

CONTRACTUAL AGREEMENT

2018-2021

TOMCAT NAVY COUNCIL (NJROTC)

IFT/AFT LOCAL 604

and the

BOARD OF EDUCATION

EAST AURORA SCHOOL DISTRICT NO. 131

Table of Contents

Article I	Recognition and Representation
Article II	Union Board Relations
Article III	Management Rights
Article IV	No Strike
Article V	General Leave Provisions
Article VI	Personnel File
Article VII	Grievance Procedure
Article VIII	Fringe Benefits and Expense Reimbursements
Article IX	Discipline and Discharge
Article X	Conditions of Employment
Article XI	Evaluations
Article XII	Salary and other Compensation
Article XIII	Effect of Agreement

Article I Recognition and Representation

1.1 Parties to the Agreement

This agreement is by and between the Board of Education of East Aurora School District No. 131, Kane County, Illinois, hereinafter referred to as the “Board,” and the Tomcat Navy Council, American Federation of Teachers-Local 604, AFT/IFT, AFL/CIO, hereinafter referred to as the “Union,” pursuant to and in compliance with the Illinois Educational Labor Relations Act.

1.2 Recognition, Jurisdiction, and Scope

The parties acknowledge that the Board previously entered into a contract with the Department of the Navy, the most current of which is dated April 29, 2014, for the operation of a Navy Junior Reserve Officers Training Corps (“NJROTC”) at the East Aurora High School, and that, in addition to that contract, the program is governed by regulations adopted by the Department of the Navy, the current version of which is identified as the regulations manual NSTC M-5761.1 dated November 5, 2012. For the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment other than as may be prescribed in the above referenced contract and regulations manual (as it may be amended from time to time by the Department of the Navy), the Board recognizes the Union as the sole and exclusive representative for all full and part-time Naval Science Instructors (NSI) excluding any employee designated as the Senior Naval Science Instructor (SNSI), such employees as identified in this Agreement, and all other such employees as defined in Section 2 of the Illinois Educational Labor Relations Act. In the event of a conflict between the terms of this Agreement and the contract with the Department of the Navy, or the applicable regulations manual, the contract with the Department of the Navy, and the regulations manual, shall control.

1.3 Conformity to Law

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or in the event the Congress or the Legislature enacts a law in conflict with any article, section, or clause of this Agreement, said article, section, or clause, or 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, or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.

Article II Union /Board Relations

2.1 Right to Representation

The Union agrees to represent equally and without prejudice all members of the bargaining unit for purposes of negotiations with the Board concerning terms and conditions of their employment.

2.2 Union/Superintendent Meetings

The Superintendent or designee shall meet with representatives of the Union to discuss matters relating to the implementation of the Agreement, as well as matters of mutual concern, provided that the Superintendent shall not be required to meet more than one (1) time per calendar month. The Superintendent shall not be required during such meetings to discuss any pending grievances or any matter which is then subject to consideration as part of the negotiations of a successor Agreement. Upon the request of the Superintendent, the Union's representatives shall submit an agenda of items to be discussed at least three (3) calendar days in advance, if possible, of such meeting.

The Union President shall meet with the Superintendent upon request subject to the same conditions as contained in the preceding paragraph.

2.3 Union/Principal Meetings

The principal shall meet with representatives of the Union to discuss matters relating to the implementation of this Agreement as well as matters of mutual concern, provided that the principal shall not be required to meet more than once each month. The principal shall not be required during such meetings to discuss any pending grievances or any matter which is then subject to consideration as part of the negotiations of a successor Agreement. Upon request of the principal, the Union representative shall submit an agenda of items to be discussed at least three (3) calendar days, in advance, if possible, of such meeting.

2.4 Information to the Union

Documents, including but not limited to the following, shall be either furnished to the Union President or posted on the District's website, as they are received, completed, or compiled:

- A. Board agendas;
- B. Official minutes of the Board;
- C. Monthly budget summaries;
- D. Board policy manual;
- E. Annual auditor's report and management letter;

- F. Current fiscal year budget;
- G. Statistical information, not including employees' names, pertaining to employee step placement, salary lane placement, extended service placement and present insurance coverage;
- H. Faculty lists, including home addresses and a list of telephone numbers. The list of new employees hired shall be given to the Union by September 1 of each year, and names and addresses of persons employed after that date shall be provided within 20 days of hire.

2.5 Meetings, Notices, and General Information

The Union shall have the right to request and, upon approval of the building principal to use buildings for meetings of the Tomcat Navy Council (which may include other employees of the Board and a reasonable number of guests), provided that such meetings do not interfere with instructional and/or extra-curricular programs. Any special expenses as a result of such meeting(s) will be reimbursed to the District by the Union.

The Union may use the inter-building delivery system, instructor school mailboxes, and instructor lounge bulletin boards for Union matters. The use of the inter-building delivery system shall be subject to any rules or regulations as may be promulgated by the United States Postal Service or other governing agency or any legislation which may be hereafter adopted. The Superintendent and the appropriate principal shall be given a copy of all open communications as soon as possible.

If the Union wishes to use the District's e-mail system for Union business, the Union will advise the Superintendent of a summary of the intended communication. The Union may use the District's e-mail system for the communication identified to the Superintendent unless the Superintendent objects based on the District's Acceptable Use policy.

When using the District's e-mail system, the Union will comply with the District's Acceptable Use policy and administrative procedures as amended from time to time.

The Union shall be allowed reasonable use of computers, copying equipment and audio/visual equipment upon approval of the Administration. The Union will pay for all consumable materials used. No school equipment may be removed from the premises or used for political purposes. The Union will be financially responsible for all damage occasioned by the use of such equipment. Nothing herein shall be construed as precluding the Board from designating an employee other than a member of the bargaining unit to actually operate such equipment or to supervise its use.

