

Agreement
Between the
Capital Area Career
Center
And the
Career Education
Association
IEA-NEA

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**Agreement
Between the
CAPITAL AREA CAREER CENTER
And the
CAREER EDUCATION ASSOCIATION-IEA-NEA**

1. RECOGNITION

The Capital Area Career Center hereby recognizes the Career Education Association IEA-NEA as the sole and exclusive bargaining agent for all full-time and regularly scheduled part-time ESP, non-certified and certified employees including counselors, nurses, dental assistants, social workers, psychologists. Excluded from the bargaining unit are the Director, Principal, and any administrative or supervisory personnel having the authority to hire, transfer, assign, promote, discharge or discipline employees or having the responsibility of authoritatively recommending such action, temporary employees who work less than a full school year, substitutes, confidential managerial and short-term employees as defined by the Act.

The term employee refers to both teachers and support staff. The term support staff or Education Support Personnel (ESP) refers to ESP personnel. The term teacher refers to employees who possess a teaching or vocational certificate and who teach.

For the purpose of this Agreement, regularly scheduled shall mean an employee who works five (5) days per week and at least thirty-six (36) weeks per school year.

2. GOOD FAITH BARGAINING

Both parties agree to negotiate in good faith. "Good faith" shall mean that the parties shall confer at reasonable times and at reasonable places with the purpose of making proposals and counterproposals to reach a collectively bargained agreement.

3. GRIEVANCE PROCEDURE

3a Scope

A grievance shall be defined as a claim by a member of the bargaining unit of a violation of any provision of this Agreement.

3b Procedures

Stage One

The employee shall attempt to resolve any potential grievance in an informal discussion with his or her immediate supervisor within ten (10) calendar days from the time the employee became aware of the occurrence of the first event giving rise to the alleged violation of this agreement. The immediate

supervisor shall respond orally within ten (10) calendar days of the informal discussion.

Stage Two

If the grievance cannot be resolved at Stage One, the employee shall file a written statement of the grievance with the immediate supervisor. Such written statement of grievance shall be filed within ten (10) calendar days from the receipt of the oral response of the immediate supervisor and shall contain a statement of the factual basis of the grievance and the section, or sections, of the Agreement which are alleged to have been violated. The immediate supervisor shall respond in writing within ten (10) calendar days of receipt of the written grievance.

Stage Three

If the grievance is not resolved at Stage Two, the employee may appeal the decision of the immediate supervisor in writing to the Director of the Center within ten (10) calendar days of receipt of the written decision of the immediate supervisor. The Director of the Center shall respond in writing within ten (10) calendar days of the receipt of the written appeal.

Stage Four

If the grievance is not satisfactorily resolved at Stage Three, the Association, in its discretion shall submit to the Director of the Center within twenty (20) days of receipt of the answer in Stage Three a written request on behalf of the grievance to enter into binding arbitration.

Arbitration proceedings shall be conducted by an arbitrator to be selected from a roster of arbitrators provided by the American Arbitration Association. Expenses for the arbitrator's services will be borne equally by the Center and the Association.

The arbitrator's decision shall be binding on all parties. The arbitrator shall not amend or modify any of the provisions of the Agreement. The arbitrator's authority shall be limited to deciding only the issue, or issues, presented to him in writing by the Center and the Association and shall be based solely on the wording of this Agreement. The arbitrator shall be limited to directing the parties to comply with the terms of the Agreement.

The Center acknowledges the right of the employee to request the Association's Grievance representative to be present at any level of the grievance.

In the event the parties mutually agree, the proceedings may be conducted under expedited arbitration's rules.

4. NO STRIKE

During the term of this agreement and any extension thereof, no employee covered by the Agreement, nor the Association, nor any person acting on behalf of the Association shall ever at any time engage in, or authorize, any recognition of any picket line at the Center's premises, any strike, slowdown or other refusal to render full and complete services to the Center.

In the event of any violation or violations of any provision of the Article by the Association, its members, or representatives, or by any employee, the Association shall, upon notice from the Center, immediately direct such employees both orally and in writing to resume normal operations immediately and take every other reasonable effect to end any violations.

5. DUES

Upon request an employee may have deducted from his or her paycheck dues for membership in the CEA-IEA-NEA.

6. FAIR SHARE

Each bargaining unit member, as a condition of his/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, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the association, including, local, state and national dues.

In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Education Labor Relations Board.

8. PERSONNEL FILE

An employee may examine the contents of his or her personnel file except pre-employment personnel recommendations upon first giving two (2) work day's written notice. An employee shall be provided copies of the contents of such file upon request. A charge of ten cents shall be made for each page copied. Any employee may place written comments in their own personnel file.

9. LIFE INSURANCE

Each full-time and half-time employee shall receive a Center-paid Life Insurance policy in the amount of \$25,000.00.

