
AGREEMENT

**Indian Prairie
Classified Association
and
Indian Prairie
Unit School District 204**

2009 – 2010 School Year



Membership Privileges and Benefits

The Indian Prairie Classified Association is the representative Union for the following employees: Clerks, Receptionists, Secretaries and Assistants (formally referred to as aides) working twenty (20) hours or more per week on a regular basis. Assistants covered are: Enrollment, LMC, EC, Elementary, Middle School, High School, Career Center, Pool, Deans, ISD, PSTA, Health/Office, Reading, and Bilingual/ELL.

Membership dues are deducted from paychecks from October 15th through June 30th of each year.

If you choose not to be a member, you are considered a Fair Share Fee Payer. Every Fair Share Fee Payer shall pay an amount that represents 100% of state, local and national dues uniformly required of Association members. This amount does not include any contributions related to the election or support of any candidate for political office. Fair Share Fee Payers are entitled to representation by the association, but not to PROGRAM DISCOUNTS OR VOTING PRIVILEGES.

For a few pennies more per pay period, as an IPCA Member, you will have:

- ◆ Voting privileges
- ◆ Special discounts on travel & magazine subscriptions
- ◆ Other benefits including car rental, credit cards, homeowners insurance, and various loans
- ◆ Automatic life insurance

Please contact your building secretary for a list of IPCA's current officers and Membership Chair or call the IEA West Suburban Office at 630/369-1555.

JOIN TODAY:

**TOGETHER WE CAN DO
WHAT WE CANNOT DO ALONE.**



Indian Prairie Classified Association Agreement

2009-2010

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ARTICLE 1

RECOGNITION

1.01 Recognition

The Board of Education of School District No. 204, DuPage and Will Counties, Naperville, Illinois, hereinafter referred to as the "Board", recognizes the Indian Prairie Classified Association IEA-NEA, an affiliate of the Illinois Education Association and the National Education Association, hereinafter referred to as the "Association", as the sole and exclusive representative for all secretaries/clerks, health, office and library media center assistants, teacher assistants, receptionists, elementary IT assistants, and deans assistants, working twenty (20) hours or more per week on a regular basis. Excluded from the bargaining unit are the administrative assistants to the Superintendent and Assistant/Associate Superintendents, data processing administrators, med ed assistants, sub-callers, lunchroom supervisors, medication nurses, employees whose positions require certification, supervisors and confidential employees as defined in the Illinois Educational Labor Relations Act.

1.02 Purpose

The purpose of this recognition is a mutual agreement between the parties to negotiate in a good faith effort with regard to all matters as set forth in the Illinois Educational Labor Relations Act. "Good faith effort" is defined as the mutual responsibility of the Association and the Board to deal with each other openly and fairly and endeavor to reach agreement on items being negotiated. It does not imply that either party will agree with, or accept, the other party's proposal, or be compelled to reach agreement on specific topics.

ARTICLE 2

FRAMEWORK FOR NEGOTIATIONS

2.01 Commencement of Negotiations

Negotiations shall begin no later than March 1st in the year in which this Agreement terminates unless both parties agree to an alternate date.

2.02 Mediation

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that both parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

2.03 Representatives

The parties agree that their duly designated representatives shall negotiate in a good faith effort with respect to items negotiable under the Illinois Educational Labor Relations Act. Each party shall select its own representatives.

2.04 Authority

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals in the course of negotiations.

2.05 Ratification

When the Association and Board reach final agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and then to the Board for official approval. There shall be two signed copies of any final Agreement. One copy shall be retained by the Board and one by the Association.

2.06 Copies of Agreement

Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be printed and presented to each employee now employed and hereafter employed. The Board and the Association shall split the cost of printing the Agreement. No additional printings of the Agreement may be made by the Board without the consent of the Association unless the Board bears the full cost of printing.

ARTICLE 3

BOARD RIGHTS

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the Indian Prairie Community Unit School District 204 conferred upon and vested in it by the Statutes and the Constitution of the State of Illinois, and the United States, including but not limited to, the responsibilities for and the right:

- A.** To maintain executive management and administrative control of the District and its properties and facilities and the work of its employees as related to the conduct of District affairs.
- B.** To hire all employees and to determine their qualifications, or their dismissal or demotion, and to evaluate, promote and transfer all such employees.
- C.** To establish grade levels, courses of instruction and curriculum, including special programs, athletic, recreational, or social events for students, all as deemed necessary or advisable by the Board.

D. To determine class schedules, the student attendance day, and the responsibilities and assignments of those in the bargaining unit.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by law and the specific and express terms of this Agreement.

ARTICLE 4

EMPLOYEE AND ASSOCIATION RIGHTS

4.01 Association Meetings

The Board agrees that the Association has the right to use a school building (except central office) for meetings after duty hours subject to reasonable advance notice to the affected school principal. The principal shall respond in a reasonable amount of time.

Such use shall not interfere with or interrupt normal school operations or conflict with previously scheduled activities. When special custodial service is required, the Board may charge the Association for this service.

4.02 Association Use of Mailboxes and Bulletin Boards

The Association may use employee mailboxes, inter-school mail, district e-mail system provided such use does not interfere with the operation of the schools and/or district, and a bulletin board in the designated employee lounge in each building.

The Administration has the sole discretion as to when the district e-mail system will be used by the Association. Copies of all general fliers and general announcements shall be given to the building principals. Nothing herein shall preclude the right of the Board to give direct access to employee mailboxes and inter-school mail to other organizations as approved by the Superintendent or his/her designee.

4.03 Association Use of Equipment

The Association may use school equipment on school premises only, e.g., typewriter, small computers, word processors and photocopy machines (excluding heavy volume items), providing such use shall be contingent upon the absence of any concurrent need to use such equipment for any aspect of the school program.

4.04 Information to Association

Upon written request from the Association president, the Board shall make available to the Association information and reports which are prepared for public distribution. Nothing herein shall require the Board and/or the Administration to conduct any research and/or assemble special documents for the Association. In addition, the Board shall provide the Association president with copies of approved minutes of all Board meetings as soon as they are distributed (except minutes of closed meetings which have not been cleared for public display).

The Board also agrees to furnish to the Association available information concerning the financial resources of the District and policy manual updates.

4.05 New Employees Information to Association

The Association president will be furnished with the names, addresses, and tentative building assignments of new employees covered by this Agreement prior to August 15 each year. Names, addresses and building assignments of those hired after August 15 shall be furnished to the Association as soon as practicable. An update will be furnished in January. Updates to the employee list will be provided by the Human Resources Department on a monthly basis when new employees are added and/or terminated employees are deleted from the payroll.

4.06 New Employee Information

New employees shall be provided with a District information packet at the time of hire. Such packet shall include a copy of the negotiated Agreement, insurance documents, school calendar, salary information and other pertinent items as deemed appropriate by the Superintendent.

4.07 Placement of Items in Employee's Permanent Personnel File

A copy of any permanent material, except confidential material such as evaluations by colleges or previous employers, shall not be placed in an employee's permanent personnel file without a copy also being supplied to the employee. All material placed in the file shall bear an entry date. The employee has the right to answer in writing, and his/her answer will be attached to the file copy. The employee must respond within ten (10) work days of becoming knowledgeable of the material.

- A.** If the material asserts the commission or omission of any act which is susceptible of rectification, it shall not be placed in the file until a ten (10) work day period has elapsed. If such rectification has occurred within the ten (10) day period and is acceptable to the Administration, such material shall not be placed in the file unless the superintendent or his/her designee shall characterize the material as evidencing conduct which requires future remediation or as part of a course of conduct which might affect subsequent disciplinary considerations.

B. Each employee shall have the right, upon reasonable advance notice, to review the contents of his/her permanent personnel file. However, such review shall not be inconsistent with the performance of his/her duties or inconsistent with regular business hours. Such inspection shall take place only in the presence of an Administrator or administrative designee. The employee may be accompanied at such review by a representative. Nothing shall be permanently removed from the personnel file except with the consent of the Board.

C. Access to personnel files shall be limited to the employee, to authorized administrative personnel, and authorized representatives of the Board. This does not preclude Board use of material from personnel files when the material is pertinent to any action taken or contemplated by the Board as determined by the superintendent or his/her designee.

4.08 Notification of Assignment

The Board will inform employees of the tentative assignments for the following school year by June 1. Should changes in assignments be necessary after June 1 and during the regular school year, the employee will be notified in writing as promptly as circumstances permit. In case of an involuntary change after June 1, such decisions shall be handled as described in *Article VI: Vacancies, Transfers and Promotions*.

4.09 Association Dues Deduction

Any employee who is a member of the Association may sign and deliver to the Board office an assignment authorizing deduction of Association dues. The Association shall notify the Assistant Superintendent for Business in writing of the total amount of annual and monthly dues. Such written authorization and assignments shall continue in effect unless canceled by the originating employee. The assignment may be canceled between July 1 and September 15 of any year by written notice to the Association.

The Board will deduct monthly dues beginning in October and continuing through June, provided that assignment cards have been received no later than September 20 of each year by the District's Business Office or within thirty (30) days from the date of employment.

The Board shall remit monthly to the Treasurer of the Association the total amount of money deducted for the month. Such remittance will be accompanied by a listing of the names of employees from whose salary the dues were deducted.

The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article or in compliance with any assignments furnished under the provisions of this Article.

4.10 Fair Share

Each employee shall, except as provided below, as a condition of his or her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a fair share fee to the Association in accordance with the established procedure of the Association, the provisions of the IELRA and the rules and regulations of the IELRB.

