/hr or \$18.00 per half-hour
 - c. AM Door Duty (outside of work hours) - \$18.00/hr
 - d. Meetings (outside of work hours) – teaching assistant then-current hourly rate
 - e. CPI Training – teaching assistant then-current hourly rate
 - f. State- or District-mandated training required to be completed outside of the normal workday - \$21.00/hr