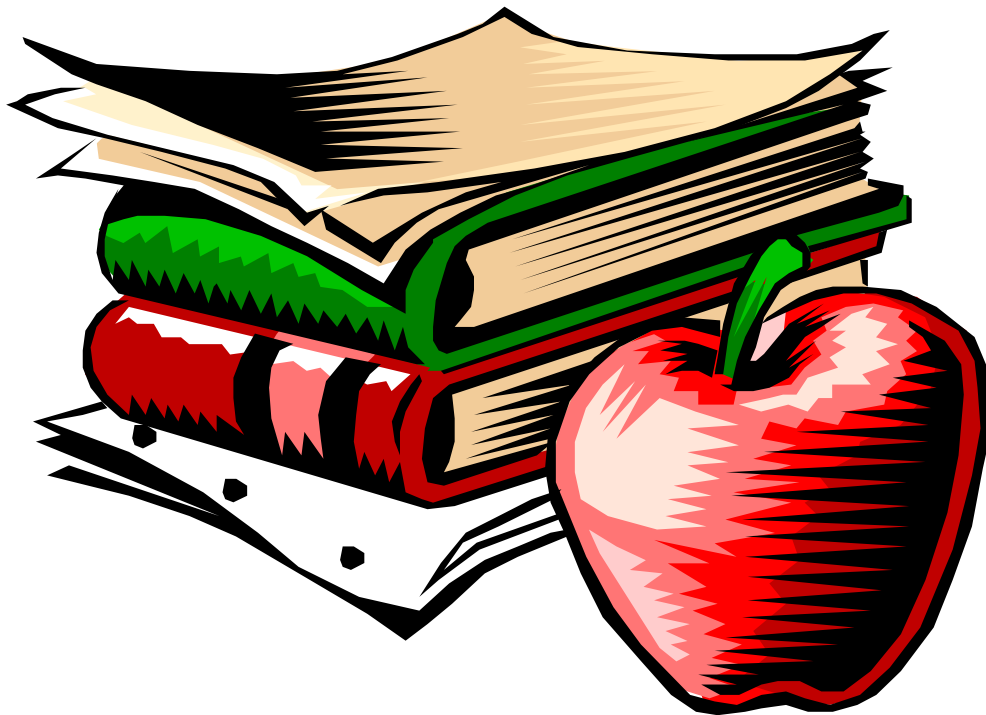


**DUPAGE HIGH SCHOOL DISTRICT 88  
Contractual Agreement  
Between  
District 88 Teacher Aides, West Suburban Teachers Union  
Local 571  
And  
Board of Education**

Addison Trail High School  
213 N. Lombard Road  
Addison, IL 60101  
(630) 628-3300

Willowbrook High School  
1250 S. Ardmore Avenue  
Villa Park, IL 60181  
(630) 530-3400



District Office  
2 Friendship Plaza  
Addison, IL 60101  
(630) 530-3981

Amended August, 2011

**CONTRACTUAL AGREEMENT**

**BETWEEN**

**DISTRICT 88 TEACHER AIDES,  
WEST SUBURBAN TEACHERS UNION  
LOCAL 571**

**AND**

**BOARD OF EDUCATION, DUPAGE HIGH SCHOOL DISTRICT 88  
2 Friendship Plaza  
Addison, Illinois**

**2011 - 2013**

August, 2011

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## **ARTICLE I                    RECOGNITION**

The BOARD OF EDUCATION OF DUPAGE HIGH SCHOOL DISTRICT NO. 88, DuPage County, Illinois (hereinafter referred to for convenience as the "BOARD") hereby recognizes the West Suburban Teachers Union, Local 571, IFT/AFT, AFL-CIO (hereinafter referred to for convenience as the "UNION") as the exclusive representative of all full-time Teacher Aides, specifically excluding all part-time Teacher Aides (i.e., those working less than six (6) hours, exclusive of a 3/4 hour, unpaid, duty-free lunch) and all technical assistants, custodians, maintenance workers, secretaries, clerks, student supervisors, nurse assistants, cafeteria workers, supervisors, managers, confidential and short-term employees and teachers.

## **ARTICLE II                    MANAGEMENT RIGHTS**

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States, including but not limited to, the responsibility and the right:

- A.     To maintain executive management and administrative control for the School District, its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.
- B.     To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, and to promote and transfer all such employees.
- C.     To delegate authority through recognized administrative channels for the development and organization of the means and methods of governance of the District according to current written Board policy or as the same may from time to time be amended.
- D.     To determine work schedules, the hours of work, including the requirement of overtime assignments and the duties, responsibilities and assignments of employees with respect thereof.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board shall be limited only by the specific express terms of this Agreement. Any grievance filed which alleges a violation of this Agreement may not, as a term of its requested remedy, seek a reversal of the exercise of any of the Board's aforesaid powers but may only request a declaratory decision that the Board violated the procedures enumerated herein alleged to have been violated.