2.6 Dues Check-Off

The Board will make Union Dues payroll deductions upon written request by the employee on the form provided by the Union. Any form authorizing a deduction of fair share fees must contain an acknowledgment by the employee that they understand that the payment of such fees is not legally mandatory and that the election to pay fair share fees is voluntary and freely given without coercion on the part of the Union or its members. This form will be provided to the Board by the Union. The Board shall honor employees' individually authorized deduction forms and shall make

such deductions in the amount certified by the Union for 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 deduction, the Union will notify the employer after the close of the revocation window. This request must be made at least ten (10) calendar days prior to the first deduction.

The District agrees to remit these dues and/or fees to the Union twice each month that dues/fees are deducted. A list of employees 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) working days.

If the Board shall comply with the foregoing, the Union shall defend and hold the Board harmless for all such actions.

2.7 District Directory

The Union and its officers shall be listed in the District Directory posted on the District's website.

2.8 Union Presentation

The Union or designees shall be on the program for the orientation for new instructors.

2.9 Fair Share

- A. All employees covered by this Agreement who are not members of the Union may agree to pay a fair share of costs to the Union by executing and delivering the form described in Section 2.6 of this Agreement.
- B. Any authorized fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall submit to the Board an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the Union.
- C. The Union shall cause to be posted a notice contain the fair share fee information specified in Section B above and advising that any non-member may elect to not pay such amount.
- E. The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board pursuant to this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.

2.10 Union President Released Time

- A. The Union President, or his/her designee, shall be released from his/her regular duties to the district up to a total of two (2) school days. The time may be used in no less than two hour increments. It is understood that the released time will be used to attend to the duties of the Union President. In the event it is necessary to obtain a substitute for such time the cost shall be shared equally between the District and the Union.
- B. If and when it is necessary for the Union President or his/her designee to be absent during the non-school day time assigned to contractual services to the district, in order to attend meetings or conferences, investigate grievances, or deal with other instructor or school related matters, the President or his designee will be available for a like amount of internal coverage time during hours he/she would normally be released. The Union President shall notify the Superintendent or his designee at least two (2) school days in advance.
- C. The Union President or his/her designee will not incur loss of wages, benefits, tenure or salary advancement because of the exercise of this provision.
- D. Whenever the Union Presidency passes to a different member, the release time provision will be accommodated as soon as practicable, but no later than the beginning of the next semester.
- E. As used in this section, "designee" shall mean only another Tomcat Navy Council officer.

Article III Management Rights

3.0 Management Rights

The Board retains and reserves unto itself all powers, rights, duties, and responsibilities conferred upon and vested in it by the statutes of the State of Illinois.

The Board shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organization structure and selection of new employees, and direction of employees.

Article IV No Strike

4.0 No Strike

The Union agrees that there shall be no strike, withholding of services, or other refusal to render full and complete service to the Board during the term of this agreement.

Article V Leave Provisions

5.1 Sick Leave

Each employee covered by this agreement shall receive thirteen (13) sick days annually. Sick leave shall be determined to mean personal illness, quarantine at home, or serious illness or death in one's immediate family or household. Immediate family shall mean: parents, spouse, civil union partner, brothers, sisters, children, grandchildren, grandparents, parent-in-law, brother/sisters-in-law, and legal guardians. Medical verification shall be required by the administration as evidence of personal illness for any sick days requested beyond three (3) consecutive days of absence. Failure to provide a required medical verification will result in the denial of additional requested sick days beyond the initial three (3) days for such claimed illness.

Sick leave shall terminate upon the earlier of (a) the employee's return to work, or (b) the exhaustion of the greater of accumulated sick days, other paid time off, or applicable FMLA or VESSA leave. An employee may apply for additional leave pursuant to Section 5.2 hereof in the event the employee has a condition that would qualify for sick leave and all paid time off, sick days, and applicable FMLA or VESSA leave has been exhausted. As an example, if an employee is ill for a period that would extend 12 work weeks, has only one week left of FMLA and 15 sick days, that employee would have 15 days of sick leave left (the first week of which would be concurrent with the one week of FMLA) with benefits, and would thereafter need to apply for an uncompensated medical leave pursuant to Section 5.2.

5.2 Uncompensated Medical Leave of Absence

The Board of Education, in its sole discretion, may grant an employee a leave of absence, without pay or other benefits, for a matter which would qualify for sick leave. Such leave may not commence until the employee has exhausted all accrued paid time off, accumulated sick leave, and FMLA or VESSA leave. The leave shall not exceed 90 consecutive school days. Request for an unpaid leave of absence must be accompanied by medical verification as to the nature and extent of the illness or incapacity and estimated time necessary for recovery therefrom. In exercising its discretion the Board will take into consideration continuity of instruction, instructor, medical factors to the maximum degree possible, and the pertinent time factors related thereto. This leave is available to an employee whether or not the employee is receiving short term disability.

Any employee on an approved leave pursuant to this section may participate in the District's available insurance programs but at such employee's own expense for the full monthly premium. The full monthly premium, which is the total of the portion of the premium previously paid by the employee and the amount paid by the District, is payable to the District by the employee as provided herein except the first month of participation shall require a teacher to pay one full months' premiums in advance. It will be the responsibility of the employee to deliver to the benefits facilitator, on or before the 15th day of the month preceding the onset of the leave, a check payable to the District in the full amount of one months' premium, for the following month. Thereafter, on or before the 15th of each month a check for the full amount of the premium must be hand delivered and receipted, or sent U.S. Mail certified return receipt, postmarked on or before the 15th of the month. Subsequent failure to pay the required monthly premium shall constitute a thirty (30) day notice of cancellation of insurance coverage. No later than fourteen

(14) calendar days prior to the scheduled termination of any leave in excess of sixty (60) days, the employee shall notify the Director of Human Resources in writing of his/her intention to return to employment. Failure to provide such notification shall be deemed a submission of resignation from employment in the district effective at the end of the leave.