In the event that the employee does not pay the fair share fee directly to the Association by the date specified above, the Board shall deduct the fair share fee from his/her wages on the same schedule as regular dues are deducted. The Association shall certify the amount of the fair share fee to the Board in writing by the first day of August annually. Such fees shall be paid to the Association by the Board in installments on the same schedule as payroll deductions of Association dues.

The Association agrees to defend, indemnify, and save the Board harmless against all claims, demand, suit or other form of liability which may arise by reason of any action taken by the Board in complying with the provisions of this section, provided that this Section shall not apply to any claim, demand, suit or any other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Section.

ARTICLE 5

JOB DESCRIPTIONS, TRAINING AND EVALUATION

5.01 Job Descriptions

Each employee shall be provided, upon request, with the most recent job description. New employees shall be provided a job description at the time of hire. Whenever changes occur in a job description, the Administration will provide such changes to the affected employee for his/her information prior to finalization and implementation by the Administration.

Job descriptions shall be reviewed annually, if necessary, with a joint committee of the Association and Administration during the first month each year. The final decision as to what items are included in each job description will rest solely with the Administration.

5.02 Job Training

Employees who wish to do so may request to attend training and/or educational seminars and courses that relate to their current assignment. Such requests shall be delivered to the employee's immediate supervisor in writing, complete with a description of the training or education and anticipated costs. The Assistant Superintendent for Human Resources shall have the discretion as to approval or disapproval.

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- A. If approval is forthcoming on a seminar, said approval will include appropriate guidelines regarding the employee's responsibility to remain within the approved expenditure for the seminar, along with requiring the employee to submit all appropriate receipts to his/her appropriate supervisor at the conclusion of the seminar. In addition, within one (1) week, the employee shall submit a written report as to the content of the seminar and how it benefited the employee in his/her current assignment.
 - B. If the Administration requires an employee to attend a seminar and/or a course that relates to improving his/her skills, then the Board shall be responsible for actual expenditures to attend such training.

5.03 Training for Supported Education Assistants

A. Handbook

All newly hired Supported Education Assistants will receive a copy of the Teacher Assistants Handbook, and a copy will be available on the district website.

B. Required Training

All newly hired Supported Education Assistants will be required to complete six (6) hours of approved training beyond their contracted workday, which will include four (4) hours of orientation.

C. Pay for Newly Hired

Newly hired Supported Education Assistants will be paid at their hourly rate of pay for each hour of approved training completed. If said employees take additional hours beyond the approved required six (6) hours, they will be paid at their hourly rate of pay for each hour of approved training completed beyond their contract workday.

D. Pay for Returnees

Returning Supported Education Assistants who elect to take training outside their contracted workday will be paid at their hourly rate of pay for each hour of approved training completed.

E. District Cost

A total of \$30,000 will be set aside by the District to pay the Supported Education Assistants for completed approved training. Upon request of the Association, the District agrees to discuss increasing the training fund pool of money if the total amount is exceeded in any year.

5.04 Evaluations Guidelines

A. Notification

Generally within two (2) weeks of employment, each employee shall be advised by his/her supervisor of the evaluation procedures and standards of performance. No formal evaluation shall take place until such orientation has been completed. Each building administrator or supervising administrator will maintain and use an on/off cycle list. The administrator will inform each employee of his/her status for evaluation.

B. Artifacts

In addition to information gained through observations, the Administration may, from time to time, ask the employee to provide sample materials covering his/her job assignments. Discussion of this work product may be helpful to the employee and the Administration in better understanding the requirements of the position.

C. Frequency

1. Following the first ninety (90) days of employment, each employee will be evaluated at least one (1) time during his/her first and second year of employment to be completed by May 15.
2. Thereafter, each employee will be evaluated at least one (1) time every other year beginning no later than the fourth year of employment. Such evaluation will occur no later than May 15 of each evaluation year for 10 month employees and no later than June 15 of each evaluation year for 12 month employees.

D. Evaluation Report and Conference

Evaluations, including recommendations for employee improvements, shall be reduced to writing and a copy of such shall be provided to the employee at the evaluation conference which shall be held between the employee and evaluator to complete the evaluation process. A copy signed by both parties shall be given to the employee with the employee's signature indicating receipt of the evaluation.

E. Evaluation Comments

All evaluations shall be placed in the employee's personnel file. If the employee feels that the evaluation needs elaboration, said employee may put any comments in writing and have them attached to the evaluation report within ten (10) work days of receiving the formal evaluation.

F. Remediation / Appeal

1. *Remediation.* When the job performance of a classified employee is considered unsatisfactory by a supervisor/evaluator, an effort to remediate perceived deficiencies will be initiated. This remediation will typically involve the following:
 - identification by the supervisor/evaluator of specific areas of concern.
 - a description of expectations during the remediation period, including, where appropriate, the acceptable level of performance which is expected.
 - a timeline for correction of deficiencies which will generally not exceed 6-8 weeks.

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- feedback during the remediation period from the supervisor/evaluator in the form of evaluations, memoranda, conferences, etc., as the supervisor/evaluator determines appropriate under the particular circumstances.
 - a closing conference with the employee to discuss the remediation and to identify subsequent action.
2. *Appeal.* If an employee is dismissed for performance concerns, a written appeal may be filed within ten (10) work days of receiving the decision to the Personnel Committee of the Board. All written appeals shall be filed with the Assistant Superintendent for Human Resources. The affected employee shall have the right to have Association representation available in any such meeting if so desired.

ARTICLE 6

VACANCIES, TRANSFERS AND PROMOTIONS

6.01 Vacancies

Normally, vacancies, including, administrative and supervisory positions will be posted as they occur via e-mail. The vacancy list will be updated as needed. Normally, vacancies shall be posted for five (5) days before they are permanently filled. The Association recognizes the right of the Board not to fill vacancies. The format of the vacancy notice form is at the sole discretion of the administration and may be changed at any time.

6.02 Voluntary Transfer

- A. Employees who desire to transfer to another building shall apply in writing or by e-mail to the Human Resources Department. It is the responsibility of the employee to withdraw his/her request in writing if he/she does not wish to be considered beyond a certain time.
- B. When the qualifications of two (2) or more applicants for voluntary transfer to a position are judged to be relatively equal by the Administration, the applicant with greater seniority in said position shall be given the position.

6.03 Transfers to New Buildings

In the event of initial staffing of a new building, the Administration shall have the sole discretion to transfer at will to that building by first, filling as many positions as possible by voluntary transfers and second, by filling all remaining positions with involuntary transfers or new hires. The final decision governing all individuals to be selected for a new building shall remain with the Administration.

6.04 Involuntary Transfers

- A. Every reasonable attempt will be made not to involuntarily transfer an employee when another employee has a valid request on file to make a voluntary transfer to that position, with the final decision remaining with the Administration.
- B. Involuntary transfers will be used only when other means have not provided adequate staffing to meet the needs of the School District. For the next twelve (12) months, and for that period only, after any employee has been so transferred, he/she will receive priority consideration for a voluntary transfer within his/her classification if they apply for a specific vacancy. When such an application is made, the employee will be interviewed for the position. The final decision shall remain with the Administration. In the event the student assigned to the teacher assistant leaves the building or district, the teacher assistant may be involuntarily reassigned.
- C. When the Administration notifies an employee of an involuntary transfer, the employee shall be released immediately if he/she so requests in writing. Teacher assistants may be involuntarily transferred on the basis of students' needs and district program changes as determined by the Administration.
- D. The final decision for involuntary transfers remains with the Administration.

6.05 Conference

Unsuccessful applicants and transferred employees shall, upon written request, be granted a conference with the Assistant Superintendent for Human Resources covering the decision on a particular position.

6.06 Temporary Duties Assumed

Any employee who is temporarily transferred to another position (either in or out of the bargaining unit) will be paid their regular rate of pay during the time they are in the temporary position unless the regular rate of pay for the temporary position in another classification is higher than the employee's regular position. In such case, the employee shall be paid the higher of the two rates for the duration of the temporary assignment.

6.07 Adjustments Due to Transfer

Employees shall not lose pay due to involuntary transfer.

6.08 Gold Campus

The Gold Campuses (freshman centers) will be considered part of their related high schools for purposes of Article 6 (transfers) of this Agreement, i.e. such Campuses will not be considered another “building” or “new” building for purposes of Section 6.02 or Section 6.03 of this Agreement.

ARTICLE 7

EMPLOYEE LAYOFFS

7.01 Notice

The Board shall notify the Association prior to any layoff of employees covered by this Agreement. Layoffs and recall will be in accordance with the Illinois school law.

7.02 Laid-Off Employees

A. Substitution

A laid-off bargaining unit member shall, upon written application, be placed on the substitute list in his/her classification.

B. Fringe Benefits/Laid-Off Employees

Laid-off bargaining unit members may continue their insurance benefits for a period not to exceed eighteen (18) months, under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985. Laid-off bargaining unit members who are recalled to a full-time position under 7.02C shall be returned to the same salary and insurance contribution level as when they were laid-off.

C. Employee's Right to Recall

Laid-off bargaining unit members shall have a right to recall for any vacant position within the specific category for which they were laid-off for the following school term or within one (1) calendar year from the beginning of the following school term. This section recites the existing Illinois School Code and shall be superseded by any changes to the School Code.