## **ARTICLE III            UNION RIGHTS**

### **3.1     Use of Facilities and Equipment**

The Union shall, upon the building principal's approval of scheduled use, have the right to use building reproduction equipment for purposes of duplicating materials used in conducting official business. There shall be no charge for the use of equipment. The Union shall pay the cost of duplication. Information distributed by the Union using mailroom facilities must bear the name of the Union. The Union shall send to the Superintendent and principals a copy of all printed material on the same day it is distributed to the staff.

The Union shall be permitted to use part of an existing bulletin board designated by the administration for Union business.

Copies of any correspondence from the Union or its elected officers to the Board and its individual members shall be provided to the Superintendent on the same day.

### **3.2     Board Agenda**

The Union president will be furnished a copy of the agenda of each Board meeting prior to said meeting.

### **3.3     Union Announcements**

Union meetings and other scheduled activities shall be published in the building calendar, if submitted to the building administrator in writing within seven (7) calendar days after the end of the school term. Union announcements shall be carried in faculty bulletins.

### **3.4     Non-Interference**

The conducting of Union business shall not encroach upon the educational program of the schools.

### **3.5     Union Listing**

A listing of Union officers shall be included in the District 88 Faculty Directory.

### **3.6     Check-Off**

1. The School District Business Office will deduct Union dues from the regular salary paychecks of those Teacher Aides submitting properly completed Professional Organization Membership Dues Check-Off Authorization Forms.

The authorization form must be presented to the District Business Office at least fifteen (15) working days before the first payroll deduction can be made. No authorization forms for a given year will be accepted after May 1.

The Union shall notify the School District Business Office of the annual amount to be deducted by July 15 of each year. If notice is not received by July 15 in any subsequent year, the annual amount to be deducted shall remain the same.

All Union dues collected for the month by the Board shall be forwarded to the Union office along with a list of the Teacher Aides from whose paychecks the dues have been deducted. Deductions are for regular Union dues only.

Union dues deductions will continue until the Teacher Aide presents to the Business Office a properly filled out revocation request at least fifteen (15) working days prior to the next regular paycheck. No revocation requests for a given year will be accepted after May 1.

2. The Board shall also deduct contributions for the West Suburban Committee on Political Education for any Teacher Aide who submits by November 1 a properly executed form prepared by the Union authorizing such deduction. The deduction shall be made from the second paycheck in November. The transmittal and revocation procedures described above shall be followed.

### **3.7 Discussion of Views**

Matters encompassed in this Agreement and/or concerning Union/Board business will not be discussed by the parties or the Administration in the presence of District 88 students, nor will the parties solicit or encourage students to convey such information to parents or the public. However, this provision shall not be construed to prohibit discussion with a student relative to any pending employee or student disciplinary investigation or proceeding or administrative, civil or criminal proceeding, in which the student is directly or indirectly involved.

### **3.8 Union Orientation**

On the first "shortened schedule" attendance day of each school year, the Union President or a designee, and one additional designee, will be given release time after the 1:40 dismissal to address new full-time teacher aides in each building as Union orientation, not to exceed one hour in each building. New employees in the bargaining unit will be released to attend these orientations. The Union President or designee and the new employees shall be released without loss of pay or other benefit.



### 3.9 Fair Share

All full-time TEACHER AIDES who are not members of the Union shall, sixty (60) days after their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, pay to the Union each month their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law. **Full-time teacher aides employed, and receiving their first pay prior to June 30, 2003, shall be exempted from the Fair Share provisions, provided they are continuously employed in the bargaining unit.**

The Union shall certify to the Board the amount of the fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The fair share fee payment shall be deducted by the Board from the earnings of the non-member Teacher Aides and paid to the Union.

Non-member Teacher Aides who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Union pursuant to paragraph 1714(b) (1) of the Illinois Educational Labor Relations Act. Upon any such filing and notice of such to the Union, the Union shall place in an interest-bearing escrow account, separated from other funds held by the Union, the amount of each objector's fair share payments made, and to be made, pending resolution of the charge, which is fairly placed at issue by the objection or objections, and it shall maintain the escrow account during the pendency of the charge and any judicial review pursuant to the Act.