10. HEALTH INSURANCE

An ongoing Insurance Monitoring committee consisting of five (5) members shall be established to monitor the operation of the medical plan and to offer-suggested changes to benefit components and/or operating procedures. The committee shall be composed of 3 bargaining unit members chosen by the Association and two members chosen by the Center's Director. The committee shall be responsible for suggesting-adjustments in existing components of the health plan. The committee shall meet as necessary, but no less than twice each year. Such meetings may be scheduled during the workday and Association members shall be released to attend.

Beginning November 1, 2011 the Center shall pay 75% of the premium for the Platinum and 80% of the premium for the Gold, Silver, and Bronze Plans. For part-time employees hired after June 30, 2008, the Center contribution toward the insurance premium shall be prorated equivalent to the employee's' part-time status. This does not include part-time as needed or substitute teachers.

If a National Health Insurance plan is required by the federal government, or the State of Illinois mandates or allows a plan of health insurance for schools, the center agrees to bargain the implementation of such a plan.

11. REIMBURSEMENT FOR LOSS

All employees shall be reimbursed for vandalism to automobiles parked on Center property and for damage to personal property due to student assault up to \$500.00 per incident. Proof of such loss shall be presented to the Executive Council of the Center who shall grant or deny the request.

12. SICK LEAVE BANK

The Center and Association agree that a sick leave bank shall be established for the employees of the Center represented by the Association.

As of July 1, 2009 the sick bank had 338 days. These days shall remain available for use until exhausted.

Any employee covered by this agreement and currently employed by the Center shall be entitled to draw from the bank provided that:

1. The employee has used all his/her personal accumulated sick days; except for teachers who have been granted the Center's retirement option and have submitted their letters of resignation;
2. The committee (governing body) approves the request.

A committee will be established to act as the governing body for the administration of the sick leave bank. Said committee shall consist of two teachers and two ESP employees named by the Association, and two administrators named by the Director. Reports on the status of the sick leave bank, including the number of days remaining, will be provided to the Association by the sick leave bank committee by June 30th of the year. In no event shall the sick leave bank provide more than thirty (30) days to any one person in any one year. No person shall be eligible for sick leave bank benefits, while on disability leave or who is eligible to receive benefits for disability from the Center or from any other source.

13. FAMILY AND MEDICAL LEAVE

Upon written request, the employer shall grant up to twelve (12) work weeks of unpaid leave during any twelve (12) month period beginning with the first day of use to employees who have worked for the Center for at least twelve (12) months and who have worked at least 1250 hours in the preceding twelve (12) month period. All such leaves shall be governed by the Family Medical Leave Act of 1993. Family Medical Leave shall run concurrent with all other paid or unpaid leave available to the employee, without loss of tenure or seniority. Employees may request to use the twelve weeks of unpaid FMLA leave prior to the use of paid sick leave.

14. BEREAVEMENT LEAVE

Full-time employees may use up to three (3) days per incident as bereavement days upon the death of any member of an employee's immediate family or household. Such leave shall not accumulate from year to year. For purposes of this Agreement, "immediate family" shall include the employee's spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

In the event an employee requests additional bereavement days, the employee may use up to four (4) additional days which shall be deducted from the employee's sick days, or vacation days for ESP employees.

15. MILITARY LEAVE

An employee who has been called into the military service from a position in the Center shall upon the completion of service, be reinstated as a regular employee in the same position which was formerly held if he or she applies for reinstatement within sixty (60) calendar days after release from active duty, or honorable discharge. The employee shall receive the benefit of such experience increments and salary adjustments (if applicable) as were made during military service. Upon return from such leave, an

employee shall be placed at the same position on the salary schedule (if applicable) he or she would have been, had he or she been an employee at the Center during such period.

An employee ordered to Reserve or National Guard Active Duty for training shall be granted up to thirty (30) days in a school year with pay for such purpose provided that the teacher shall reimburse the Center for any base pay received from the Reserve or National Guard for such training.

An employee ordered to Active Military Duty, shall be granted Military Leave. The Center shall allow the employee to choose to keep their Center salary and remit their Base Military Pay, less other allowances and pays, to the Center; or, to forgo their Center salary and keep their Military Base pay. The Center will continue to provide health insurance as provided at the time orders are received for Active Duty.

16. LEAVES OF ABSENCE

Each employee may request a leave of absence from duties without pay upon first making written request for such leave to the Director. The Executive Council shall consider such request and grant or deny the request in its sole discretion and in accordance with its determination of the best interests of the Center.

17. ASSOCIATION LEAVE

The Association shall be given eight (8) days per school year for the Association presidents, or their designees, to use for Association business. The Association shall give at least three work days notice of intent to use such days. No more than two (2) employees may use Association Leave on the same day. The Association shall pay the cost of any substitute which the Center hires to replace a teacher during the days of absence.

The Center shall allow one Association paid partner-teacher approved by the director for a member elected to a release time Illinois Education Association or National Education Association office. Any such leave will be inclusive of the above 8 days. All expenses incurred by such partner-teacher arrangement shall be paid by the Association.

18. DISASTER LEAVE

Staff members suffering damage to their personal property, due to natural or man-made disasters, shall be granted personal leave day(s) if available with less than the 24 hour notice requirement.