D. Employee's Obligation to Respond to Recall

It shall be the bargaining unit member's responsibility to keep the employer notified as to his/her current mailing address by certified mail, return receipt requested, or by written notice personally delivered to the Assistant Superintendent for Human Resources, receipt required. A recalled bargaining unit member shall be given ten (10) work days from receipt of notice to report to work. The employer may fill the position on a temporary basis until the recalled bargaining unit member reports to work. Bargaining unit members recalled to full-time work for which they are qualified are obligated to take such work on the date stated on the notice of recall. A bargaining unit member who refuses recall to work shall forfeit his/her seniority rights.

ARTICLE 8

SENIORITY

8.01 Definition — Seniority

An employee's seniority calculation commences with the first date of work. Seniority shall be defined as the length of continuous service within the District. In the event that more than one individual bargaining unit member has the same starting date of work, and/or same seniority, position on the seniority list shall be determined by drawing lots.

In the event an employee changes classifications, the employee shall retain previously earned seniority. All such changes in classifications shall be based on qualifications as determined by the Administration.

8.02 Seniority Lists

The Board shall prepare, maintain, and post on the District's website a copy of the Seniority List, by seniority category, by February 1 of each year. A copy of the Seniority List shall be delivered to the Association President.

It shall be the responsibility of each employee to review the annual Seniority List and to advise the Assistant Superintendent of Human Resources in writing by March 1st of any claimed error or omission ("objection") in the List. The Assistant Superintendent shall review and consider any such objection and inform the employee of his/her decision within five (5) work days. Within five (5) work days of the Assistant Superintendent's decision, the employee may file a written appeal to the Board of Education. Failure of the employee to make a timely objection shall be deemed as an acceptance of his/her placement on the Seniority List. The employee shall be prohibited thereafter from challenging the employee's seniority until the next list is posted.

Errors or delays in the preparation of the Seniority List shall not prevent the Board of Education from taking dismissal action in accordance with the *School Code* and this Agreement.

8.03 Loss of Seniority

An employee shall be considered terminated, including losing all seniority rights, under any of the following circumstances:

A. Resignation

B. Discharge

C. Laid off for a period exceeding the amount of time listed in *Article 7: Employee Layoffs*.

8.04 Categories for Seniority

- A. Attendance Clerk H. S. – 5500 Calendar**
- B. Clerk/Receptionist**
 - CEC Clerk – 1000 Calendar
 - CEC Receptionist – 1000 Calendar
 - Accounts Payable Clerk – 1000 Calendar
 - HR Clerk – 1000 Calendar
 - HS Receptionist – 1000 Calendar
- C. HS Copy Room Clerk – 5100 Calendar**
- D. Teacher Assistant – Enrollment – 5100 Calendar**
- E. Library Media Center Assistant – (LMC Assistant)**
 - MS, HS – 5400 Calendar
- F. Library Media Center Assistant – (LMC Assistant)**
 - ELM – 5202 Calendar
 - Elementary Technology Assistant (Formerly IT Aide) – 5202 Calendar
- G. Teacher Assistant – Supported Education**
 - EC 5300 & 5302 Calendar
 - ELM/MS/HS 5200 Calendar
- H. Teacher Assistant – Career Center – 5100 Calendar**
- I. Teacher Assistant – Pool – 5200 Calendar**
- J. Teacher Assistant – In-School Detention – 5200 Calendar**
- K. Teacher Assistant – Reading – 5100 Calendar**
- L. Teacher Assistant – Bilingual/ELL – 5100 Calendar**
- M. Deans Assistant – 5101 Calendar**
- N. Teacher Assistant – PSTA CEC/Itinerant – 5100 Calendar**
- O. Health/Office Assistant – 5700 Calendar**
- P. Secretary – 10 Month**
 - AP Middle School – 5700 Calendar
 - HS Financial Secretary – 5700 Calendar
 - EC Student Services – 5700 Calendar
- Q. Secretary – 10 Month**
 - HS Guidance – 5600 Calendar
 - HS Dean – 5600 Calendar
 - Department Chair – 5600 Calendar
- R. Secretary – 12 Month – 1000 Calendar**
 - EC/ELM/MS/HS/IP Principal
 - HS Assistant/Associate Principal
 - HS Athletic Director
 - HS/CEC Student Service
 - MS/HS Guidance
 - CEC

ARTICLE 9

GRIEVANCE PROCEDURE

9.01 Definitions

- A. **Grievance** means any claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of the terms of the Agreement.
- B. **Days** means school days, except that when an alleged grievance is submitted fewer than ten (10) days before the close of the school year, time limits shall consist of business days.

9.02 Rights to Representation

An Association representative may be present at any meeting, hearing, appeal or other proceeding relating to a grievance which has been formally presented beyond Step One. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association, provided the Association has a right to be present at such adjustment and that such adjustment cannot be inconsistent with this Agreement.

The Administration shall have the right to have another Administrator and/or representative present for any meetings, hearings, appeals or other proceedings relating to a grievance which has been formally presented.

9.03 Procedure

The parties hereto acknowledge that it is usually most desirable for a grievant and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the grievant, a grievance may be processed as follows:

A. Initiation

A grievance may be filed in writing within fifteen (15) days of the occurrence of the event which initiated the grievance or when the grievant reasonably would have had knowledge thereof. Failure to file within the time limits prescribed herein constitutes a waiver of the right to file for that particular occurrence. The written grievance shall state the clause or clauses of the contract allegedly violated and the proposed remedy requested.

B. Step One

The grievant shall present the grievance in writing to the supervisor immediately involved who shall arrange for a meeting to take place within ten (10) days after receipt of the grievance. The supervisor shall provide the grievant and the Association with a written answer to the grievance within ten (10) days of the meeting.

C. Step Two

If the grievance is not resolved in Step One, the Association may appeal the grievance to the Superintendent. Such appeal must be filed within ten (10) days after receipt of the Step One answer. The Superintendent or his/her official designee shall arrange for a meeting to take place within ten (10) days of receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing the Superintendent shall have ten (10) days in which to provide his/her written decision to the Association.

D. Step Three

If the grievance is not resolved at Step Two, the Association may appeal the grievance to binding arbitration. Such appeal must be filed within fifteen (15) days of the Step Two response. If the parties cannot agree on an arbitrator or an arbitration procedure within ten (10) days of the appeal, the American Arbitration Association shall be requested to act as administrator of the proceedings according to its Voluntary Labor Arbitration Rules.

1. Each party shall bear the full costs for its representation in the arbitration. The costs of the arbitrator and the AAA shall be divided equally between the parties.
2. If either party requests a transcript of the proceedings, that party shall bear the full costs for the transcript. If both parties order a transcript, the cost of two (2) transcripts shall be divided equally between the parties. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the parties.
3. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which had not previously been disclosed to the other party during the previous steps.
4. The arbitrator shall have no power to nullify, alter, amend, ignore, add to or subtract from the provisions of this Agreement. The arbitrator's decision must be based solely upon his/her interpretation of the meaning or application of the express relevant provision of this Agreement.

9.04 Other Conditions

A. Bypass

By mutual agreement, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

B. Class Grievance

Class grievances involving one or more employees or one or more supervisors and grievances involving an Administrator above the building level may be initially filed by the grievant at Step Two.

C. Grievant and Association Cooperation

The grievant and Association shall not interrupt the instructional and regular duties of the employees within the District in the investigation of any alleged grievance. However, this does not restrict the right of Association representatives to otherwise investigate and prepare grievances.

D. Released Time

Should attendance at a grievance hearing require that an employee or an Association representative be released from his/her regular assignment, she/he shall be released without loss of pay or benefits. However, the cost of any necessary internal substituting or hiring of a substitute shall be reimbursed to the District by the Association.

E. Timelines

Failure of any grievant to act on a grievance within the prescribed time limits will act as a bar to any further appeal. Failure of an Administrator to so respond will permit the grievant to move to the next step.

F. Extension of Time Limits

An extension of time limits may be made by mutual consent.

G. Settlement

A grievance may be settled or withdrawn at any time without establishing precedent.

H. Exhausting Remedies

The Association will make every reasonable effort to encourage employees to exhaust this grievance procedure before commencing any proceeding in any state or federal court or administrative agency when charging the Board and/or Administration with an act which reasonably could also be claimed to be a violation of this Agreement.

I. No Reprisals

No reprisals of any kind shall be taken by the grievant and/or the Association against any employee because of his/her participation or lack of participation in a grievance.

J. Personnel File

Documents related to grievances shall be filed separately from the employee's personnel file.

K. Election of Remedy

In the event a member of the bargaining unit initiates an appeal under the District's Rules and Regulations, reproduced for reference in Appendix D, or Article 5.04.F, such remedy shall be exclusive and the member shall be barred from invoking any remedy under this grievance procedure.

ARTICLE 10

WORKING CONDITIONS

10.01 Hours

The regular working hours for all employees covered by this Agreement shall not exceed forty (40) hours per week.

10.02 Lunch and Breaks

A. Lunch and Breaks for 40 Hour Employees

Forty hour employees will be granted up to sixty (60) minutes of administratively scheduled flexible time each day, which will include:

- Mandatory “duty free” lunch time of at least thirty (30) minutes in length, and
- Appropriate convenience breaks

It is permissible for the administrator to schedule the designated lunch time and break time by bundling provided that the total time does not exceed sixty (60) minutes.