If a non-member Teacher Aide declares the right of non-association based either upon bonafide religious tenets, or teachings of a church or religious body of which such Teacher Aide is a member, or upon philosophical differences, such non-member shall be required to pay an amount equal to the Teacher Aide's proportionate fair share, as determined under this fair share agreement, to a non-religious charitable organization mutually agreed upon by the non-member and the Union from a list compiled by the Union and the Board. If the affected Teacher Aide and the Union are unable to reach an agreement on the matter, the Teacher Aide may select a charitable organization for receipt of the payment from an approved list established by the Illinois Educational Labor Relations Board.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

## **ARTICLE IV           TEACHER AIDE RIGHTS/WORKING CONDITIONS**

### **4.1     Student Discipline**

The Board and Union recognize it is necessary for Teacher Aides to give careful attention to accurate and complete documentation of disciplinary cases. Teacher aides shall be responsible for reporting all essential information in all student discipline cases referred by the Teacher Aides to the deans or the administration.

### **4.2     Care of Property**

Teacher Aides are expected to exercise reasonable care in the use, storage and accounting for instructional materials and equipment.

### **4.3     Professional Conferences**

Arrangements for reimbursements for professional conferences, conventions and workshops shall be agreed upon in advance and may include travel, direct conference expenses, lodging and meals.

### **4.4     Union Released Time**

The Union will be permitted to send the equivalent of one (1) Union member per building to a state or national conference for three (3) days each year. The cost of the substitute, in such instances, shall be borne by the Union.

### **4.5     Administration Conference**

Any Teacher Aide required to appear before the Board or the administration concerning any matter which could reasonably result in disciplinary action shall receive prior notification of the purpose of the meeting and shall be entitled to have a Union representative present, if so desired. The right to a Union representative shall not apply to evaluation conferences or informal impromptu discussions regarding employee performance.

### **4.6     Substitutions**

The Administration shall assign only Teacher Aides holding Illinois teacher certification or substitute teacher certification to assume the responsibilities of absent teachers or substitute teachers. A Teacher Aide shall accept up to six (6) such assignments annually without additional compensation. For all such assignments beyond six (6), the Teacher Aide shall receive compensation in an amount equal to the difference between the affected Aide's regular hourly salary and the rate established for temporary substitutes, as indicated in the certified stipend salary schedule. Such compensation shall be prorated based upon the length of the substitution period(s).

#### **4.7 Traveling Teacher Aides**

Preference for travel will be given to volunteers who meet the criteria for the available position. Teacher Aides who travel between buildings as part of their daily assignment shall be entitled to the following rights and limitations of their workday while they are scheduled as traveling Teacher Aides:

1. They will receive mileage compensation at the Internal Revenue Service rate as established as of January 1 of each school year for all required travel between buildings.
2. They shall be covered by District 88 insurance while traveling between schools as a part of their assignment.

#### **4.8 Human Resources Files**

Except for incidental notes, all human resources records for any Teacher Aide shall be maintained in his/her file in the Office of Human Resources. For purposes of this provision, the term "incidental notes" shall mean those documents which are not used to make job-related decisions.

Access to human resources files shall be strictly limited to the Teacher Aide and to authorized administrators who have a legitimate purpose of access. By prior appointment, a Teacher aide shall be able to review his/her human resources file.

A copy of any material placed in a Teacher Aide's human resources file shall be promptly given to the Teacher Aide and all material in the file shall bear an entry date. This is effective as of the ratification of this Agreement. A Teacher Aide may submit a written response to any material placed in the Teacher Aide's human resources file.

#### **4.9 Professional Staff Development**

The Board shall provide professional staff development for Teacher Aides on Institute Days. Professional staff development may include, but not be limited to, computer training, Institute Day professional staff development workshops or team meeting participation.

## **ARTICLE V                      ASSIGNMENTS, VACANCIES, TRANSFERS**

### **5.1      Work Schedule**

A full-time work week shall consist of not more than forty (40) hours, all as scheduled by the Administration. The regular work day for full-time Teacher Aides shall consist of six and three-quarter (6 3/4) hours or more per day, which shall include an unpaid, duty-free lunch period equal to the regular school lunch period but not less than thirty (30) minutes.

All Teacher Aides shall be given a duty-free unpaid lunch period as provided above. Teacher Aides working a six (6) or more hour day shall be given a ten (10) minute rest break in the morning and ten (10) minute rest break in the afternoon. With the approval of the Administration, Teacher Aides may combine these two (2) breaks into one (1) twenty (20) minute break in the morning only.

### **5.2      Work Year**

Teacher Aides will be required to work their normal hours on all days that students are in attendance, the opening day institute and the teacher work day following the opening day institute. At the beginning of each school year two (2) comp days will be allocated to each full-time Teacher Aide. Compensation is based on 177 student attendance days – if student attendance days increase or decrease the annual compensation will be adjusted accordingly based on the per diem. Any such change in the number of student attendance days must be noted in writing to the Union by May 15 of the prior school year.