19. PROFESSIONAL MEETINGS

Any employee may apply for approval to attend a professional conference or workshop. Application for such approval shall be submitted to the Director/CASPN Coordinator at least fifteen (15) days prior to the workshop or conference. The Director/CASPN Coordinator in his/her sole discretion shall grant or deny such request.

20. JURY SERVICE

An employee shall not incur a loss in salary because of jury duty, except that the Center may make a deduction equal to the amount received for such jury duty from the employee's salary. Expenses paid for such service may be retained by the employee.

21. CALENDAR/CACC and CASPN

The Center will seek advisory input from the Association concerning the calendar for the forthcoming school year prior to the final adoption by the Executive Council in May. No more than three (3) members of the Administration/Executive Committee and no more than three (3) members of the Association will meet no later than May of each year to discuss the following year school calendar. Any end of the year schedule changes to the current calendar shall be communicated in writing to the Union immediately following approval by the Executive Council. It is noted that such input is advisory. The final decision regarding the school calendar rests with the Executive Council. The Association shall be consulted by the administration in developing in-service agendas.

22. RIGHT OF REPRESENTATION

When an employee is required to appear before the administration or the Executive Council concerning a disciplinary conference in which an oral or written reprimand may be issued or a conference in which suspension without pay or dismissal may occur, the employee shall be entitled to have an Association representative present, if one is requested. Prior to such a conference, the administration or Executive Council will inform the employee that the conference is being held to consider possible disciplinary action. It shall be the responsibility of the employee to obtain a representative of his/her choice. If the requested Association representative is a Center employee, they shall be granted leave with pay from their duties to attend any such meetings.

23. JUST CAUSE SUSPENSION WITHOUT PAY AND TERMINATION

Upon completion of the probationary period, an employee shall be placed on permanent status and may be terminated for cause upon action of the Executive council. No employee will be suspended without pay or discharge without just cause. Verbal warnings, written warnings and suspension with pay are not subject to the just cause standard.

24. TRAVEL REIMBURSEMENT

Employees required by the administration to use their personal vehicle for Center business shall be reimbursed at the current mileage rate allowed by the Internal Revenue Service.

Travel reimbursement is not applicable for driving from home to the first place of work or from the last place of work to home.

An accurate daily record of mileage claimed must be kept and a report for payment submitted to the Director each quarter, no later than the fifteenth (15th) day of the month following the end of each calendar quarter. Mileage for travel, (other than specified above) shall be approved by the Director prior to such travel. Approval will be based on the amount of available funds and individual circumstances.

25. USE OF SCHOOL BUSINESS EQUIPMENT

With the approval of the Center's Director or his/her designee, local Association shall be allowed use of school business equipment (i.e. computers, copying machine) except for central office equipment, provided that the use of said equipment does not interfere with the instructional program. The Association shall reimburse the CACC for all supplies and materials used in the business of the

Association. No business equipment shall leave the Center premises unless prior written approval of the Director is given.

26. USE OF BUILDING

The local Association shall have the right, upon approval of the Center's Director or his/her designee, to use the Center's building for meetings at a time outside the regular work day, provided the meetings do not interfere with the instructional programs.

Use of all meeting areas shall be approved by the Center's Director or his/her designee. When special custodial services are required, the center may make a reasonable charge for the service.

26c CEA REPRESENTATIVE AT CACC EXECUTIVE COUNCIL MEETINGS

The Center shall enable a representative of the CEA to attend CACC Executive Council meetings in March and April, providing a substitute for the representative, if needed, when meetings are held during the work day. The CEA representative shall attend these meetings without loss of pay and without use of Association Leave.

27. EDUCATIONAL SUPPORT PERSONNEL FOR CAPITAL AREA CAREER CENTER (ESP)

SICK LEAVE & PERSONAL LEAVE

- **ESP Sick Leave-Definition of Immediate Family**-For purpose of this Agreement, "immediate family" shall include parents, spouse, brother, sister, children, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, and legal guardian.

Each full-time ESP employee shall receive fifteen (15) sick days per year of which two (2) days can be used for personal leave. Each full-time ESP with 25 years of service to CACC and with 125 accumulated sick days shall be granted nineteen (19) sick days per year, of which two (2) days can be used for personal leave. Sick leave shall be accumulated to a maximum of 240 days. Sick leave is to be used for personal illness, quarantine at home, or serious illness or death in the immediate family or household.

All ESP staff shall be notified in July of the total of their accumulated sick leave.

Personal days may be used for any purpose by a member of the support staff. The ESP staff shall give at least twenty-four (24) hours notice of intent to use such day. No more than two (2) members of the ESP staff may use personal leave on the same day. Personal leave days may be used in ½ day increments. Personal days may not be accumulated. Unused personal days will be added to the accumulated sick leave days at the end of the fiscal year.

If the maximum number of accumulated sick leave days (240) is reached by the employee on the first day of the school year, the Center will reimburse the employee \$40.00 per day for any unused personal

leave day(s) not used in that year. The ESP staff member shall be reimbursed for unused personal leave prior to the July 30th paycheck.