5.3 Personal and/or Emergency Leave

The amount of personal or emergency leave available to an employee shall be three (3) days. Personal leave is intended to be utilized for attending to legal, personal business, and moral obligations which cannot be attended to at any other time except during school hours and is not intended to be used for such matters as vacation or recreation. Except in cases of an emergency, written advance notice of the necessity and reason for personal leave shall be submitted two (2) school days prior to date of leave to the employee's supervisor or building principal, as applicable. In the case of an emergency, the employee must provide reason for the leave as soon as possible and in any event, no later than the date he/she returns to duty. A denial of such leave may be appealed to the Director of Human Resources. Any appeal shall be accompanied by documentation of the event for which the leave was requested.

5.4 Court Appearances

- A. For a school connected incident or matter, where a court appearance is required by the Board, a subpoena, or by court or law enforcement officials, there shall be no loss of salary or leave days. A copy of any subpoena or court order shall be submitted to the District in support of any claim for payment.
- B. For jury duty, an employee's salary shall be reduced by the amount of the fee he/she receives for his/her services and there shall be no loss of personal leave. A copy of a jury summons or other relevant documentation shall be submitted to the District in support of any claim for payment.

5.5 Absence due to Assault by Student

Absence due to injury incurred in the course of employment shall not be charged against sick leave if caused by a student during the school day or during a school sponsored event and in the course of the employee intervening in order to break up a fight or altercation or to protect the safety of a student or students. For the period of such absence, the Board shall pay the difference between the instructor's salary and the amount received by the instructor under the Illinois Worker's Compensation Act for temporary total disability. Nothing herein shall be construed as requiring an employee to break up a fight when the employee's safety is in danger. For purposes of safety and security, physical interaction is deemed to be the action of last resort.

5.6 Maternity/Paternity/Child Care Leave

In addition to the use of sick days as provided in subsection C hereof, and any FMLA leave to which an employee is entitled, the Board may, in its discretion, grant Maternity/ Paternity/child care leave without pay or benefits to fulltime employees in the District. Any employee on an approved leave pursuant to this section may participate in the District's available insurance programs but at such employee's own expense for the full monthly premium. The full monthly premium, which

is the total of the portion of the premium previously paid by the employee and the amount paid by the District, is payable to the District by the employee as provided herein except the first month of participation shall require a teacher to pay two (2) full months' premiums in advance. It will be the responsibility of the employee to deliver to the benefits facilitator, on or before the 15th day of the month preceding the onset of the leave, a check payable to the District in the full amount of two (2) months' premium, for the following month. Thereafter, on or before the 15th of each month a check for the full amount of the premium must be hand delivered and receipted, or sent U.S. Mail certified return receipt, postmarked on or before the 15th of the month. Subsequent failure to pay the required monthly premium shall constitute a thirty (30) day notice of cancellation of insurance coverage. No premium shall be due from the employee for his/her final month of insurance prior to return to work. No later than fourteen (14) calendar days prior to the scheduled termination of any leave in excess of sixty (60) days, the employee shall notify the Director of Human Resources in writing of his/her intention to return to employment. Failure to provide such notification shall be deemed a submission of resignation from employment in the district effective at the end of the leave. In addition, such leave is subject to the following conditions:

- A. All such leaves shall be for a fixed period with specific beginning and ending dates not to exceed one calendar year in duration. The length of such leaves shall be mutually agreed upon by the employee and the administration provided the termination of such leave during the school year shall be non-precedential. The duration of the leave shall take into consideration the continuity of instructional staff, instructor, instructional assistance, medical factors to the maximum possible degree, and the pertinent time factors related thereto. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term.
- B. Requests to the Board for Maternity/ Paternity/child care leave shall be in writing and made no later than thirty (30) calendar days prior to the date the employee is requesting the leave to commence.
- C. Accumulated sick leave shall be used during periods of pregnancy-related illness or disability, and during any periods of FMLA leave, but is not available during any other portion of the unpaid Maternity/ Paternity /child care leave used for child care or bonding.
- E. In the case of adoption, an employee shall keep the Superintendent and/or designee informed and make appropriate arrangements for the commencement and the duration of the leave with the Superintendent.

Adoptions shall apply to a child of less than six (6) years of age and the provisions of 5.6.C. above shall apply except as clearly inappropriate because of the nature of the adoption proceedings.

5.7 FMLA/VESSA Leave

Employees shall have all rights accorded by the Family Medical Leave Act (FMLA) and the Victims Economic Security and Safety Act (VESSA) and nothing in this Agreement shall be interpreted in a manner inconsistent with the provisions of either FMLA or VESSA.

5.8 Other Leaves of Absence

The Board may grant a leave of absence without pay or benefits to an employee for a purpose it, in its discretion, deems appropriate and beneficial to the School District for a period of up to one (1) school year upon such terms and conditions as Board may elect. The granting, withholding or conditioning of such leave of absence shall be non-precedential with respect to any other request for such leave by such employee or any other employee.