### **5.3      Notice of Assignment**

In the event of a change in a Teacher Aide's assignment, he/she will be notified as soon as practicable.

### **5.4      Notice of Library Aide Assignments**

In the event of a change to library hours, a Library Aide's shift may be subject to change. Library Aide shifts shall be chosen in the order of seniority with the Library Aide with the greatest seniority in the respective building choosing first.

### **5.5      Work Responsibilities**

A Teacher Aide daily schedule may include the supervision of students in credit recovery, study hall, resource periods, behavioral intervention centers, library/media centers and other academic intervention systems. In addition to supporting classroom instruction, duties may include taking daily attendance, along with the supervision of students. The areas of support include, but are not limited to Behavioral Intervention Center (BIC) or In School Intervention (ISI), study halls,

credit recovery and Learning Support Center (LSC) or Academic Resource Center (ARC) or other academic intervention systems.

During the 2011-2012 school year, the Administration will work with the Union to make necessary adjustments as needed.

## **ARTICLE VI            REDUCTION IN FORCE**

### **6.1      Classifications Within Bargaining Unit**

For purposes of this Agreement, each bargaining unit employee shall earn seniority rights within one of the following bargaining unit classifications:

1.     Teacher Aide - Special Education
2.     Teacher Aide - Science
3.     Teacher Aide – Literacy (Reading, ESL, LSC/ARC)
4.     Teacher Aide - Music
5.     Teacher Aide - Library
6.     Teacher Aide - English
7.     Teacher Aide - Math
8.     Teacher Aide – General

### **6.2      Seniority List**

Annually, not later than February 1, the Administration shall prepare, maintain and post a seniority list. A copy of said list shall be provided to the Union. Teacher Aides' total length of service in the employ of the Board as a Teacher Aide shall be calculated for purposes of seniority provided, however, that a Teacher Aide must have worked a minimum of ninety (90) days in a given work year in order to receive seniority credit for such year. For purposes of computing seniority, part-time service will be prorated based on full-time equivalency (i.e., based upon a seven (7) hour work day).

Any district employee hired to be a Teacher Aide shall retain his/her seniority for purposes of benefits, but not for purposes of Reduction in Force, where seniority shall be determined by length of service as a Teacher Aide.

Any employee whose responsibilities are split between more than one classification will have seniority in the classification where the majority of their hours are contributed.

### **6.3      Reduction Procedures**

If the bargaining unit member(s) is/are removed or dismissed as a result of a decision by the Board to decrease the number of bargaining unit employees or to discontinue a particular type of bargaining unit service, written notice shall be given to the employee(s) by registered mail at least sixty (60) days before the end of the school term, together with a statement of honorable dismissal and the reasons therefore.

The employee(s) with the shorter length of district seniority of those in his/her respective classification (as defined in subparagraph 6.2 above) shall be dismissed first. Ties in seniority shall be broken by lot.

When a reduction-in-force occurs due to elimination of a program or for economic reasons, the Union President shall be notified of the positions in the bargaining unit that shall be affected.

#### **6.4 Recall Rights**

If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the position thereby becoming available within the specific classification (as defined in subparagraph 6.1 above) shall be tendered to the employee(s) so removed or dismissed from that classification, so far as they are qualified to hold such position.

Notice of recall shall be sent by certified mail, return receipt requested, to the employee's last known address as listed with the Office of Human Resources. Failure of the employee to accept in writing the available recall position within fourteen (14) calendar days from receipt of the recall notice shall extinguish all recall, seniority and employment rights of said employee.

## **ARTICLE VII                    GRIEVANCE PROCEDURE**

"Grievance" as used in this Agreement means a complaint by an employee that there has been a violation, misinterpretation or misapplication of any specific provision(s) of this Agreement.

The Board acknowledges the right of the Union to assist a grievant at any level of the grievance procedure, and the Union acknowledges the right of any member of the Administration to receive assistance as desired in any step of the grievance procedure. Failure of any grievant or the Union to act on a grievance within the prescribed time limits will act as a bar to any further appeal, and the Administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual consent.

A grievance involving the act of any Administrator above the building level shall initially be filed at Step 2 of the grievance procedure after the grievant first has consulted with the building level Administrator involved.

The steps shall be as follows:

Step 1:                    If the grievance cannot be resolved informally, the grievant shall present the grievance in writing on a form, which is attached as Appendix A, to the Assistant Principal no later than ten (10) business days after the occurrence of the claim or complaint. The Assistant Principal will arrange for a meeting to take place within five (5) business days after receipt of the grievance. A Union representative, the aggrieved party and the immediately involved supervisor, and any person whose assistance he/she requests, may be present for the meeting. The Assistant Principal will then, within five (5) business days after the meeting, provide the grievant with a written memorandum setting forth the disposition of the grievance. Such memorandum shall contain reasons upon which the disposition of the matter was based.