B. Lunch and Breaks for Assistants Who Work Less Than 40 Hours

10.02.01 Lunch Time

The “duty free” lunch time for assistants will be the same length as the building lunch time for students provided that the lunch is no less than thirty (30) minutes in length.

10.02.02 Break Time

The Board and the Association agree that full-time assistants need to have convenience breaks that do not disrupt the continuity of the education program. Breaks may not occur to shorten the workday.

The building administration or immediate supervisor and assistant will communicate how convenience breaks (up to two per day) may occur including:

1. Consideration of program needs and natural break opportunities
2. Cross train to release assistant
3. Use of support teacher to release assistant

C. Lunch/Break Appeal

All problems/concerns related to the scheduling of the lunch time and convenience breaks may be appealed to a building committee composed of the principal or supervising administrator and the building IPCA senator. Either party may file such an appeal. The appeal will be considered the informal process stated in Article 9: Grievance Procedure. Timelines for filing the grievance at step one will be held in abeyance pending the timely completion of the appeal.

10.03 Notification of Hours for Forthcoming School Year

The Administration will inform employees of their tentative hours for the forthcoming school year by June 1. Should changes occur after June 1 and during the regular school year, the employee will be notified in writing as promptly as circumstances permit. The final decision-making covering the hours of work shall remain with the Administration.

10.04 Extension of Hours

It is understood by the Association that if hours are extended in emergency situations involving the health and welfare of the students, such time will be paid.

10.05 Weekend Work

Employees shall be guaranteed at least two (2) hours pay if called in on weekends. Pay is at overtime rate if hours are in excess of 40 for that week, at regular rate if less than 40 for that week. Paid time off does not count toward 40 hours.

10.06 Emergency Shutdown

When the Superintendent or designee makes a decision to close a school, school facility or the entire School District, the affected employees are excused from reporting to their assigned positions, but shall not be paid for the day. If a 12-month employee is unable to report to work due to an emergency situation or inclement weather, the employee shall have the option to use a business leave day, if one is available, a floating holiday, or vacation day, if applicable, in order to prevent a loss in pay. For 10-month employees, emergency shutdown days may be made up at the end of the school year at regular pay rates if the affected employee(s) wish to make them up.

10.07 Early Closings

When a situation arises, after employees have arrived at work, that warrants the release of students and teaching staff, the Administration will make a determination as to the possible release of non-essential classified employees, with the final decision being assessed in each situation as it arises including, but not limited to, the need to retain communications between the affected building(s) and school community.

10.08 Summer Hours and Spring Break Hours

Summer hours begin the day after the last day of student attendance. Regular hours resume five workdays prior to the first institute or teacher work day whichever occurs first for the new school year. The summer hours will consist of a 40-hour work week. The work week may be organized in a flexible manner with the schedule developed at the building or department level. These hours will be set for the duration of the summer.

Spring hours begin the first day of the spring break week. The spring break hours will consist of a forty (40) hour work week. The work week may be organized in a flexible manner with the schedule developed at the building or department level. These hours will be set for the duration of the week.

10.09 Thanksgiving Break

When the Board approved calendar calls for no student or teacher attendance on the day before Thanksgiving and the certified staff works extended days for two evening parent teacher conferences, the 12-month school building employees must work using one of the options listed below for those days.

- Work extended hours as the teachers on the extended days for two evening parent teacher conferences in exchange for the day off on the day before Thanksgiving. If this option is chosen, the employee must waive any claim to overtime pay.
- Work regular hours on the extended days for two evening parent teacher conferences and on the day before Thanksgiving.
- Work regular hours on the extended days for two evening parent teacher conferences and use a vacation day to take off on the day before Thanksgiving.

All other 12 month employees, i.e. CEC, will work regular work hours on the extended days for two evening parent teacher conferences and the day before Thanksgiving.

10.10 Mileage

Employees required by their supervisor to use their own automobiles to conduct their duties shall be reimbursed at the current rate authorized by the IRS.

10.11 Administration of Medication and Other Care Duties for Students

Employees are not required to administer medication under current law. Administration of medication to or by students will be consistent with Board Policy 720.14 (and Administrative Procedures 720.14-R), as amended from time to time, and Section 10-22.21b of the School Code. The policy and the section of the School Code can be found at www.ipspd.org. When other care duties are expected of an employee, training will be provided.

ARTICLE 11

DISCIPLINE/DISMISSAL

11.01 Initial Employment

All newly hired employees shall serve an initial ninety (90) work day period during which the employee may be dismissed at any time without regard to the discipline procedures in Articles 11.02 and 11.03 below or the remediation/appeal procedures in Article 5.04.F, as applicable.

After ninety (90) work days, employees shall be subject to the discipline procedures in Articles 11.02 and 11.03 below or the remediation/appeal procedures in Article 5.04.F as applicable.

All newly hired employees will be given in writing employment information including a job description, the IPCA Contract which includes the work rules and regulations, and program descriptions as appropriate.

11.02 Corrective Discipline

After the first ninety (90) work days of employment, employees shall be subject to the district's corrective discipline procedures as set forth in Appendix A, "Rules and Regulations" and Article 11.03.

11.03 Discipline/Dismissal

(For all employees who have successfully completed the first 90 work days.)

Discipline or dismissal (other than layoffs) of any employee covered by this Agreement shall include the following:

- a. a conference with the employee by the appropriate administrator on the decision;
- b. a statement of reason(s) for the action to the employee;
- c. a review of the employee's personnel file with the employee and his/her representative if the employee so chooses.

In the event an Administrator requires an employee to attend a meeting for the purpose of discussing matters which may result in disciplining the employee, the employee, upon request, may have an Association representative present. Any employee required to appear before the Board or a committee thereof shall be given reasonable prior written notice of the meeting.

When an employee is informed of his/her dismissal, he/she may make a written request to meet with the Personnel Committee of the Board to review the dismissal decision or file a grievance in accordance with Article 9.

If the employee exercises the option to meet with the Personnel Committee of the Board such request must be filed with the Assistant Superintendent for Human Resources within ten (10) working days of receiving the notice of dismissal. The meeting with the Personnel Committee shall be held within

thirty (30) calendar days of receiving the written request. Recommendations by the Personnel Committee, if any, shall be communicated to the full Board by the Chairperson of the Personnel Committee.

ARTICLE 12

NON-INTERRUPTION OF WORK

12.01 Unauthorized Action

During the term of the Agreement, the Association, its officers and representatives, and all employees covered by this Agreement will not instigate, promote, or participate in any strike, sympathy strike, slowdown or other concerted interruption of the operation of District 204 regardless of the reasons for so doing.

It is agreed that in the event of any such unauthorized action as described above, the Association shall, within twenty-four (24) hours of receipt of notice thereof, address a letter to the Board notifying the Board that the action of the employee or Association agents is unauthorized.

ARTICLE 13

HOLIDAYS

13.01 Holidays

The paid holidays include the following:

New Year's Day*	Fourth of July*
Martin Luther King's Birthday	Labor Day
Spring Holiday	Columbus Day*
Casimir Pulaski Day*	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day*
Veteran's Day**	

*Does not apply to those employees who are regularly scheduled to work less than 260 days.

**When it falls on a weekday.

13.02 Selection of Holiday Dates

When the above mentioned holidays fall on a weekend, Saturday holidays will be awarded on the preceding Friday and Sunday holidays will be awarded on the following Monday.

Veteran's Day (November 11) will be awarded when it falls on a weekday (Monday through Friday).

The Superintendent may, at his/her discretion, award two (2) additional days during the District's winter break when the day before Christmas and New Year's Day fall on a week day (Monday through Friday). These days will be forthcoming if the Administration determines all obligations have been fulfilled during the winter break for students.

13.03 Floating Holidays

In the event of an approved waiver from the State that results in one of the holidays being an attendance day (such as Casimir Pulaski Day), twelve (12) month employees will be granted a floating holiday to replace the waived holiday.

All floating holidays not used by June 30 of each year will convert into sick leave.

13.04 Regulations

In order to qualify for pay on any approved holidays, an employee must be full-time, and must have worked on his/her scheduled work days immediately preceding and following the holiday unless he/she is absent with the approval of his/her immediate supervisor.

The Association recognizes the right of the Administration to call in employees during holidays, and employees will be paid in accordance with overtime provisions contained in this Agreement.

ARTICLE 14

VACATIONS

14.01 Vacation Accrual

All 12-month (260 days) employees will be awarded annual vacation days as set forth below on July 1 of each year. All 12-month employees shall be entitled to ten (10) days annual vacation time after their first year of employment; fifteen (15) days after their fifth year of employment; and twenty (20) days after their tenth year of employment. If the employee is hired after July 15, the annual vacation days shall be pro-rated for the first year of employment and awarded on July 1 of the following year.

14.02 Vacation Carry Over

Vacation leave cannot be carried over from year to year. Vacation leave must be used in the year immediately following when it was earned. Unused vacation days will convert to sick days on July 1st. In some instances, vacation time may be carried over to the next year if extenuating circumstances prevent the employee from using all of his/her vacation leave in a given year. A request in writing may be made to the Assistant Superintendent for Human Resources. The decision to allow vacation leave carry over is at the discretion of the Administration.

14.03 Vacation Dates

Normally vacations must be taken each year between the dates falling one week after school closes for the summer vacation and one week before school reopens in the fall, unless approval is granted for a different time by the supervising administrator; however, an employee with three or more weeks may choose to arrange for part of his/her vacation during school-year breaks. In case of conflict on vacation dates requested, priority shall be granted on a seniority basis. Vacation requests beyond two weeks must receive advance approval by the Superintendent or his/her designee.