Less than 12 month employees hired after June 30, 2008 will be eligible for sick days on a prorated basis equivalent to their number of days worked. Nine month employees will receive twelve (12) sick days per year of which two (2) can be used for personal days. Unused personal days will be added to the accumulated sick leave days at the end of the fiscal year.

27b RETIREMENT BONUS – IMRF EMPLOYEES

Full-time ESP employees who have at least (20) years of employment at the Capital Area Career Center shall be eligible for a one-time bonus of 10% upon retirement from the Center. The retirement bonus shall be included as part of the employee's regular salary for the last year of employment.

In order for the employee to qualify for the retirement bonus, the following conditions must be met.

1. The employee must be at least fifty-five (55) years of age and qualify for retirement under the Illinois Municipal Retirement Fund (IMRF).
2. The employee must provide verification of the number of years of employment to the Illinois Municipal Retirement Fund.
3. The employee must submit an application to the Director for the retirement bonus prior to April 15th of the prior year.

Should the State of Illinois establish restriction to retirement bonuses, the Center agrees to negotiate the impact of such restrictions with the Association.

In no case shall an employee receive more than one bonus.

27c ESP STAFF WORK DAY

- **Office Secretarial-Reception and Financial Aide Staff**

The standard working day shall be seven and one half hours (7 ½) hours plus one-half hour duty free unpaid lunch. Two fifteen (15) minute breaks will be scheduled during each shift, in coordination with an employee's supervisor, i.e.: one during the morning and one during the afternoon. Starting time for day shift ESP's will range between 7:00-9:00 a.m. and ending times will range from 3:00-5:00 p.m. Supervisory Personnel will assign actual working hours, subject to the approval of the Center Director. Except in emergencies, ESP's will be given a thirty (30) day written notice about a change in work schedules.

If school is open, but an employee does not report for work due to inclement weather, the employee must use a personal leave or vacation day. In the event that all personal leave and vacation days have already been used, one day's pay will be deducted for each day the employee does not report for work.

- **Building and Grounds – Custodial and Maintenance Staff**

The standard working day shall be eight (8) hours plus one-half hour duty free unpaid lunch. Normal working hours: day shift – 7:00 a.m. to 3:30 p.m.; afternoon shift – 3:30 p.m. to 12:00 a.m.

Two fifteen (15) minute breaks will be scheduled in coordination with an employee’s supervisor, one during the morning and one during the afternoon.

If school is open, but an employee does not report for work due to inclement weather, the employee must use a personal leave or vacation day. In the event that all personal leave and vacation days have already been used, one day’s pay will be deducted for each day the employee does not report for work.

27d ESP STAFF DISCIPLINE

1. PROBATIONARY STATUS

A new hired employee shall be considered to be a probationary employee for the first 90 work days of his/her employment, and within that period may be discharged at any time without notice, compensation or assigning any reason whatsoever. (Employees changing job categories shall begin a new probationary period.)

2. DISCIPLINARY PROCEDURES

For remediable offenses or remediable violations of work rules, disciplinary action will be progressive and except for gross misconduct, in accordance to the following schedule. The sequence and necessity for the following steps will be determined by the Executive Council/Director depending upon the circumstances of each case:

- 1) Verbal Warning
- 2) Written Warning
- 3) One to Thirty (30) days Suspension without Pay
- 4) Discharge

The above steps in the progressive disciplinary procedure may not be strictly followed depending on the severity of the employee’s conduct.

An Educational Support Personnel employee may be suspended with pay pending investigation of any matter.

27e UNIFORMS (ONLY CUSTODIANS)

Three sets of uniforms (shirt and pants) will be provided custodial employees per fiscal year. All custodian/maintenance staff must wear the provided uniforms when students are present.

27f VACATIONS – ESP STAFF

Vacation days for all full time regularly employed twelve month ESP employees shall be provided according to the following schedule.

After one (1) full year of consecutive service – 5 days

After two (2) full years of consecutive service – 10 days

After five (5) full years of consecutive service – 15 days

After fifteen (15) full years of consecutive service – 20 days

After twenty (20) full years of consecutive service – 25 days

Vacation days for ESP employees will be requested through the employee's immediate supervisor subject to final approval by the Director.

Clerical/Office staff shall have 3 paid Center holidays during the summer. These days must be approved one week in advance by the Director. This shall not apply to employees hired on or after September 19, 2007.

Custodial/Maintenance staff have 3 paid center holidays, one every four months, to be used during the fiscal year. These days must be approved one week in advance by the Director. This shall not apply to employees hired on or after September 19, 2007.

Emergency use of accrued vacation days before the end of the fiscal year will be subject to approval by the Director.

Accumulated vacation days must be used within the next fiscal year and may not be carried over to the following fiscal year.

If an observed holiday occurs during the vacation leave, an additional day of vacation leave shall be granted.

Upon termination of employment, any current and unused vacation days will be reimbursed at the individual's rate of pay.