Step 2:                    If the grievant is not satisfied with the disposition of the grievance at Step 1, or if Step 1 time limits expire without the issuance of the Assistant Principal's memorandum, the grievant may within five (5) business days refer the grievance to the Principal and his/her designee. The Principal shall within five (5) business days conduct a meeting with the same parties being present as may be present in Step 1. Upon the conclusion of the hearing of the grievance, the Principal shall have five (5) business days in which to provide his/her written decision to the grievant.

Step 3:                    If the grievant is not satisfied with the disposition of the grievance at Step 2, or if Step 2 time limits expire without the issuance of the Principal's written decision, the grievant may within five (5) business days refer the grievance to the Director of Human Resources or his/her designee.



The Director of Human Resources shall within five (5) business days conduct a meeting with the same parties being present as may be present in Steps 1 and 2. Upon the conclusion of the hearing of the grievance, the Director of Human Resources shall have five (5) business days in which to provide his/her written decision to the grievant.

Step 4: If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Union shall submit, in writing, a request to the American Arbitration Association within ten (10) business days from receipt of the Step 2 answer to proceed to Step 3. The arbitrator shall be selected from the American Arbitration Association in accordance with their Voluntary Labor Tribunal Rules.

Each party shall be entitled to representation and witnesses. The arbitrator shall have no power to alter the terms of this Agreement, or to make any award void or prohibited by law, statutory or decisional.

The cost of the arbitrator shall be borne equally by the parties. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript. The arbitrator's decision shall be final and binding upon the parties. His/her decision must be based solely and only upon his or her interpretation of the meaning or application of the express, relevant language of the Agreement.

Should the investigation of any grievance require, in the judgment of the Administration, that an employee be released from his/her regular assignment, he/she shall be released without loss of pay or benefits for a period of time, determined by the Administration, necessary to complete said investigation.

The Board agrees not to take any reprisal against any person for his/her participation in the grievance process. The Union agrees to take no reprisals against any person because of his or her participation or refusal to participate in the grievance process.

## **ARTICLE VIII       LEAVES**

### **8.1      Sick Leave**

Sick leave shall be interpreted to mean leave due to illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, stepchildren, grandparents, grandchildren, parents-in-law, brothers-in-law, sister-in-law and legal guardians.

Teacher Aides shall be entitled to a maximum of eleven (11) days of sick leave per year. Unused sick leave days may be accumulated to a maximum of two hundred forty (240) days.

Any employee absent more than five (5) consecutive school days shall notify the Office of Human Resources. Certification forms will be provided to the employee for completion by a health care provider authorizing fitness to return to duty, if necessary.

During the first year of employment Teacher Aides shall accumulate sick leave as follows:

Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
	11	10	9	8	7	6	5	4	3	2	1(days)

### **8.2      Personal Business Leave**

Teacher Aides shall be entitled to three (3) days of leave annually for matters of personal business which cannot be accomplished on non-school days. Personal business leave for newly hired Teacher Aides shall be prorated based upon the date of hire.

Personal business absence will not be granted on the day before or following school vacation or holidays periods, Institute Days or during the first ten (10) or the last ten (10) days of the school term.

Written application for such leave shall be made to the Administration on a copy of the form attached as Appendix B at least forty-eight (48) hours prior to such leave, provided that, in cases where such notice is not practicable, application shall be made immediately upon the Teacher Aide's return to work.

Personal business leave days shall be immediately available for use as sick leave and unused personal business leave days shall, at the end of each school year, accumulate as unused, available sick leave.

### 8.3 Family and Medical Leave

District 88 provides Family and Medical Leave in accordance with the Family and Medical Leave Act of 1993 ("FMLA"). Employees who have been employed in a full-time capacity for at least one (1) year, *and* for at least 1,250 hours during the preceding 12-month period are eligible for family and medical leave. Such leave shall be unpaid unless accumulated sick or emergency/personal business leave is available to the employee.

Spouses employed by the district are jointly entitled to a *combined* total of 12 work weeks of family leave for the birth and care of a newborn child, for placement of a child for adoption, and to care for a parent who has a serious health condition.