14.04 Vacation Pay at Termination

In the event an employee quits or is terminated before his/her earned vacation has been taken, his/her earned vacation pay will be included in the last paycheck.

14.05 Vacation Credit at Transfer

In the event an employee who works less than 260 days per year transfers to a 260-day position, he/she shall be credited with full vacation based on years worked provided that after working six (6) months in the employee's new position, he/she shall be eligible to use one half of his/her earned vacation.

ARTICLE 15

LEAVES

15.01 Sick Leave

Sick leave benefits will be available to all employees who work a full calendar and will consist of one (1) day accumulation per month or major fraction thereof. During the first year of employment, sick leave shall be earned on a month-by-month basis. After completion of the first year, sick leave shall be credited to the employee at the beginning of the year based on the number of days that employee is expected to work. All non-twelve month classified employees (hired on or before November 1) beginning their third full year of service shall be awarded twelve (12) sick days annually. The length of a sick leave day shall be the number of hours an employee regularly works in a day. Unused days shall accumulate to two hundred sixty (260) including the allocated sick leave of the current year.

Sick leave is defined as personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family includes parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and legal wards.

The School Board may, through its Superintendent, require a physician's certificate as a basis for pay during leave after an absence of three (3) days for personal illness, or as may be deemed necessary in other cases.

Sick leave pay shall be based on the employee's regular work day at the employee's straight time rate of pay for each day's absence that is actually necessary (verified) because of sickness.

Upon request, the Board shall furnish each employee with a written statement at the beginning of each year setting forth the employee's total sick leave credit.

15.01.01 Worker's Compensation. Any full-time employee who suffers a job-related illness or injury that results in temporary total disability under applicable Worker's Compensation statutes, may use accumulated sick leave days during the period he/she is absent from work, according to the following provisions:

- For each day the staff member is unable to work, but receives no total temporary disability compensation, he/she may use a full sick leave day;
- For each day the staff member is unable to work, and receives temporary total disability compensation, he/she may use one-third (1/3) of a sick leave day, provided that such fractional sick leave days must be taken in groups of three (3) so that the amount of sick leave available to the staff member is always calculable in full-day increments;
- Staff members may not use a full sick leave day if temporary total disability is paid, because no more than 100% of regular compensation will be paid.

15.02 Bereavement Leave

A maximum of five days absence may be allowed at full pay in case of a death in the family of all full-time personnel. The employee may choose the type of day to be used for bereavement (business, sick or vacation). If sick leave, earned vacation or business leave days are not available, an employee will not be paid for the days.

Family, in these cases, will include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and legal wards. Other interpretations of "family" may be made at the discretion of the Superintendent. All requests for bereavement leave shall be made in writing to the employee's immediate supervisor. The District retains the right to request verification covering any approved request.

An additional two (2) days may be granted covering death in the family of more than 250 miles from home.

15.03 Business Leave Days

The Board recognizes that from time to time certain situations occur which require the employee's attention during the regular school day. In order to accommodate such situations, each employee may have three (3) business leave days per year. The use of these days is intended for situations which arise that are beyond the employee's direct control. Business leave days are not intended for recreation, shopping, and/or travel. Arrangements for business leave must be made with the building principal or designee, at least five (5) days in advance. Unused business leave days shall accumulate as sick leave as of June 30 of each school year.

Restricted Days. Business leave may not be used during the first or last five (5) days of student attendance, immediately prior to or following vacation periods, holidays, or on School Improvement Plan (SIP)/in-service/parent-teacher conference days when students are in attendance.

Family Business Day – One of the three business leave days may be used for family business on a restricted day if the staff member submits written documentation to the assistant superintendent for human resources that the family business cannot be scheduled on a non-restricted day. In addition the family business day cannot be used for recreation, shopping, and/or vacation.

15.04 Religious Leave

Leave with pay, not to exceed two (2) days per school year, will be granted in accordance with Board Policy 500.82. No deduction will be made from sick leave or business leave.

15.05 Jury Duty

Any employee called for jury duty during working hours or who is subpoenaed to testify during working hours in any judicial matter shall be paid his/her full salary for such time and shall suffer no loss of benefits or contractual advantage. Daily rates received for such duties shall be reimbursed to the District only for those working days when the employee was absent and do not include any compensation received for food or travel. The employee is responsible for giving reasonable advance notice of the need to be absent for any such duties. Usually, notice will be given ten (10) days in advance provided the employee has that much notice.

15.06 Disaster Leave

The Superintendent or his/her designee may grant a member of this Association up to five (5) disaster days with pay for catastrophic events which result in the member's absence. Each instance will be dealt with on a case by case basis and the decision to grant such days rests solely with the administration.

15.07 General Leaves

The Board of Education may grant full-time employees with three (3) or more years of experience a leave of absence for specific reasons. Such leave shall be without pay and benefits, unless otherwise specified. Generally, all requests for leaves shall be made on or before February 1 covering the subsequent school year and shall be made to the Assistant Superintendent of Human Resources. The request must be first approved in advance by the Superintendent or his/her designee before such leave is placed on the Board agenda for approval or disapproval.

15.08 Association Leave

Released time to conduct Association business by the president of the Association or his/her designee shall be granted to a maximum of fifty (50) days per year. The Association shall reimburse the Board for the cost of any substitutes who may be required. The president of the Association shall notify the Superintendent or his designee at least five (5) work days in advance of each event.

15.09 Maternity Leave

Maternity leave shall be granted to a full-time employee upon request. An employee who is pregnant and desires a maternity leave shall complete the pregnancy-related disability form and, if applicable, the Family Medical Leave Act (FMLA) request.

Maternity leaves are subdivided into two separate leaves, including:

A. Pregnancy-Related Disability Leaves

An employee may use accumulated sick leave during the period of pregnancy-related disability. The employee must conform with Board policies related to sick leave.

B. Child Care Leave

Immediately following the period of pregnancy-related disability, employees may request a child care leave with the following provisions:

1. The leave period may be for the duration of the employee's work year.
2. Child care leave may be available to an employee who furnishes satisfactory evidence of pending adoption proceedings and who applies in writing to the Superintendent's office, with a fourteen (14) day notification prior to the requested leave date being the guideline if possible.

15.10 General Conditions for Approved Leaves

- A. Employees on approved leaves may participate in available insurance programs but at their own expense. Employees on leave shall retain previously accumulated sick leave and salary. Seniority shall not accumulate during such leave.

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- B. On or before March 1 of the year the leave is in effect, the employee shall give written notice of intent to return. Notice shall be sent to the Superintendent or his/her designee by certified mail, return receipt requested. Failure to advise the Superintendent or his/her designee by said date of the intent to return as required herein shall be conclusively treated as an election not to return to employment and as an absolute resignation from the District, and no action shall lie against the Board therefore.
 - C. The Board may consider an extension of a leave for a period of up to one (1) additional year, upon request of the employee, with the final approval or disapproval remaining a Board prerogative.
 - D. Reinstatement shall be to a similar and available position for which the employee is qualified, as determined by the Superintendent or his/her designee, with no reduction in the hourly rate of pay. The Board is under no obligation to create a position under this provision.

ARTICLE 16

COMPENSATION AND FRINGE BENEFITS

16.01 Salary

- A. All employees shall be paid in accordance with the salary schedules attached as Appendix A, except as specifically provided for in this Section 16.01.
- B. Each employee shall move one step down for each full year worked.
- C. **Employees Off-Schedule.** An employee beyond Step 20 is considered off-schedule and is not on the salary schedule. All off-schedule assistants shall receive an increase of 3.7% for 2009-2010 and all off-schedule secretaries shall receive an increase of 3.36% for 2009-2010.
- D. If an employee changes positions from an assistant to a secretary, the employee will receive no less compensation and will be placed on the secretary salary schedule on a step as close to but not less than the employee's current rate of pay.

If an employee changes positions from a secretary to an assistant, the employee will be placed on the same step from which the employee was transferred.

- E. **Prior Experience Credit.** Newly hired secretaries may be granted up to five (5) years credit for comparable, verified, full-time work experience. One (1) year of prior experience credit may be awarded for every two (2) years of validated prior full-time experience. Credit

may be awarded for up to five (5) years with a maximum placement on step 6. The District shall notify the IPCA President of any new hires receiving prior experience credit.

16.02 Longevity

Employees who have worked in a bargaining unit position in the district full-time and continuously for the following periods will receive the longevity stipend listed below:

8-11 Years	\$200
12 + Years	\$400

This stipend will be paid on June 30 of each year.

16.03 Overtime Pay

All hours worked by bargaining unit employees in excess of forty (40) hours per week shall be paid or designated for compensatory time at one and one-half (1-1/2) times the employee's regular hourly rate, as elected by the School District, in accordance with the Fair Labor Standards Act.

Compensatory time shall be used in accordance with the Fair Labor Standards Act and any School District directive consistent with the law.

Compensatory time earned shall be used within a reasonable period of time as coordinated between the staff member and supervising administrator.

The scheduling of all overtime shall remain a management prerogative. All overtime shall be on a voluntary basis. Overtime pay does not apply to the flexible hours options listed in Thanksgiving Break – Section 10.09

16.04 Lunchroom Supervision

No employee, covered by this Agreement, except teacher assistants and deans assistants, shall be assigned to lunchroom supervision.

Teacher assistants and deans assistants assigned to lunchroom supervision as part of their regular workday shall receive their regular rate of pay.