Notification of intention to return to the employ of the school district from an unpaid leave of absence shall be made in writing to the Director of Human Resources at least ninety (90) calendar days prior to the end of the school year preceding the expected return. Failure to notify the Superintendent, in writing, shall be deemed a resignation. Employees returning from an unpaid leave of absence shall be placed on the salary schedule at the same place they occupied at the beginning of the leave unless they shall have worked at least ninety (90) days of the current year. In the latter case, employees shall be granted a full year's credit on the salary schedule if the partial year of service started before the commencement of the leave. Employees returning from an unpaid leave of absence shall resume their duties only at the beginning of the school year unless otherwise recommended by the Superintendent and approved by the Board of Education. Upon expiration of the leave and upon presentation of evidence satisfactory to the Board of Education manifesting compliance with the conditions of the leave, the employee shall be returned to a position within the school district, however, not necessarily at the same building and/or position formerly occupied.

5.9 Union Leave

The Board shall grant a leave of absence without loss of pay to three (3) representatives of the Union for up to three (3) days each to attend local, state, or national conferences and/or conventions or other pertinent Union business or affairs, provided appropriate substitutes can be obtained and the Union shall promptly reimburse the Board for the cost of any substitutes.

Article VI Personnel File

Only one official board file shall be kept for each employee, and all materials to be placed in the official board file shall be inserted in a timely fashion.

The employee shall be notified by e-mail or given a copy of all non-routine documents containing an assessment of employee actions or conduct, or involving disciplinary actions placed in an employee personnel file within ten (10) school days. The employee shall have the right to attach dissenting or explanatory material to any document or other piece of material to be placed in the personnel file within thirty (30) days. Nothing shall be permanently removed from the personnel file without the consent of both the Board, or designee, and the employee. In the event there is no agreement then the employee shall have the rights as enumerated in Section 40/6 of the Illinois Personnel Records Review Act [820 ILCS 40/6].

The employee shall have the right to inspect his/her personnel file at such reasonable times during the regular hours established for the Central office. Such right to inspection shall not extend to such matters which should not be disclosed to the employee under the Illinois Personnel Records Act. The Board may designate a representative to be present during any review of the personnel file by the employee. The employee shall have the right to be furnished a copy of any or all material, at his/her expense if requested.

Neither an employee's file nor any of its contents shall be copied or otherwise made known to other persons without the employee's permission either during or after his/her service in the District, provided, however, that such a file shall be available to the Board, the Superintendent or designee, and the employee's principal or immediate supervisor to whom he/she is responsible, and shall be otherwise disclosed pursuant to law.

Article VII Grievance Procedure

7.1 Definitions

- A. Any claim by an employee, a group of employees, or the Union if said claim is of a class action nature or pertains to administrative staff beyond the building level, that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement shall constitute a grievance.
- B. As used herein “days” means Monday through Friday except when the Business Office is closed.

7.2 Statement of Basic Principles

- A. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual instructor from discussing a problem with the Administration and having it adjusted without intervention or representation of organization representatives, provided that the Union has been given the opportunity to be present at such adjustment.
- B. An employee who participates in these grievance procedures shall not be discriminated against and shall not be subjected to discipline or reprisal because of such participation.
- C. The failure of a grievant or the Union to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator’s failure to give a decision within the time limits shall permit the grievant to proceed to the next step.
- D. The Union will be notified of the final disposition of the grievance within ten (10) days, which disposition shall not be in conflict with any of the terms or conditions of this Agreement.
- E. Conferences under this procedure shall be conducted at a time and a place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present , to attend and will be held, insofar as possible, after regular school hours or during non-instructional times of personnel involved. When such hearings and conferences are held, at the option of the Superintendent, during school hours, all employees whose presence is required shall be excused with pay, for that purpose.
- F. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or the Union representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the employee.

7.3 Procedures for Adjustment of Grievances

Informal Conference: A complaint shall first be discussed with the object of resolving the matter informally.

First Step

The aggrieved employee and a representative of the aggrieved, as desired, shall file the grievance in writing at the first step within twenty (20) days from the date of the occurrence of the event giving rise to the grievance. The written grievance shall state, but not be limited to, the nature of the grievance, the clause or clauses of the Agreement allegedly violated, and the remedy requested. The principal or appropriate administrator will arrange for a meeting to take place within ten (10) days after receipt of the grievance to discuss the matter. The principal or Director of Human Resources, or designee, shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent or designee within ten (10) days.

Second Step

In the event a grievance has not been satisfactorily resolved at the first step, the aggrieved employee shall file, within ten (10) school days of the principal or appropriate administrator's written decision or answer at the first step, a copy of the grievance with the Superintendent or his/her designee. The aggrieved employee shall send a copy of such grievance to the Union President. Within ten (10) days after such written grievance is filed, the aggrieved, a representative of the aggrieved, as desired, and the Superintendent or his/her designee, shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) days of the second step grievance meeting and communicate it in writing to the employee, the principal or administrator, and the Union President. The employee, upon request to the Union may have a Union representative present.

Third Step

If the grievance is not resolved satisfactorily at Step Two, there shall be available a third step of impartial, binding arbitration. The Union shall submit, in writing, a request to the Superintendent within ten (10) days from the receipt of the step two answer. The parties shall jointly request the American Arbitration Association submit to them arbitrators' names and qualifications. The arbitrator shall be selected in accordance with the practices of the American Arbitration Association. 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. If the demand for arbitration is not filed within thirty (30) days of the date for the step two answer, then the grievance shall be deemed withdrawn.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provision of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School Board and the Union, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. The arbitration shall not make any award void or prohibited by law, statutory, or decisional.

Each party shall bear full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the Board and the Union.

If either party requests a transcript of the proceedings, that party shall bear full cost of that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Union.