#### Reasons for Leave

All employees who meet the applicable time of service requirements may be granted family or medical leave for a period of twelve (12) weeks (during any 12-month period) for the following reasons:

- a. The birth of a child, or placement of a child with you for adoption or foster care*
- b. Your own serious health condition*
- c. Because you are needed to care for your spouse, child or parent due to his/her serious health condition*
- d. Because of a qualifying exigency arising out of the fact that your spouse, son/daughter or parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves*
- e. Because you are the spouse, son/daughter, parent or next of kin of a covered servicemember with a serious injury or illness*

The entitlement to leave for the birth or placement of a child for adoption or foster care will expire twelve (12) months from the date of the birth or placement. For leave reasons of birth or placement of the employee's child, intermittent and reduced schedule are not permitted.

#### Procedure for Requesting Leave

In all cases, an employee requesting leave must complete the "Request for Leave of Absence" application and return it to the office of Human Resources. The completed application must state the reason for the leave, the duration of the leave, and the starting and ending dates of the leave.

An employee intending to take family or medical leave because of an expected birth or placement, or because of a planned medical treatment, must submit an application for leave at least thirty (30) days before the leave is to begin. If leave is

to begin within thirty (30) days, an employee must give notice to the office of Human Resources as soon as the necessity for the leave arises.

In the case of a request for intermittent or reduced schedule leave, or leave for planned medical treatment, the employee shall make every reasonable effort to schedule the leave so as not to unduly disrupt the District's operations.

### **Medical Certification**

An application for leave based on the serious health condition of the employee or the employee's spouse, child or parent must also be accompanied by a "Medical Certification Statement" completed by a health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition.

If the employee is needed to care for a spouse, child or parent, the certification must so state, along with an estimate of the amount of time the employee will be needed. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of his or her job.

### **Benefits Coverage During Leave**

During a period of family or medical leave, an employee will be retained on the District's health plan under the same conditions that applied before leave commenced. To continue health coverage, the employee must continue to make any contributions that he or she made to the plan before taking leave. In addition, employees will be given a copy of the formula used to calculate how his/her salary may be prorated or otherwise affected as a result of the leave.

The continuation of benefits pursuant to this policy ends on the effective date of the notification to the office of Human Resources of the employee's intent not to return to work. Benefits will also end when the employee fails to return to work on the scheduled date, unless an emergency exists preventing such a return, or if the employee exhausts his or her family and medical leave rights.

Employees who fail to return to work without good cause shown, shall be required to repay the cost of all insurance benefits provided during the leave.

### **Restoration to Employment Following Leave**

An employee returning from Family and Medical Leave will be restored to his or her old position *or* to a position with equivalent benefits, pay and other terms and conditions of employment.

In the event the *Family Medical Leave Act* of 1993 is repealed, then this section

shall, as of the date of repeal, no longer be in force and effect.

#### **8.4 General Leaves of Absence Without Pay**

Special leave of absence without pay may be approved and granted at the discretion of the Board or its designee. Such leave may be for the balance of the current school term and one (1) additional full school term. Any such leaves granted shall be of no precedential force or effect. If such leave is granted, and contingent upon the insurance carrier's continuing approval of the Teacher Aide's participation, the Teacher Aide shall be allowed to continue his/her participation in District insurance programs by paying the full cost of the premiums at the group rate.

General leave requests of ten (10) days or less shall be written on a copy of the form attached as Appendix B and submitted to the Superintendent or his/her designee who shall grant or deny the request.

General leave requests of more than ten (10) days shall be written on a copy of the form attached as Appendix B and submitted to the Board, which shall grant or deny the request.

#### **8.5 Jury Duty**

An employee called for jury duty will reimburse the school district for the daily fee received for jury duty while continuing to receive regular salary from the district.

The employee may retain jury duty pay for travel, food and other expenses incurred in performance of jury duty.

#### **8.6 DISABILITY LEAVE**

Illinois Mutual Retirement Fund provides two types of disability benefits:

1. **Temporary** disability benefits are paid if you are unable to perform the duties of any position which might reasonably be assigned by your current IMRF employer.
2. **Total and permanent** disability benefits are paid after temporary disability benefits have expired and if you are unable to engage in any gainful activity for any employer.

An employee is eligible for temporary disability benefits if:

1. The employee has at least twelve (12) consecutive months of IMRF service credit preceding their disability.

2. The employee is unable to perform his/her job for more than 30 days.

3. The employee receives treatment for his/her disabling condition as soon as he/she stops working, and his/her physician(s) certifies his/her disability and provides evidence of his/her disability to IMRF.

Temporary disability benefits may also be available for a disability resulting from elective surgery and pregnancy. An employee may receive benefits from worker's compensation, Social Security Disability or Social Security Retirement and outside (non-IMRF) disability insurance plans in conjunction with the benefits they receive from IMRF.

If the employee's temporary disability benefits run out and they are still disabled, an investigation will be conducted by IMRF to determine the eligibility for total and permanent disability benefits.