Teacher assistants and deans assistants who agree to lunchroom supervision during their scheduled lunch period shall receive the classified lunchroom supervision pay rate or current hourly rate whichever is higher.

16.05 Substitute Rates

Employees shall not lose pay when substituting for other employees.

When clerks or assistants are required to substitute for a secretary for a full day, they will be paid at the minimum secretarial hourly rate or their regular hourly rate, whichever is greater.

When teacher assistants, who are certified to teach, are assigned to a substitute teaching position, they shall continue to be paid their designated hourly rate of pay or the certified substitute teacher hourly rate of pay, whichever is greater. These teacher assistants must be fully qualified as a teacher (excluding a provisional and/or substitute certification) in the State

of Illinois. They must also have their certificate registered in DuPage County and on file with the Human Resources Department.

16.06 Extra Pay Assignments

When extra pay assignments are available (such as Saturday School and game workers) the building administration will solicit volunteers and rotate assignments while giving consideration to an interested employee's skill and knowledge needed for the specific assignment. If a employee is not chosen to perform the extra duty assignment, he/she may request a reason from the supervising administrator. The administration reserves the right and has the final responsibility to fill the positions.

16.07 Medical and Dental Insurance

The Board will continue to provide a medical, vision, prescription drug, dental, life and long-term disability insurance plan, which will be in effect for the 2009-2010 school year. Contributions will be paid by the Board for employees who work a minimum of thirty (30) hours per week. Insurance contributions are based on 24 pay periods.

Premium Contributions

For each school year, the total projected cost of the comprehensive medical, vision, prescription drug and dental plan, including anticipated claims, third-party administrative expenses, stop-loss premiums, hospital/physician network administration, life insurance premiums, long-term disability premiums, accidental death and disability premiums, anticipated employee assistance and wellness costs, shall be divided between the Board and the classified bargaining unit, with the Board paying 83% and the classified staff paying 17%.

The specific allocation between the participant categories and the estimate of projected/anticipated claims and other cost items for which actual premiums are not then available, shall be determined by the Administration based upon recommendation from the District Insurance Committee as soon after October 30 as the prior year data is available.

After the District Insurance Committee has met and any plan changes approved by the Association and the Board have been incorporated, employee premium contributions shall be established by the Administration based on projected costs.

- A.** Insurance coverage is optional. Any employee may elect to not participate in the district's health and dental insurance plans upon written notice to the Human Resources Department during the open enrollment period. Those employees declining medical and dental insurance will continue to receive term life insurance coverage (\$50,000), long-term disability insurance coverage and accidental

death and dismemberment insurance coverage at Board expense. If those employees who have chosen not to participate in the medical/dental plan wish to reinstate coverage, they will be allowed to do so only during the annual open enrollment period or as a Late Entrant in the case of a qualifying event.

- B.** New hires who choose to participate in the district's health/dental insurance plans will start on Step 1. An employee must be enrolled in the plan on January 1 to be considered at Step 1 for that year; if enrolled after January 1, the employee will remain at Step 1 in the following year.
- C.** District married couples will receive one family plan coverage at the cost of two single contributions based on the most senior employee's year of service.
- D.** There will be no change in employee coverage – single to family or vice versa – unless there has been a change in status, i.e. marital, employment, birth, adoption.
- E.** If an employee who elected to not be covered decides to reinstate or begin coverage, that employee will be treated as a late entrant and will be placed at step #1 on the contribution scale. Note: There are significant eligibility requirements that must be met to participate in the plan.
- F.** Employees who elect to continue coverage while on an unpaid leave of absence through COBRA do not interrupt membership in the plan.
- G.** In the case of a qualifying event the employee will only be allowed to enroll in the district's self-funded plan. All new employees will only be offered insurance coverage under the self-funded plan.
- H.** The District's Business Office will continue flexible spending accounts for employees choosing insurance coverage who are interested in using such an account for the transmittal of medical/dental monthly premiums. The accounts shall only be available for the premium transmittal as stated above and will be administered by a third party as selected by the Business Office.
- I.** All newly hired employees choosing insurance coverage or all newly qualified employees choosing insurance coverage will be eligible to participate in the insurance program on the first day of the first month following their date of hire. For example, an eligible employee hired on September 7 will have insurance coverage on October 1; an employee hired on September 26 will have coverage on October 1.

J. An Insurance Committee will be established with representation as follows:

Group	Maximum Members
IPEA	5
IPCA	3
Administration	4
Other	1

When cost data is available for the prior year, and the Administration has received projected premiums for purchased coverages, the Insurance Committee will be convened to discuss:

1. Estimates of projected/anticipated claims and other cost items for which actual premiums are not then available;
2. The adjustment of employee contributions as provided in 16.07;
3. Potential adjustments in coverages/benefits, which would reduce costs for the Board and for employees;
4. The allocation of premiums among the four participant categories (Employee, EE+1, EE+2, and EE+3);

The committee is advisory and will operate using the consensus model.

The Association will have full and complete access to all school district policies, contracts, and provisions of those insurance plans affecting the Association. The Administration retains the right to limit access to regularly produced reports/records which may compromise or otherwise violate the confidentiality of the individuals covered under the plans.

The Association will be permitted to be in attendance at meetings regarding the renewal process and premium adjustments each year.

After the Insurance Committee has met, employee contributions will then be adjusted in accordance with 16.07 and any coverage/benefit changes approved in writing by the Association and the District. Any premium changes will be implemented for the first payroll in January.

K. Reserve Insurance Fund

The Reserve Insurance Fund (Reserve) will be used for rate control and/or benefit enhancements in the insurance plan. Any benefit changes will be addressed as part of the collective bargaining process.

Reserve Formula. The Reserve should be 17% of projected annual claims with a built in margin of $\pm 25\%$. This margin will provide a safeguard against the reserve becoming too small or large depending on actual claims experience, shifts in enrollment, and inflationary trends.

Reserve Calculation and Adjustment. The actual dollar balance as of September 30 in the Reserve will be compared to the amount required by the Reserve Formula. The difference will be used to determine if an adjustment (increase or decrease) in the premium contribution funding rates for the new plan year starting January 1 is required, per the following guidelines:

1. If the actual balance of the Reserve is less than 80% of the formula amount, an adjustment (increase) will be applied to the premium contribution funding rates for the upcoming plan year based on the district/employee proportion currently in effect (83/17).
2. If the actual balance of the Reserve is between 80% and 120% of the formula amount, no adjustment shall be made to the premium contribution funding rates.
3. If the actual balance of the Reserve is more than 120% of the formula amount, a release of funds (decrease) may be applied to the premium contribution funding rates for the upcoming plan year based on the district/employee proportion currently in effect (83/17).

16.08 Term Life Insurance

The Board shall provide a term life insurance policy in the amount of \$50,000 for each employee in the bargaining unit. The Board reserves the right to select the insurance carrier.

16.09 Long-Term Disability Insurance

The Board shall continue to provide a long-term disability plan for each employee in the bargaining unit. The specifications of the plan shall be distributed to all employees. The Board reserves the right to select the insurance carrier. This plan shall become effective after 90 days of the onset of the approved disability, or the total use of available sick leave, whichever comes last.

16.10 Selection of Carriers

Selection of carriers for insurance plans required by this Agreement is a Board right. However, the Board shall notify the Association of any contemplated change in carriers.

16.11 Payroll Installments

All employees shall be paid in 24 payments. All payroll payments shall be made by direct deposit.

16.12 Error in Pay Calculation

If the employer errs in the calculation of an employee's salary and such error results in the employee being paid at a lesser rate than is appropriate, the mistakes shall be corrected by payment of a lump sum adjustment-back to the beginning of the current work year. The salary rate will then be adjusted to reflect the proper rate of pay for the remainder of the year. If the employee has been overpaid by the employer, the amount of overpayment shall be retrieved, depending on the amount of the overpayment, in no less than three (3) equal payments nor more than six (6) equal payments.

16.13 Payroll Dates

Employees shall be paid on the 15th and last day of each month. The only exceptions to the schedule are as follows: if the 15th or last day of the month falls on a weekend day, the pay date will be the last business day the CEC is open during that week. If the 15th or last day of the month falls on a holiday, the pay date will be the last business day the CEC is open prior to the holiday.

Examples:

- If the 31st falls on a Sunday, the pay day will be on the 29th, the Friday immediately preceding the pay date; or
- If the 31st is a holiday and falls on a Monday, the pay date will be the 28th, the Friday immediately preceding the pay date.

16.14 Tax Shelters/Payroll Deductions

Fifteen (15) or more employees must request that a company be added to the list of vendors. As part of that request, each employee must submit a copy of the contract executed between the employee and the potential vendor used to create a tax sheltered annuity account. That vendor must then sign an Information Sharing Agreement with the third-party administrator (TPA) charged with administration of the tax sheltered annuity plans. When the Information Sharing Agreement is executed by both the vendor and District 204, that vendor then joins the list of eligible vendors. The Board will make the necessary deductions from each employee's paycheck. Under normal circumstances, the TPA will receive the employee payroll deductions via wire transfer on the same day employee paychecks are issued.