7.4 Bypass to Superintendent

If the Union and the Superintendent agree, Step One of the grievance may be bypassed and the grievance brought directly to Step Two.

7.5 Bypass to Arbitration

If the Superintendent and the Union agree, a grievance may be directly submitted to arbitration.

7.6 Class Grievances

Grievances involving an administrator above the building level, may be initially filed by the Union at Step Two.

Article VIII Fringe Benefits

8.1 Hospitalization/Major Medical Insurance

- A. The Board shall continue to provide health insurance including major medical, dental, vision, and prescription drug coverage, in accordance with existing plans: provided that the Board's total cost for health, dental, prescription drug and long-term disability plans, including administrative expenses, re-insurance premiums and other related costs will not exceed 105% of the prior year's cost. Should the cost exceed 105%, the District Insurance Committee will convene to discuss adjustments in the plans and/or employee contribution increases necessary to limit the Board's cost to 105% of the prior year.
- B. The district Insurance Committee will consist of a number of representatives from the Board, the Union, other employee unions, administrators and non-represented employees as are agreed upon by all concerned. The Committee shall review insurance cost data, claims history, cost projections and other information necessary to evaluate options for controlling insurance expenses. The committee shall not have the authority to alter benefit or premium levels, but shall report findings and recommendations to the Board, the Union and other constituent groups.

8.2 Dental Insurance

The Board shall provide a group dental insurance policy for each employee and his/her dependents. The cost for those taking medical coverage as well as dental is included in the monthly medical insurance premium. The individual deductible shall be determined yearly by the Insurance Committee. The cost for those taking only the dental insurance and not the medical will be determined by the Insurance Committee yearly.

8.3 Life Insurance

The Board agrees to furnish term life insurance in the amount equivalent to the annual cash salary (rounded to the nearest thousand dollars), but not to exceed \$75,000. This insurance will also carry the Accidental Death and Dismemberment coverage in the same amount. The Board agrees to offer employees the option of purchasing additional life insurance up to a maximum of \$150,000 of additional coverage provided the person meets the requirements of the insurance carrier in regards to insurability.

8.4 Long-Term Disability Insurance

The Board agrees to furnish during the period of this contract a long-term disability income protection plan. Briefly, this is known as a 60% Plan (not to exceed \$2,500 monthly) coordinated with Social Security or Pension (IMRF) and carries a 180-calendar day elimination period. For any employee who becomes disabled on or before he/she attains age 60, benefits cease at attained age 65. For an employee who becomes disabled after he/she attains age 60, benefits cease at earlier of 5 years or attained age 70. As soon as practicable, this policy shall be converted to a 120-calendar day elimination.

8.5 Payroll Deductions

Upon receipt of a written request from an employee, the Board will approve a deduction from such employee's regular paychecks, any money designated by the employee for purposes of credit union, tax-sheltered annuity plan, tax-deferred compensation plan, short-term disability plan and shall remit the designated amount to the person or company designated by the employee.

It is understood by the parties that in order to obtain approval for such deduction, a minimum of six (6) employees must participate in any plan so approved, subsequent to the effective date of this contract. Further, it is agreed that the Board will not be required to approve more than six (6) plans in the aggregate.

8.6 Flexible Spending

The Board agrees to establish and provide to employees a flexible spending benefit cafeteria fringe benefit program as provided in Section 125 of the Internal Revenue Code.

The purpose of such program will be to: provide the framework for adding new benefits at minimal cost to the Board; offer flexibility to employees in the selection of fringe benefits that will permit each employee to tailor benefits to his/her individual needs; and to reduce taxes, thereby increasing spendable income.

The effective date for employee benefits to begin under this shall be as soon as possible.

Any monies in such program which are forfeited by law shall inure to the Board to offset the costs of administration.

8.7 Expense Reimbursement

Expenses may be reimbursed to the employee upon prior approval of the employee's immediate supervisor or the building principal. The request for reimbursement must be accompanied by an itemized paid receipt attached to a properly completed reimbursement form or completed purchase order. Employees who are required to use their personal vehicles in the course of their employment or otherwise use their vehicles in authorized service to the District shall be reimbursed at the IRS rate.

ARTICLE IX Discipline and Discharge

- A. The Board agrees with the tenets of just cause and therefore progressive and corrective discipline. Discipline of an instructor covered by this Agreement shall be done in a manner so as not to embarrass the instructor before other employees or the public and shall include the following:
1. A conference with the instructor by the appropriate administrator or supervisor on the decision;
 2. In the event of a suspension, a written statement of the reason(s) for the action shall be given to the instructor and a review of the instructor's personnel file with the instructor and his/her representative if the instructor so chooses;
 3. A disciplinary action or measure shall include the following:
 - a. Oral reprimand
 - b. Written reprimand
 - c. Suspension without pay (notice to be given in writing)

The Board reserves the right to initiate discipline at any step if the circumstances warrant. Generally, job performance issues will be addressed through the evaluation process. Paragraphs A 1-3 will always apply if a termination decision is made.

- B. In the event any Administrator requires an instructor to attend a meeting for the purpose of discussing a matter which may result in his or her discipline, the instructor, upon request, may have a Union Representative present.
- C. When an instructor is informed of his/her discipline, he/she may make a written request to meet with the Director of Human Resources to review the decision. Such request must be filed within ten (10) working days of receiving such notice. The meeting with the Director shall be held as promptly as possible, but in no case shall be delayed more than fifteen (15) calendar days after receiving the written request. The employee shall have the right to a Union Representative at such meeting, and shall have the right to present arguments and witnesses on her/his behalf. Recommendations by the Director, if any, shall be communicated to the Superintendent and the instructor in writing. In the event the employee is dissatisfied with the determination the employee shall have the right to a meeting either with the Board of Education, or with a committee appointed by the Board, which may meet in closed session to consider the matter.