Additional information and assistance in filing is available in the District Business Office or by calling IMRF at (800) 275-4673. *(Amended 2009-10)*

## **ARTICLE IX                    COMPENSATION AND FRINGE BENEFITS**

### **9.1      Compensation**

#### **2011-2012**

1.     The base salary increase for all employees covered under the contract, will increase 2.0% above the 2010-2011 base salary. Additionally, each Teacher Aide shall receive a non-compounding stipend equal to 1.0% of his/her 2010-2011 base salary. This stipend shall be paid in two equal amounts at the conclusion of the first and second semesters and as separate paychecks.
2.     Teacher Aides shall have added to their regular salary an additional \$300 after four (4) years of service and \$600 after eight (8), twelve (12), sixteen (16), and twenty (20) years of service. A full year of service for purposes of this longevity stipend shall be calculated as of June 30. Teacher Aides hired prior to November 1 of any year shall be given credit for a full year towards the longevity stipend. Teacher Aides hired after November 1 will not receive longevity credit until the next school year.
3.     No newly hired Teacher Aide will be paid a starting salary which exceeds the salary of a current Teacher Aide with similar experience (Non-Teaching Certification; Teaching Certification).

#### **2012-2013**

1.     The base salary increase for all employees covered under the contract, will increase 2.0% above the 2011-2012 base salary. Additionally, each Teacher Aide shall receive a non-compounding stipend equal to 1.0% of his/her 2011-2012 base salary. This stipend shall be paid in two equal amounts at the conclusion of the first and second semesters and as separate paychecks.
2.     Teacher Aides shall have added to their regular salary an additional \$300 after four (4) years of service and \$600 after eight (8), twelve (12), sixteen (16), and twenty (20) years of service. A full year of service for purposes of this longevity stipend shall be calculated as of June 30. Teacher Aides hired prior to November 1 of any year shall be given credit for a full year towards the longevity stipend. Teacher Aides hired after November 1 will not receive longevity credit until the next school year.
3.     No newly hired Teacher Aide will be paid a starting salary which exceeds the salary of a current Teacher Aide with similar experience (Non-Teaching Certification; Teaching Certification).

## **9.2 Overtime**

1. Assigned, approved hours worked in a similar role to the normal duties of the Teacher Aide, that exceed thirty (30) hours for a 6 hour employee or thirty-five (35) hours for a 7 hour employee, but less than forty (40) hours in a work week, shall be compensated at the Teacher Aide's straight-time rate of pay.

Assigned, approved hours worked in a similar role to the normal duties of the Teacher Aide, that exceed a forty (40) hour work week shall be compensated at a rate of one and one-half (1-1/2) times the overtime hours worked. Holidays, sick leave, and personal business/emergency leave shall not count in calculating the work hours for purposes of paying overtime.

The Teacher Aide may elect to take either overtime pay or compensatory time off.

2. In the event overtime is required, the Administration shall solicit volunteers to fill the overtime positions. In the event no volunteers are available, or the volunteers available are unqualified, overtime may be assigned. Overtime assignments will be made on a rotational basis at each work site to Teacher Aides who normally do the work assigned. Reasonable advance notice will be given to Teacher Aides assigned overtime.
3. No more than forty (40) hours of compensatory time may be earned in a contract year. Use of compensatory time must be approved by the Teacher Aide's building administration. Compensatory time earned must be used during the contract year in which it is earned or no later than the end of the following school year. In the event that compensatory time has not been used as set forth above, the teacher aide will be paid for the time at his or her current base of pay.
4. All overtime hours worked must be submitted on a time sheet to the building administration in accordance with Business Office procedures for processing payroll. Requests for use of compensatory time off shall be submitted in writing to the building administration in accordance with Business Office procedures for processing payroll.

## **9.3 Medical Insurance**

The BOARD shall make available group medical insurance at the Teacher Aide's request. For the duration of this contract the Board shall pay for the PPO and HMO plans 85% of the single employee premium and an additional 70% of the difference between the single premium and the applicable dependent premium. The Board share will be computed as follows:



*Using as an example, a \$300 single premium and \$800 family premium.*

Single Premium =  $\$300 \times .85 = \$255$  board share and \$45 employee share.

Family Premium = \$800.  $\$800 - \$300 = \$500 \times .70 = \$350$ .  $\$255 + \$350 = \$605$  Board share for the family coverage and \$195 employee share.

Should the PPO premiums for the 2011-2012 school year increase more than 22% over the premium rates for the 2010-2011 school year, the deductible and out-of-pocket both will increase by \$100. Any premium increase of more than 22% in subsequent years will result in additional \$100 increase in the deductible.