Vacation days for ESP employees who have not completed a full year of service will be based upon the following schedule, (these days will be eligible for use beginning July 1st of the following fiscal year):

<u>Starting Date</u>	<u>Eligible # of Vacation Days</u>
July 1-September 4	5
September 5-November 13	4
November 14-January 25	3
January 26-April 19	2
April 20-June 30	1

Vacation time for full time ESP employees will be requested through the employee's immediate supervisor subject to final approval by the Director.

27g WORK DURING CHRISTMAS WINTER VACATION

Custodial staff hired before September 19, 2007 will be required to work three (3) days during the Christmas/Winter vacation. Days will be assigned based on seniority within each job classification-most senior offered the first opportunity to choose the three (3) days worked.

If the custodial/maintenance staff hired before September 19, 2007, is required to work beyond three (3) days during the Christmas/Winter vacation, the employer will first seek volunteers, based on seniority within each job classification-most senior offered the first opportunity, before assigning employees to work additional days during the Christmas/Winter vacation. If there are not sufficient volunteers by the custodial/maintenance staff that was hired before September 19, 2007 to work during the Christmas break, work will be assigned in the reverse order of seniority. Custodians or maintenance employees hired before September 19, 2007, that work in addition to the three (3) days during the Christmas break, will earn a ½ day of personal leave for each day worked.

Those employees hired on or after September 19, 2007 shall not be entitled to paid local holidays.

27h SALARIES-ESP Staff

ESP Salaries for the 2011-2012 School Year shall be increased 2.5% (.025). ESP Salaries for the 2012-2013 School Year shall be increased 2.5% (.025).

ESP staff shall receive the following incentives added to the regular salary based on years of service as follows:

10 years of service	\$400.00
15 years of service	\$600.00
20 years of service	\$1,000.00
25 years of service	\$1,500.00

The normal contract year for twelve (12) month ESP Staff positions will be 260 days. ESP's may elect to be paid in 24 equal payments.

CACC CERTIFIED STAFF (TEACHERS)

28a PART-TIME TEACHERS

Part-time teachers employed for a full school year shall be granted fourteen (14) sick leave periods equivalent in time to their regular teaching assignment of which two (2) periods per year equivalent in time to their regular teaching assignment may be used for personal leave.

Part-time teachers employed for a full school year shall receive \$25,000.00 of life insurance paid by the Center.

For part-time employees hired after June 30, 2008, the Center contribution toward the health insurance premium shall be prorated equivalent to the employee's part-time status.

Nothing in this section shall be construed to apply to temporary or substitute teachers or other such employees.

28b SICK LEAVE & PERSONAL LEAVE

- **TRS Employees Sick Leave-Definition of Immediate Family**-For the purpose of this Agreement, “immediate family” shall include parents, spouse, brother, sister, children, grandparent, grandchildren, parents-in-law, brother-in-law, sister-in-law, and legal guardian.

Each full-time teacher whose contract runs not less than nine (9) full calendar months, shall receive fourteen (14) sick days per year of which two (2) days can be used for personal leave. Each full-time teacher with 25 years of service to CACC and with 125 accumulated sick days shall be granted nineteen (19) sick days per year, of which two (2) days can be used for personal leave. Sick leave shall be accumulated to 340. All teachers shall be notified in July of the total of their accumulated sick leave.

Personal days may be used for any purpose by the teacher. No such day shall be used before or after a school holiday or to extend a vacation period. Personal days may not be accumulated. Unused personal days will be added to the accumulated sick leave days at the end of the teaching term.

Teachers shall give at least twenty-four (24) hours notice of intent to use such days. Personal days may be used by no more than three teachers on the same day. Personal leave may be used in ½ day increments.

If the maximum number of accumulated sick leave days is reached by the employee on the first day of the school year, the Center will reimburse the employee \$40.00 per day for any unused personal leave day(s) not used in that year. The teacher shall be reimbursed for unused personal leave prior to June 30th paycheck.

28d CURRICULUM

Center instructors shall put into operation the courses of study approved by the Center with input from Business and Industry Advisory Committees.

28e MENTORING PROGRAM

The Center, in cooperation with the Association, shall establish a Mentoring Program for all non-tenured instructors. The program may include release time for assigned senior instructors to observe non-tenured instructors during class. Volunteer senior instructors shall be provided stipends for training and peer advising duties.

28f DEGREE SALARY SCHEDULE INCREASE

For teachers placed on the degreed salary schedule, advancement shall be given for successful completion of graduate courses in an approved Masters, Advanced Degree or Advanced Certificate program in education. Credit shall also be allowed for graduate courses taken in the teacher’s subject field whether or not such courses are taken as part of an approved Masters, Advanced Degree or Advanced Certificate program. In addition, credit shall be allowed for courses in education as may be approved by the Director which enhances the teacher’s professional effectiveness. Certified staff may move one column on the salary schedule in a given year having completed required educational credit.