ARTICLE X Conditions of Employment

10.1 Work Year

The work year commences annually on July 1, and shall conclude on June 30th. Employees shall observe the same school calendar as adopted by the Board of Education for the teachers.

- A. Each year in May, the NSI's and SNSI shall work together to complete the Activities Schedule for the upcoming school year. To every extent possible, the Activities Schedule should be completed prior to the end of the school year.
- B. All Hand Events. Certain events on the Activities Schedule shall be deemed "All Hands Events" meaning that all staff are required to attend the event barring an emergency or illness.

10.2 Workday

- A. The conventional workday for Naval Science Instructors (NSI) shall be eight (8) hours in length commencing and ending at times set by the Principal to conform to the hours set for the high school. Naval Science Instructors shall have or be available for five (5), assigned periods (which include those duties connected with the instruction, operation, and administration, including internal substitution within the department, of the NJROTC program) one (1) planning period one (1) thirty-minute duty free lunch with the remainder of the period available for hall duty, study hall supervision, or other supervision as assigned by the Principal. The SNSI shall assign, as part of the five assigned periods, department duty and Admin and Supply (department duty is counted as one (1) instructional period, Admin and Supply are counted as two (2) instructional periods). If an NSI is required to substitute or provide other internal coverage beyond the five (5) assigned periods he/she shall be compensated in accordance with section 10.4. Summer hours, when students are not scheduled to be in attendance, which includes camps or other scheduled activities, may be modified by the SNSI in consultation with the building principal.
- B. Instructors may leave the building during a non-teaching period with notification to the appropriate administrator and/or designee. It is understood that instructors may not exercise this prerogative for the purpose of shortening the workday.

10.3 Faculty Meetings/ Professional Development Days

Except in an emergency the work day will not be extended more than twice a month for faculty meetings. Such meetings shall begin no later than fifteen (15) minutes after the normal student dismissal time and shall be no longer than fifty (50) minutes. Notification of such meeting shall be made at least forty-eight (48) hours in advance except in an emergency.

All departmental meetings shall be scheduled during normal working hours. The NJROTC department shall follow the school schedule for department meetings.

10.4 Substituting/ Internal Coverage

Should it be necessary for an instructor to teach, supervise or perform administrative duties beyond his/her five assigned periods or during his/her duty-free planning period, such instructor shall be compensated at the internal rate of \$34.09 per instructional period.

10.5 Student Grades

The responsibility and prerogative for assigning grades to students typically rests with the instructor. The Administration shall not change any grade recorded by an instructor without written notice to said instructor and written notice to the parent indicating that the grade was assigned by the Administration.

10.6 Student Discipline

Instructors shall maintain discipline in the schools consistent with the provisions of Section 24-24 of the School Code. Every effort shall be made to implement the Uniform Code of Student Conduct. In the event the extent of effort is in question, the matter may be appealed to the Superintendent and/or designee.

10.7 School Security

The Board shall make a reasonable effort to assure the safety of instructors in school buildings. In addition, the Board shall make a reasonable effort to provide security in faculty parking lots, provided it is acknowledged that absolute protection against vandalism may not be achievable.

In addition, the District will provide all instructors with information on school emergency response procedures and instructors shall act in accordance with those procedures.

10.8 Reporting Absence

In addition to any school building internal procedure, anticipated absences by an instructor from work shall be reported by way of the District's substitute management system. Absences needing to be reported after 7:00 a.m. on the day of such absence, or otherwise not able to be reported using the Infinite Visions system, shall be reported to the Senior Naval Science Instructor, or his or her designee.

10.9 Class Materials and Use of Building Equipment

Wherever possible, copy requests should be sent to reprographics. For instances where that is not possible or practical, instructors shall be allowed use of photocopying and technology equipment in the building. Each such staff member shall be assigned a copier code to be used for making such copies.

Each instructor shall have a budget of \$200 for instructional resources, other than basic classroom supplies (but excluding food items unless utilized for curriculum purposes), which may be spent or reimbursed upon approval of the building principal and processed in accordance with purchase procedures to be developed by the District's business office. Technology items require prior approval from the technology department. Request for resources and/or for reimbursement shall not be denied if the request is instructionally based.

The reimbursement shall be available to employees by using ONE of the following three options:

1. Purchase items with a district PO number (through an on-line shopping cart, directly with vendor, etc.)
2. Sign out a p-card (works like a credit card) at your building and use this for payment
3. Pay for items yourself and then enter an employee expense reimbursement request in the IV Portal

The request for the \$200 reimbursement shall be submitted only one time by March 1.

Article XI: Evaluations

Throughout the term of this agreement, Naval Science Instructors shall be evaluated annually by the Senior Naval Science Instructor in conjunction with EAHS Administration. Documentation for such evaluations will be made on the NJROTC INSTRUCTOR EVALUATION REPORT (NSTC 5761/112 (11-12)) and the modified District NJROTC INSTRUCTOR EVALUATION REPORT as agreed upon by the union and EAHS Administration, a copy of which is attached as Appendix C. Copies shall be made available to the NJROTC instructor.

Article XII Salary and Other Compensation

12.1 Salary

Effective upon the ratification of this agreement, salaries shall be adjusted as follows:

2018-2019: an increase of 2.5% to the instructor’s 2017-2018 base salary

2019-2020: an increase of the instructor’s 2018-2019 base salary that shall be a cost of living adjustment (based on the COLA certified by the Kane County Treasurer in December 2018 for the purpose of the tax cap), with a floor of 1.5% and a ceiling of 3%.