16.15 Hours by Category

A	B	C	D	E	F	G	H
Category	Work Days	Paid Holidays	Hours Worked/Day	Holiday Hours	Total Paid Hours/Year	Unpaid Lunch	Work Year Calendar
1 Attendance Clerk	177.0	8.0	8.0	64.0	1480.0	0.5	5500
2 Clerk/Receptionist CEC, HR, Accounts Payable Receptionist – CEC/HS	249.0	11.0	8.0	88.0	2080.0	0.5	1000
3 HS Copy Room Clerk	172.0	8.0	7.0	56.0	1260.0	0.5	5100
4 Teacher Assistant: Enrollment	172.0	8.0	7.0	56.0	1260.0	0.5	5100
5 LMC Assistant: MS/HS ELM, Elem Tech Assistant	182.0 174.0	8.0 8.0	7.0 7.0	56.0 56.0	1330.0 1274.0	0.5 0.5	5400 5202
6 Teacher Assistant: EC Supported Ed. Hired After 8/02	173.0 159.0	8.0 8.0	7.0 7.0	56.0 56.0	1267.0 1169.0	0.5 0.5	5300 5302
7 Teacher Assist: ELM /MS /HS Sup. Ed.	173.0	8.0	7.0	56.0	1267.0	0.5	5200
8 Teacher Assistant: Career Center, ELL, Reading, Bilingual	172.0	8.0	7.0	56.0	1260.0	0.5	5100
9 Teacher Assist: Pool	173.0	8.0	7.0	56.0	1267.0	0.5	5200
10 Teacher Assist: ISD	173.0	8.0	7.0	56.0	1267.0	0.5	5200
11 Deans Assistant	172.0	8.0	7.5	60.0	1350.0	0.5	5101
12 Teacher Assistant: PSTA CEC/IT	172.0	8.0	7.0	56.0	1260.0	0.5	5100
13 Health/Office Assist.	210.0	8.0	8.0	64.0	1744.0	0.5	5700
14 Secretary: 10-Month MS AP/HS Financial/EC	210.0	8.0	8.0	64.0	1744.0	0.5	5700
15 Secretary: 10-Month HS Guidance, Dean, Dept. Chair	202.0	8.0	8.0	64.0	1680.0	0.5	5600
16 Secretary: 12-Month EC/ELM/MS/HS/IP Principal HS A.P./A.D./Student Services/Guidance/ CEC	249.0	11.0	8.0	88.0	2080.0	0.5	1000

16.16 Increase in Number of Work Days

The Board reserves the right to increase the number of work days as identified in Article 16.14 in order to be consistent with administrative (supervision) assignments provided that proportionate adjustments in salary shall also be made.

16.17 Flexible Schedules

Flexible scheduling shall be available to the Administration covering all positions working less than 260 days. The decision on the specific dates shall normally be announced at the beginning of each semester, but no less than ten (10) work days in advance of the effective date.

16.18 New Bargaining Unit Positions

The Board of Education reserves the right to create new bargaining unit positions at any time. Whenever such positions are created, wages, hours, working conditions and classifications shall be negotiated with the Association. In the event the position becomes operational prior to the conclusion of negotiations, the temporary rate of pay shall be established by the Human Resources Department after consulting with the President of the Association.

16.19 Retirement

- A.** An employee must notify the Human Resources Office of his/her intent to retire in accordance with the time line set forth below.
- B.** Proof of acceptance for retirement benefit by the Illinois Municipal Retirement Fund (IMRF) must be filed with the Human Resources Office prior to the commencement of retirement.
- C.** For any employee who retires on or before June 30, 2016, and has completed eight (8) or more years of continuous full-time service in District 204, the Board will contribute the full cost of a retiree's share of single coverage to the District's health insurance plan for the employee until the employee is eligible for Medicare. For any employee who retires on or after July 1, 2016, and has completed fifteen (15) or more years of continuous full-time service in District 204, the Board will contribute the full cost of a retiree's share of single coverage to the District's health insurance plan. All employees who retire under this section must be enrolled in the district's health insurance plan on or before January 1 of the year in which they retire.
- D.** A retired employee may choose not to participate in any health insurance plan. If so, the retiree will not be eligible to receive any financial incentive in lieu of the insurance plan participation.
- E.** Upon retirement under section B (above) an employee with fifteen (15) or more continuous years of full time service in District 204 shall receive compensation in the amount of 50% of their then current daily rate of pay for all unused sick leave accumulated in excess of the number of days allowed by State law for retirement purposes, which will be in accordance with the Illinois Municipal Retirement Fund

(IMRF), payable on July 15 of the first year of retirement. All of the sick days accepted by IMRF must be days earned as a District 204 employee. Reimbursement for unused sick days earned from another employer which may qualify under IMRF do not qualify.

- F. No more than thirty (30) employees with fifteen (15) or more years of continuous full time employment in District 204 who present the Human Resources Office with a letter of retirement ninety (90) calendar days in advance of his/her date of retirement/last day of employment, shall be paid a retirement bonus. The bonus shall consist of an increase of fifteen (15) percent of the retiree's final salary. In the event there are more eligible employees with the same seniority date than there are available slots, the decision shall be determined by lottery among the eligible. Those employees who do not make the retirement eligibility list and decide to remain for an additional year, shall have the first priority on the retirement eligibility list in the subsequent year. Employees selecting this option shall not be eligible to utilize any new options that could become available.
- G. The District will participate in the IMRF five and five retirement program as per IMRF guidelines.
- H. Employees are entitled to the incentive in place when notice is given even if a new incentive is negotiated by the time of retirement.

ARTICLE 17

COMMITTEES

17.01 Staff Development

This committee will be charged with the responsibility of developing staff development opportunities for employees under the direction of the Assistant Superintendent for Human Resources and/or his/her designee. All staff development offerings and institute day programs for employees will be in agreement with both Administrative and Board goals and objectives.

17.02 Professional Concerns Committee

The Board of Education and the Indian Prairie Classified Association recognize the value of collaborative problem solving and communication. Both parties encourage addressing concerns and issues at the building level whenever possible. To this end, regular communications between IPCA and administration will be established utilizing the following models:

- Building principals will be encouraged to meet at least monthly with the IPCA Senator(s) and Association Representatives.
- Labor-management meetings as necessary will occur with the IPCA president and/or officers and appropriate District administration, typically Human Resources.

-
- The Assistant Superintendent for Human Resources and three to five (3 to 5) additional administrators shall meet with the president of the Association and up to five (5) additional IPCA members at least every other month to discuss mutual concerns other than grievances in a collaborative setting. Additional meetings can be scheduled as mutually agreed upon by the Assistant Superintendent for Human Resources and the president of the Association. Persons with specific knowledge may be included by invitation from either party.

ARTICLE 18

EFFECT AND DURATION OF AGREEMENT

18.01 Period Covered — Terms of Agreement

This Agreement shall be in effect on July 1, 2009 by the parties and remain in full force and effect through June 30, 2010.

18.02 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and the Association. Both parties acknowledge that during the negotiations process, which resulted in this Agreement, each had the unlimited right and opportunity to make proposals upon the other party. All understandings and agreements arrived at after the exercise of this right and opportunity are set forth in this Agreement. The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under the law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement.

18.03 Individual Contracts

Individual contracts or employment agreements shall conform to the terms and conditions of this Agreement.

18.04 Savings Clause

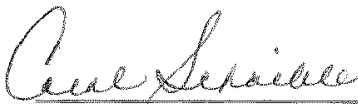
Should any article, section, or clause of this Agreement be declared illegal by a court or competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

18.05 Changes

The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a ratified written amendment.

18.06 Signatures

This Agreement was ratified by the membership of the Indian Prairie Classified Association on May 11, 2009 and by the Board of Education, District 204 on May 18, 2009.



Carol Schaible
IPCA President



Board President



Stephen Daeschner
Superintendent

APPENDIX A:

Hourly Rate Schedule 2009—2010

ON Schedule				OFF Schedule			
ASSISTANTS AND OTHERS		SECRETARIES		ASSISTANTS AND OTHERS		SECRETARIES	
Hourly		Hourly		08-09	09-10	08-09	09-10
<u>Step</u>	<u>Rate</u>	<u>Step</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
1	11.01	1	13.49	15.43	16.00	19.69	20.35
2	11.23	2	13.75	15.57	16.14	19.87	20.54
3	11.44	3	14.02	15.69	16.27	20.04	20.72
4	11.65	4	14.27	15.82	16.40	20.24	20.92
5	11.92	5	14.61	15.95	16.54	20.42	21.11
6	12.19	6	15.02	16.10	16.70	21.19	21.90
7	12.46	7	15.42	16.16	16.76	21.58	22.31
8	12.69	8	15.78	16.18	16.78	23.79	24.59
9	12.94	9	16.14	16.58	17.19	24.01	24.82
10	13.19	10	16.49	16.68	17.29	24.09	24.90
11	13.46	11	16.82	17.24	17.88	24.54	25.37
12	13.68	12	17.18	17.57	18.22	24.69	25.52
13	13.94	13	17.53	18.48	19.16	27.40	28.33
14	14.18	14	17.87	18.52	19.20		
15	14.46	15	18.21	18.65	19.34		
16	14.69	16	18.52	19.60	20.33		
17	14.97	17	18.89	19.87	20.60		
18	15.21	18	19.25	20.33	21.08		
19	15.48	19	19.62	20.86	21.63		
20	15.73	20	19.98	21.10	21.87		
				22.54	23.27		

All ON Schedule employees on a half step for 2008-09 school year shall advance one and one-half (1.5) steps for the 2009-2010 school year.

Example: *an employee on Step 5.5 for 2008-09 shall be moved to Step 7 for 2009-10.*

APPENDIX B:

DISTRICT RULES AND REGULATIONS:

(Provided for reference purposes only.)