28g DEGREE AND NON-DEGREE SALARY SCHEDULE INCREASE

Courses in areas within a teacher's subject area, or related thereto, where there is no approved University programs available, may be submitted to the Director for approval for advancement on the salary schedule. The Director shall in his/her sole educational judgment determine whether or not such courses are suitable and of sufficient educational merit, applicability, and value to the Center for approval for advancement on the teacher's salary schedule. Such judgment shall not be subject to the grievance procedures of this Agreement and the grant or denial of such request shall not constitute a precedent. Certified staff may move one column on the salary schedule in a given year having completed required educational credit.

28h EXTENDED MASTERS DEGREES

For persons engaged in a Masters Degree program requiring more than 32 hours, horizontal progress shall be allowed by column until 46 hours toward such degree are obtained. Further progress horizontally on the schedule shall be dependent upon award of degree.

28i NON-DEGREE SALARY SCHEDULE INCREASE

Undergraduate courses in an approved teacher training program at a college or university approved by the Center leading toward completion of a Bachelor's Degree in a teacher's teaching subject area, or related thereto, may be submitted to the Director for approval for advancement on the salary schedule. The Director shall in his/her sole education judgment determine whether or not such courses are suitable and of sufficient education merit, applicability, and value to the Center for approval for advancement on the teacher's salary schedule. Such judgment shall not be subject to the grievance procedures of this Agreement and the grant or denial of such request shall not constitute a precedent. Certified staff may move one column on the salary schedule in a given year having completed required educational credit.

28j TEACHER RETIREMENT SYSTEM CONTRIBUTIONS

Teacher contributions of 9.4% to the Illinois Teachers' Retirement System shall be paid by the Board.

28k SALARIES

Degreed and Non-Degreed Salary Schedules for the contract year 2011-2013 are attached.

Certified staff will be allowed step increases during the 2011-2012 school year and during the 2012-2013 school year. Those on Longevity will have their pay increased by 2.25% during the 2011-2012 school year and during the 2012-2013 school year.

Longevity on the Certified Salary Schedules shall be 5% of the base salary of each schedule. The Certified CACC High School staff shall have a 180 day contract. Additional days are paid on a daily prorated basis.

28I RETIREMENT BONUS-TRS ELIGIBLE EMPLOYEES

Retirement Incentive Award Payment

An employee tendering an irrevocable letter of resignation in conformance with the following conditions shall be eligible for a retirement incentive in up to each of his or her final **four** years of teaching service subject to the following conditions:

1. The teacher shall have a minimum of twenty (20) years of continuous full-time service at the Capital Area Career Center by the intended date of retirement.
2. The teacher shall be at least sixty (60) years of age; or will be at least fifty-five (55) years of age and will have at least thirty-five (35) years of creditable service or will not retire under the statutory Early Retirement Option causing the CACC to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System.
3. The teacher shall have tendered to the Board a binding, irrevocable resignation and application for the award. The teacher's notice may be given up to four(4) years prior to retirement or by September 1st of the year up to and including the school year of retirement. The pre-retirement period may be from one (1) to four (4) years in length depending upon the date the letter of resignation and award application is received by the Board and the specified date of retirement.

In exchange for the teacher's binding, irrevocable resignation, CACC agrees to remove the teacher from the salary schedule and for each year of eligibility the teacher's creditable earnings will be increased by six percent (6%) over the teacher's reportable creditable earnings for the prior year of employment. For purposes of this calculation the previous year's creditable earnings shall include the District's TRS contribution made on behalf of the teacher, and the calculation each year may be rounded down to the nearest \$5.00 to avoid possible TRS penalties. In the first year of this Agreement CACC may, in its sole discretion, limit the number of teachers who retire under this plan to eight teachers. In the event of any limitation in the program, the teacher with the greatest CACC seniority shall have the participation option. The CACC and the teacher agree to execute a Retirement Award Agreement that governs the payment of the retirement award.

Examples:

A teacher applies for the award one year before retirement. The teacher's creditable earnings for the 2007-2008 year were \$40,000. The teacher's final year creditable earnings will be \$42,400 ($\$40,000 \times 1.06 = \$42,400$).

A teacher applies for the award three years before retirement. The teacher's creditable earnings for the 2007-2008 school year were \$40,000. The teacher's first year creditable earnings will be \$42,400 ($\$40,000 \times 1.06 = \$42,400$). The teacher's second year creditable earnings will be \$44,944 ($\$42,400 \times 1.06 = \$44,944$). The teacher's final year creditable earnings will be \$47,640 ($\$44,944 \times 1.06 = \$47,640$).

If a teacher has an extra duty obligation at the commencement of the retirement incentive program and ceases to perform those services during the retirement incentive program period, the calculation of the teacher's six percent (6%) increase shall be reduced by the amount of the extra duty compensation.

Example:

A teacher applies for the award three years before retirement. The teacher's creditable earnings for the 2007-2008 school year were \$40,000. The teacher's first year creditable earnings will be \$42,400 ($\$40,000 \times 1.06 = \$42,400$). The teacher's second year creditable earnings will be \$44,944 ($\$42,400 \times 1.06 = \$44,944$). The teacher ceases to perform an extra duty assignment in his or her final year of employment for which he or she would have been paid \$2,000. The teacher final year creditable earnings will be \$45,520 ($\$44,944 - \$2,000 \times 1.06 = \$45,520$).