2020-2021: an increase of the instructor’s 2019-2020 base salary that shall be a cost of living adjustment (based on the COLA certified by the Kane County Treasurer in December 2019 for the purpose of the tax cap), with a floor of 1.5% and a ceiling of 3%.

Beginning salaries for newly hired instructors shall be based on the Minimum Instructor Pay (MIP) as set by the Navy, and the instructor shall then receive the negotiated amounts as set forth in the collective bargaining agreement for subsequent years.

12.2 Longevity Bonus

Current instructors shall receive a longevity bonus upon completion of consecutive years of service as follows:

\$3,000- 3 yrs.

\$5,000- 5 yrs.

\$7,000- 7 yrs.

\$10,000- 10 yrs.

The longevity bonus shall remain for current employees but shall not be available for new hires after the date of ratification of this agreement.

12.3 Holidays

Holidays shall be the same as observed by the teachers’ calendar provided, however, that instructors shall have a floating holiday in lieu of Memorial Day and Veterans’ Day.

12.4 Vacation

NJROTC instructors employed by the district shall have paid vacation days as scheduled by the Senior Naval Instructor and building Principal as per the schedule below:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
1-10 years	20 days
11+ years	35 days

Except when specifically approved by the building principal for unusual circumstances, vacation days may not be scheduled on student attendance days. All vacation time must be used within the 12 months following July of the fiscal year in which it was earned or the same shall be forfeited. There shall be no carryover of vacation time except in unusual circumstances, and

then such carryover must have the prior approval of the Director of Human Resources. All vacation time earned prior to the effective date of this Agreement and carried over beyond the above described time frame must be used before July 31 of 2016 or, at the option of the employee, paid to the employee.

12.5 Stipends

Stipends will be paid at the rates and schedule as shown on Appendix A, with placement to remain fixed for the term of this Agreement. Additional NJROTC program duties, not specifically designated a stipend, will be rotated on a fair and equitable basis as discussed as a department with the SNSI and EAHS Administration as part of the annual assignments.

12.6 Tuition Reimbursement

Tuition reimbursement may be claimed by instructors, subject to the following specific conditions:

- A. Instructors shall participate in a pool for tuition reimbursement and maximum reimbursement for all employees in the pool shall be \$18,000 per each year of the contract. All courses claimed for reimbursement must be related to improvement of current job related skills or assignment, leadership, advanced degree, or additional endorsement/new certification deemed critical by the administration.
- B. The following specific requirements shall apply:
 - 1. The instructor receives prior written approval from the Director of Human Resources or his/her designee.
 - 2. All courses must be taken from an accredited college/university. Non-traditional formats (i.e. correspondence, online) must meet specific criteria, which must illustrate student to student and instructor to student interaction.
 - 3. The instructor has paid a tuition fee at his/her own expense. No reimbursement shall be given for a course taken with the use of a tuition waiver.
 - 4. Tuition reimbursement will only be given for courses where the instructor has earned a grade of an "A" or "B" or received a PASS as evaluated on a PASS/FAIL basis.
 - 5. Official transcripts must be filed in the office of Human Resources, in order to obtain tuition reimbursement.
 - 6. Instructors will receive tuition reimbursement payment to a maximum rate of \$200 dollars per semester hour, maximum of nine (9) semester hours per year, or equivalent charge as approved by the Director of Human Resources.
 - 7. Instructors with two (2) years or more of full time teaching experience in District 131 are eligible for tuition reimbursement.

C. An instructor who applies for tuition reimbursement must agree to remain a full time instructor in Aurora East School District 131 (in writing) for a minimum of three complete school years after payment of such reimbursement. If through his/her choice his/her employment is terminated before completing three full school years of service after each such reimbursement, he/she shall repay Aurora East School District 131 for such professional reimbursement.

D. Reimbursement will only be paid to instructors employed by the District at the time of disbursement.

12.7 Professional Conferences

Upon the discretion and approval of the Superintendent or designee, instructors shall be allowed to attend professional conferences and pre-approved expenses for food, lodging, and travel will be reimbursed. Itemized paid receipts for all expenses claimed shall be turned into the administration before reimbursement is approved.

12.8 Retirement Plan

Any retirement plan as finally approved and included in the support staff/office staff collective bargaining agreement for the District shall be deemed included in this agreement, and may be included in a separated Memorandum of Understanding if requested by either party, provided, however, that any retirement increment shall be applied to base salary only and not to any longevity bonus.

Article XIII Effect of Agreement

13.1 Term

This Agreement shall become effective on the last date of ratification by the Union or approval by the Board of Education and shall continue in effect until 11:59 p.m. on June 30, 2018.

13.2 Amendment

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties and may be modified only through written mutual consent of the parties. It is understood that all rights, powers, and authority of this Board not specifically limited by the language of this Agreement are retained by the Board. The Board shall take no action which will violate any of the specific provisions of this Agreement.