IPCA EMPLOYEES

SUBJECT:

Employee Conduct and Discipline/Rules and Regulations for Employees within the Indian Prairie Classified Association.

GENERAL:

The purpose of these rules and regulations is to provide guidelines for the fair and consistent treatment of all employees. This document does not supersede the terms and conditions contained in the appropriate labor agreement. It is the policy of Indian Prairie Community Unit School District 204 to encourage and recognize good performance whenever possible, and to administer corrective discipline only when necessary to improve poor performance, increase overall productivity, and/or to insure safe and efficient operations.

In general, the School District expects all employees to give reasonable and productive effort on the job whenever they are being paid by the School District. Employees are required to adhere to job and District related instructions by their supervisors, observe good safety practices at all times, along with being responsible for maintaining School District property within their assignment areas. Consistent high standards are expected of all employees and reliable attendance patterns shall be part of these standards. When absence is necessary, employees are expected to use benefit days appropriately. Employees are expected to inform management whenever they feel a situation exists that could jeopardize the health and safety of employees and/or students.

The basic approach to the School District's responsibility to maintain its standards is through **CORRECTIVE DISCIPLINE**. **CORRECTIVE DISCIPLINE** will range from timely warnings for minor infractions, disciplinary layoffs without pay and/or discharge for serious offenses or repeated infractions.

PROCEDURES:

In the event an employee demonstrates willful, negligent or below standard performance, including insubordination, he/she will be disciplined as follows:

GROUP I

The time element relative to discharge in **GROUP I** rules and regulations, with the number of slips indicated, is one (1) year, except for unexcused absences as noted below. On the one-year anniversary date of each warning notice, that notice will be removed and not counted against an individual for the purpose of counting toward disciplinary action.

There will be a time element of three (3) consecutive years relative to discharge in Group 1 for offenses related to unexcused absences. Offenses are progressive over a period of three (3) consecutive years.

GROUP II

Since GROUP II offenses are more serious than Group I offenses, all material(s) related to such offense(s) shall remain in an individual's personal files on a permanent basis, but may be removed by mutual consent by the employee and Assistant Superintendent for Human Resources.

GROUP III

Whenever an infraction occurs in one of these rules and regulations, an employee is subject to discharge.

ADMINISTRATION:

The School District reserves the right to weigh each case, taking into consideration the individual merits of each situation and acting accordingly. All warning slips and/or notices of suspensions and/or discharge shall be placed in an employee's permanent personnel file. The affected employee retains the right to be represented during such proceedings if she/he so desires. Representation includes being permitted to review pertinent documents and present relevant facts pertaining to each situation.

Any special considerations that may cause a change in one of the above listed areas of CORRECTIVE DISCIPLINE must be reviewed and approved in writing by the Assistant Superintendent for Human Resources, and placed in the employee's personnel file.

The School District reserves the right to increase, modify, change and/or amend these Rules and Regulations.

GROUP I

First Offense	Verbal Notice
Second Offense	Written Warning Notice
Third Offense	Three Day Suspension Without Pay
Fourth Offense	Discharge

GROUP I Unexcused Absences

First Offense	Verbal Notice
Second Offense	Written Warning Notice
Third and Future Offense	Three Day Suspension Without Pay and Possible Discharge

Group I Rules and Regulations include:

1. Unexcused absences (including excessive tardiness as determined by the Administration, leaving early and not showing up.)

A. ABSENTEEISM

- The nature of our work requires employees to attend regularly and timely as scheduled. If an employee is unable to attend, he/she is required to call the building principal within one-half hour before or as soon after his scheduled work time as possible. The building principal or appropriate supervisor will make a determination if an absence is unexcused.

-
- Records will be retained on a fiscal year (July 1 - June 30) basis. During each twelve month period the first unexcused absence will be considered the first recorded offense for disciplinary action and handled as listed above, with the second and third offense handled in the same manner.
 - Any employee who is absent without calling or reporting his absence for three (3) consecutive days will not be entitled to a verbal warning but will be considered to have voluntarily quit his/her employment, unless unusual circumstances warrant a different decision as determined by the Administration. When such a situation arises, the Assistant Superintendent for Human Resources shall send a certified letter, return receipt, to the affected employee, who shall be obligated to respond in writing within five (5) calendar days. If a response is forthcoming in a timely manner, it will be reviewed for any "unusual circumstances".
 - Planned unexcused absences – Employees who meet the criteria set forth on the District's Absence Request Form will be excused without pay for up to five (5) days within three (3) consecutive years. When a request for absence is denied, and the employee takes the time off, progressive consequences as indicated above will be applied. Also, if an employee is absent as unexcused for more than five (5) days within three (3) consecutive years, the progressive consequences will be applied.

B. TARDINESS

- As with absenteeism, tardiness or leaving the job early can cause the District and fellow employees undue hardship.
- Tardiness can reach the point of rendering an employee no longer suitable for employment. An employee is considered tardy if he/she is not at or available to his/her workstation at the time specified at the beginning of the workday.
- Records will be retained on a fiscal year (July 1- June 30) basis.
- During each twelve-month period each employee's supervisor retains the prerogative to excuse a tardy situation for an acceptable reason not to exceed five (5).
- With reference to unexcused tardiness, the first two (2) will result in verbal warnings, with the third such situation being recorded as a disciplinary offense and handled as listed above. The fourth unexcused tardy will be handled as the third offense as listed above, with the fifth unexcused tardy being the fourth and final offense as listed above.
- So as to assist employees in reversing a trend to unexcused tardies, the written warning will result in a meeting between the employee, the employee's immediate supervisor and/or the building principal. The purpose of the meeting will be to review the seriousness of the trend so as to eliminate future tardiness.

C. Overstaying leaves of absence or vacations.

D. Creating or contributing to unsafe or unsanitary conditions.

-
- E. Carelessness or neglect in observing School District safety rules or disregarding safety practices.
 - F. Malicious or other undesirable conduct on School District property.
 - G. Stopping work before designated time or break period, if applicable by the appropriate negotiated agreement lunch period or quitting time.
 - H. Failure to start work promptly at start of workday, end of lunch period, or breaks.
 - I. Failure to complete assignments in an acceptable and timely manner.
 - J. Posting signs or notices on School District property without management permission.
 - Refer to the rights of the Association regarding posting procedures.
 - K. Failure to keep the School District informed as to current address and telephone number.
 - L. Failure to report accident and/or injury in which the employee was involved.
 - M. Parking on a regular basis in an unauthorized area.
 - N. Failure to follow established security procedures including setting electronic surveillance equipment and securing all appropriate doors and windows as designated by the appropriate supervisor.
 - O. Smoking in an unauthorized area.
 - P. Performing personal work on School District time, or without authorization from the management.

GROUP II

First Offense..... Three Days Suspension Without Pay

Second Offense..... Discharge

Group II Rules and Regulations include:

1. Removing or defacing School District documents, files, estimates, signs, notices or property.
2. Threatening, intimidating or coercing fellow employees, including management personnel.
3. Abuse of School District property, equipment or tools.
4. Unauthorized use or removal of School District property and equipment.
5. Insubordination: Refusal to perform assigned work or refusal to carry out any reasonable orders of supervisors.

- a. Refusal to obey direction
An employee is expected to follow instructions whether or not he/she agrees. Any directions considered to be unfair may be challenged through proper procedure of grievance-after-the-fact. The only exception would be where life, health or safety might be endangered.
- b. Abusive Language
Language used to abuse, embarrass, ridicule or degrade a supervisor, fellow employee, student, parent or anyone else is considered an insubordinate act. Normally, the person will be warned once and discharged for any future offense. Coupled with refusal to follow instructions, the act will result in immediate discharge.
- c. Disrespectful Attitude
Defiance and disrespectful attitude in an attempt to undermine general morale and discipline can result in severe disciplinary action as mentioned above.

6. Deliberately restricting work output.

GROUP III

First Offense.....Discharge

Group III rules and Regulations include:

1. Deliberate non-performance of assigned duties related to job description.
2. Deliberate damage or wasting or theft of property, equipment, or materials of the School District or of another employee or any other dishonest act.
3. Willful and/or flagrant abuse of, patrons, of the School District.
4. Falsification of records (application, timecards, job cards, etc.). This includes misrepresentation of facts to obtain employment.
5. Giving false testimony when School District accidents are being investigated.
6. Gambling on School District property.
7. Initiating fighting on School District property, including hitting a supervisor, fellow employee, parent, student, or anyone else.
8. Possession of alcohol, drugs, firearms, explosives, or any illegal controlled substance on School District property.
9. Revealing any School District privileged information (i.e., student or personnel files, confidential correspondence, etc.) to any unauthorized individual.
10. Misconduct outside of the School District, which affects the employee's ability to work effectively, upon reviewing the circumstances of each situation.

-
11. Leaving the assigned building/work areas knowingly without permission.
 12. Reporting for work or working while under the influence of alcohol, drugs or narcotics, or illegal controlled substances.

APPEAL PROCEDURE:

In the event the employee wants to appeal a written disciplinary decision, the written appeal should be filed within ten (10) workdays of receiving the decision to the next appropriate level of administration. The administrative appeal process shall include the Personnel Committee of the Board of Education.

All written appeals shall be filed with the Assistant Superintendent for Human Resources. The affected employee shall have the right to have Association representation available in any such meeting if so desired.

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