Once an irrevocable letter of retirement is submitted, the employee will not be assigned any additional extra duties or TRS reportable duties not currently being performed without the consent of the employee.

If a teacher fails to complete the pre-retirement period, leaves the CACC prior to the designated retirement date or otherwise retires under the statutory Early Retirement Option causing the CACC to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System, the CACC shall be entitled to damages for breach of contract against the Teacher in an amount equal to the retirement award payment received by Teacher, including tax and retirement withholdings. Upon complete reimbursement, the teacher shall be entitled to any general wage increase, which would have been applicable during the pre-retirement period.

In the event the retirement award provided for in this article would cause the District to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement system, or would conflict with any state statute or final rule or regulation promulgated by the Teachers' Retirement system, the provisions of this section shall become void and the parties agree to reopen this agreement and attempt to midterm bargain changes necessary to correct any defect created by this incentive.

Teachers should not rely upon the continuation of this retirement incentive award payment program in subsequent collective bargaining agreements. Unless the parties agree to continue this Section in a subsequent collective bargaining agreement, the forgoing benefits will be denied to those who have not applied for such benefits prior to the expiration of this agreement.

28m WORK DAY-CACC CERTIFIED HIGH SCHOOL TEACHING STAFF

For instructors/teacher at the Center, the regular workday shall begin at 8:00 a.m. and end at 3:30 p.m. seven and one-half hours (7 ½) hours, except the following:

1. Scheduled meetings by the administration (limited to one day per calendar month of no more than one hour in length).
2. Up to two (2) 2-hour Open Houses and one (1) Program Advisory committee meeting
3. Parent teacher conferences
4. Student Recognition ceremony

5. Emergency Meetings

Half-time (1/2 time) instructors shall work 3.5 consecutive hours which includes the entire class period except for the following:

1. Scheduled meetings by the administration (limited to one day per calendar month of no more than one hour in length).
2. Up to two (2) 2-hour Open Houses and one (1) Program Advisory committee meeting
3. Parent teacher conferences
4. Student Recognition ceremony
5. Emergency Meetings

28n CERTIFIED STAFF DISCIPLINE-REMEIABLE VIOLATIONS

The Career Center shall have the authority to establish work rules. Teachers may be disciplined for cause. For remediable violations, the Center shall follow the concept of progressive discipline. Such progressive discipline shall be based on the severity and/or frequency of the offense. Teacher discipline does not include the non-renewal of non-tenured teachers.

28o CLUBS AND EXTRACURRICULAR COMPENSATION

CERTIFIED STAFF EXTRACURRICULAR COMPENSATION SCHEDULE

ACTIVITY: HOSA Lead Sponsor, FFA Lead Sponsor, FCCLA Lead Sponsor, National Technical Honor Society Lead Sponsor, WQNA Radio General Manager, Web Site Coordinator, Mentor Teacher, Skills USA Assistant Sponsor.

COMPENSATION:

Year as Sponsor	% of Beginning Salary
1	4
2-4	5
5-7	6
8-10	7
11+	8

ACTIVITY: HOSA Assistant Sponsor, FFA Assistant Sponsor, FCCLA Assistant Sponsor, National Technical Honor Society Assistant Sponsor.

COMPENSATION:

Year as Sponsor	% of Beginning Salary
1	2
2-4	3
5-7	4
8-10	5
11+	6

ACTIVITY: Skills USA Lead Sponsor
COMPENSATION:

Year as Sponsor	% of Beginning Salary
1	7
2-4	8
5-7	9
8-10	10
11+	11

CASPN

29a PART-TIME TEACHERS

Part-time teachers employed for a full school year shall be granted fourteen (14) sick leave periods equivalent in time to their regular teaching assignment of which two (2) periods per year equivalent in time to their regular teaching assignment may be used for personal leave.

Part-time teachers employed for a full school year shall receive \$25,000 of life insurance paid by the Center.

For Part-time employees hired after June 30, 2008, the Center contribution toward the health insurance premium shall be prorated equivalent to the employees' part-time status.

Nothing in this section shall be construed to apply to temporary or substitute teachers or other such employees.

29b SICK LEAVE & PERSONAL LEAVE

- **Teaching Personnel Sick Leave-Definition of Immediate Family**-For purpose of this Agreement, "immediate family" shall include parents, spouse, brother, sister, children, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, and legal guardians.

Each full-time teacher whose contract runs not less than nine (9) full calendar months, shall receive fourteen (14) sick days per year of which two (2) days can be used for personal leave. Each full-time teacher with 25 years of service to CACC and with 125 accumulated sick days shall be granted nineteen (19) sick days per year, of which two (2) days can be used for personal leave. Sick leave shall be accumulated to 340. All teachers shall be notified in July of the total of their accumulated sick leave.

Personal days may be used for any purpose by the teacher. No such day shall be used before or after a school holiday or to extend a vacation period. Personal days may not be accumulated. Unused personal days will be added to the accumulated sick leave days at the end of the teaching term.