13.3 Complete Agreement


The parties agree that they shall not be obligated to bargain collectively during the term of this Agreement with respect to any subject or matter not specifically referred to or published in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

IN WITNESS WHEREOF signed this _____ day of June, 2018

TOMCAT NAVY COUNCIL LOCAL 604, AFT/IFT

BOARD OF EDUCATION,
EAST AURORA SCHOOL DISTRICT NO. 131

By: 
President

By: 
President

7/20/18

Appendix A

FY19-FY21	Years									
Classification	1	2	3	4	5	6	7	8	9	10
J	\$ 6,060.00	\$ 6,484.20	\$ 6,938.09	\$ 7,423.76	\$ 7,943.43	\$ 8,499.46	\$ 9,094.42	\$ 9,731.04	\$ 10,509.51	\$ 11,665.57
I	\$ 5,454.00	\$ 5,835.78	\$ 6,244.28	\$ 6,681.38	\$ 7,149.08	\$ 7,649.52	\$ 8,184.98	\$ 8,757.93	\$ 9,458.57	\$ 10,499.01
H	\$ 4,908.60	\$ 5,252.20	\$ 5,619.85	\$ 6,013.25	\$ 6,434.17	\$ 6,884.56	\$ 7,366.49	\$ 7,882.14	\$ 8,512.71	\$ 9,449.11
G	\$ 4,417.74	\$ 4,726.98	\$ 5,057.87	\$ 5,411.92	\$ 5,790.75	\$ 6,196.11	\$ 6,629.83	\$ 7,093.93	\$ 7,661.44	\$ 8,504.20
F	\$ 3,534.19	\$ 3,781.58	\$ 4,046.29	\$ 4,329.54	\$ 4,632.61	\$ 4,956.89	\$ 5,303.87	\$ 5,675.14	\$ 6,129.15	\$ 6,803.36
E	\$ 2,827.35	\$ 3,025.27	\$ 3,237.04	\$ 3,463.63	\$ 3,706.08	\$ 3,965.51	\$ 4,243.09	\$ 4,540.11	\$ 4,903.32	\$ 5,442.69
D	\$ 1,979.15	\$ 2,117.69	\$ 2,265.92	\$ 2,424.55	\$ 2,594.26	\$ 2,775.85	\$ 2,970.17	\$ 3,178.08	\$ 3,432.32	\$ 3,809.88
C	\$ 1,385.41	\$ 1,482.38	\$ 1,586.14	\$ 1,697.17	\$ 1,815.98	\$ 1,943.10	\$ 2,079.12	\$ 2,224.66	\$ 2,402.63	\$ 2,666.92
B	\$ 969.78	\$ 1,037.66	\$ 1,110.30	\$ 1,188.02	\$ 1,271.19	\$ 1,360.17	\$ 1,455.38	\$ 1,557.26	\$ 1,681.84	\$ 1,866.84
A	\$ 581.87	\$ 622.60	\$ 666.19	\$ 712.82	\$ 762.71	\$ 816.10	\$ 873.23	\$ 934.35	\$ 1,009.10	\$ 1,120.10

Classification

Color Guard Coach	H
Drill Team Coach	H
Rifle Team Coach	G
Academic Team Coach	F
Drill Team Assistant Coach	F
Physical Training Team Coach	E
Dance, Drum & Bugle Team Coach	E
Orienteering Coach	E
Rifle Team Assistant Coach	E

APPENDIX B

<u>NJROTC INSTRUCTOR OBSERVATION REPORT</u>	
Note: A school administration evaluation, if completed during the current school year, may be submitted in lieu of this form.	
Instructor Name/Rank	SNSI <input type="checkbox"/> NSI <input type="checkbox"/>
School Name :	UIC:
I. Instructor Performance: Is the instructor performing successfully in the following areas:	
	<u>SAT/UNSAT</u>
A. Advance classroom preparation	SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/>
B. Use of lesson plans	SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/>
C. Documentation of lessons planned/taught	SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/>
D. Use of multimedia computer/CPS	SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/>
4a. Reflecting on Teaching	SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/>
• Accuracy	
• Use in future teaching	
E. Instructor techniques	SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/>
F. Instructor/cadet rapport	SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/>
2a. Creating an environment of respect and rapport	SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/>
• Teacher interaction with students	
• Student interactions with one another	
2c. Managing classroom procedures	SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/>
• Management of instructional groups	
• Management of transitions	
• Management of materials and supplies	
• Performance of non-instructional duties	
• Supervision of volunteers and paraprofessionals	
G. Use of guest lecturers	SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/>
H. Interpersonal relationships	SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/>
2d. Managing student behavior	SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/>
• Expectations	
• Monitoring of student behavior	
• Responses to student misbehavior	
I. Personal appearance	SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/>
4f. Showing professionalism	SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/>
• Integrity and ethical conduct	
• Service to students	
• Advocacy	
• Decision making	
J. Personal conduct	SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/>
4f. Showing professionalism	SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/>
• Integrity and ethical conduct	
• Service to students	
• Advocacy	
• Decision making	

II. Cadet Performance: Does the instructor create an environment that promotes a climate of:

- | | |
|--|---|
| A. Spontaneous classroom participation | SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/> |
| 3b. Using questioning and discussion techniques | SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/> |
| • Quality of questions | |
| • Discussion techniques | |
| • Student participation | |
| B. Responsiveness to questions | SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/> |
| 3e. Demonstrating flexibility and responsiveness | SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/> |
| • Lesson adjustment | |
| • Response to students | |
| • Persistence | |
| C. Improved cadet appearance in/out of classroom | SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/> |
| D. Improved cadet behavior in/out of classroom | SAT <input type="checkbox"/> / UNSAT <input type="checkbox"/> |

Comments: (Please comment on unsatisfactory marks)

Signature of Evaluator	Title	Date
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Signature of Instructor (Required only if unsat indicated)	Date
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Building: Responsible:

INFORMAL OBSERVATION

Evaluator completes and gives to the NJROTC employee following informal observation. NJROTC employee signs and returns copy to evaluator.

Date of Observation:

Start Time:

End Time:

Location:

A. Observation Summary:

B. Commendations/Recommendations:

Evaluator's Signature

Signature: _____ Date: _____

Employee's Signature

Signature: _____ Date: _____