Teachers shall give at least twenty-four (24) hours notice of intent to use such days. Personal days may be used by no more than three teachers on the same day. Personal leave may be used in ½ day increments.

If the maximum number of accumulated sick leave days (340) is reached by the employee on the first day of the school year, the Center will reimburse the employee \$40.00 per day for any unused personal leave day(s) not used in that year. The teacher shall be reimbursed for unused personal leave prior to June 30th paycheck.

29e CURRICULUM

Center instructors shall put into operation the courses of study approved by the Center with input from Business and Industry Advisory Committees.

29f MENTORING PROGRAM

The Center, in cooperation with the Association, shall establish a Mentoring Program for all non-tenured instructors. The program may include release time for assigned senior instructors to observe non-tenured instructors during class. Volunteer senior instructors shall be provided stipends for training and peer advising duties.

29g DEGREE SALARY SCHEDULE INCREASE

For teachers placed on the degreed salary schedule, advancement shall be given for successful completion of graduate courses in an approved Masters, Advanced Degree or Advanced Certificate program in education. Credit shall also be allowed for graduate courses taken in the teacher's subject field whether or not such courses are taken as part of an approved Masters, Advanced Degree or Advanced Certificate program. In addition, credit shall be allowed for courses in education as may be approved by the Director which enhances the teacher's professional effectiveness. Certified staff may move up to one column on the salary schedule in a given year having completed required educational credit.

NLNAC Requirements dictate that 50% of CASPN classroom and clinical (FTE) instructors have an MSN for accreditation.

29i EXTENDED MASTERS DEGREES

For persons engaged in a Masters Degree program requiring more than 32 hours, horizontal program shall be allowed by column until 46 hours toward such degree are obtained. Further progress horizontally on the schedule shall be dependent upon award of degree.

29j TEACHER RETIREMENT SYSTEM CONTRIBUTIONS

Teacher contributions of 9.4% to the Illinois Teachers Retirement System shall be paid by the Board. Teacher contributions of 4.5% made to the IMRF System shall be paid by the Board.

29k RETIREMENT BONUS-TRS Eligible-Refer to Section 28K -IMRF Eligible-Refer to Section 27B

29l WORK DAY-CASPN TEACHING STAFF

The assigned work day for CASPN instructors shall range from the starting times of 7:30 a.m. – 9:00 a.m. and ending times shall range from 3:00 p.m. – 4:30 p.m. Supervisory personnel will give

assignments quarterly. Except in emergencies instructors will be given two calendar weeks written notice prior to the start of each quarter. These assignments will not be subject to day to day changes. On Clinical Days the regular workday shall be from 7:30 a.m. to 3:00 p.m. Exceptions to the workday for CASPN employees are:

1. Evening Clinical
2. Graduation

29m TEACHING STAFF DISCIPLINE-REMEADIABLE VIOLATIONS

The Career Center shall have the authority to establish work rules. Teachers may be disciplined for cause. For remediable violations, the Center shall follow the concept of progressive discipline. Such progressive discipline shall be based on the severity and/or frequency of the offense. Teacher discipline does not include the non-renewal of non-tenured teachers.

29n SALARIES

Degreed Salary Schedules for the contract years 2011-2012 and 2012-2013 are attached.

Certified staff will be allowed step increases during the 2011-2012 school year and during the 2012-2013 school year. Those on Longevity will have their pay increased by 2.25% during the 2011-2012 school year and during the 2012-2013 school year.

Longevity on the CASPN Salary Schedules shall be 5% of the base salary of each schedule.

The full-time CASPN Instructors shall have a 193 day contract. Additional days will be paid on a daily prorated basis.

30. COPIES OF AGREEMENT

The Center shall cause to be printed copies of the Agreement for distribution to Teachers and Educational Support Personnel employed by the Center. The Association and the Center shall pay the cost of the printing equally.

28. TECHNICAL CLAUSES

DURATION

This Agreement shall become effective on the 1st day of July 2011 and continue until the 30th day of June 2013.

Individual Contracts

The terms and conditions of this Agreement shall be the terms and conditions of individual contracts of members of the bargaining unit.

Memorandum of Understanding

The Agreement constitutes the full and complete understanding between the parties. All rights, powers and authority of the Board and/or its administrative staff not specifically limited by the language of this Agreement are retained by the Board. The Board, however, shall take no action which shall violate any of the specific provisions of this Agreement.

Waiver of Additional Bargaining

The parties acknowledge that during the course of the negotiations which resulted in this Agreement each had the right to make demands, proposals and counter-proposals with respect to any matter not specifically excluded by law and that this Agreement has been arrived at following the full exercise of this right. It is therefore, understood that neither party shall be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with regard to any subject or matter not referred to or covered by this Agreement during the term of this Agreement.

Supersedes Prior Agreements

This Agreement supersedes and nullifies all previous written agreements between the Board and the Association.

Validity

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

MEMORANDUM OF AGREEMENT

For the Career Education Association

For the Capital Area Career Center

President

Chair, Executive Council

Secretary, Executive Council

Date

Date