Should the PPO premiums for the 2012-2013 school year increase more than 22% over the premium rates for the 2011-2012 school year, the deductible and out-of-pocket both will increase by \$100. Any premium increase of more than 22% in subsequent years will result in additional \$100 increase in the deductible.

Should the HMO premiums for the 2011-2012 school year increase more than 22% over the premium rates for the 2010-2011 school year, a \$10 office visit co-pay will be added and the emergency room care will increase from \$10 to \$25. Any premium increase of more than 22% in subsequent years will result in additional increases in the co-pay and emergency room care according to the rates established by the provider not to exceed a \$15 co-pay and \$50 emergency room care.

Should the HMO premiums for the 2012-2013 school year increase more than 22% over the premium rates for the 2011-2012 school year, a \$10 office visit co-pay will be added and the emergency room care will increase from \$10 to \$25. Any premium increase of more than 22% in subsequent years will result in additional increases in the co-pay and emergency room care according to the rates established by the provider not to exceed a \$15 co-pay and \$50 emergency room care.

Any changes in the deductible, out-of-pocket, emergency room, and/or co-pay will go into effect January 1 of the next calendar year.

The new rates shall be published to Teacher Aides prior to the start of each of the above school terms, or as soon thereafter as available from the provider.

The PPO and HMO plans shall be provided through Blue Cross/Blue Shield of Illinois and the Blue Cross/Blue Shield HMO Illinois in accordance with the plans outlined in Appendix C.1. After consultation with the Insurance Committee as provided in Section 9.6, the Board may change the provider and the plan benefits but only to providers and plans substantially equal to Blue Cross/Blue

Shield and the plan summaries in Appendix C.1. Any such changes shall take effect only with at least 60 days notice to Teacher Aides.

#### **9.4 Compensation Guides**

All Teacher Aides shall be paid twice a month on the 15th and the last day of the month. If a payday is a holiday, or falls on a weekend, then said payday will be the last working day preceding such holiday or weekend.

#### **9.5 Illinois Municipal Retirement Fund**

The required Teacher Aide's contribution to IMRF will be tax-sheltered by the Board. The Union and the Teacher Aide will defend and hold harmless the Board and its agents with respect to this payment to IMRF. If the Internal Revenue Service or a court of competent jurisdiction shall hold that the Board lacks authority to make such payments, or that such payments are not excludable from income, the Board shall promptly commence withholding federal and state taxes from such payments.

#### **9.6 Insurance Committee**

A standing committee which includes (1) Teacher Aide selected by the Union shall meet annually with the Board or its designated representatives to review the insurance program, with the purpose of reviewing and suggesting improvements, additions or revisions in the existing program.

The Insurance Committee will be advisory only, but it must be consulted and given an opportunity to review and make recommendations on any potential changes in the provider and plan benefits specified in Section 9.3 and Appendix C at least 180 days in advance of implementation of any such change.

#### **9.7 Worker's Compensation**

A Teacher Aide who is eligible to receive Illinois Worker's Compensation temporary disability benefits for a period of absence from employment may elect whether to take sick leave benefits or Worker's Compensation benefits during the period of disability. If the Teacher Aide elects to take a paid sick leave during the period of disability, said employee shall turn over to the District the amount of Worker's Compensation benefits received. If the Teacher Aide elects to take Worker's Compensation benefits during the period of disability, he/she shall not have any reduction of sick leave credit accrued. A Teacher Aide who has exhausted his or her sick leave accumulation shall not receive a salary and shall not be required to turn over to the School District any Worker's Compensation benefits which he/she receives.

## **9.8 DuPage Credit Union**

Teacher Aides may request payroll deductions for savings or loans to the DuPage Credit Union. Appropriate forms for payroll deductions shall be made available in the District Business Office. Participation may begin at the time of employment or at any time during the year.

## **9.9 Tax-Sheltered Annuity Programs**

The District will maintain a tax-sheltered annuity program that conforms to all the requirements of applicable law; Teacher Aides and/or participating annuity companies shall be solely responsible for payment of all plan administration costs. All annuity companies must follow federal rules and regulations regarding tax-sheltered annuities. The Union president shall be notified of any Third-party tax-sheltered annuity management company selected company selected by the Board to administer the tax-sheltered annuity program.

## **9.10 Life Insurance**

Teacher Aides working a minimum of thirty (30) hours per week shall be provided with a term life insurance policy in the amount of \$50,000 per employee, such policy to be provided at Board expense. Teacher Aides actively employed beyond the age of sixty-five (65) will continue to have coverage until they retire. Once the age of seventy (70) is reached the insurance coverage will be reduced to seventy-five percent (75%) of the insured amount. Once the age of seventy-five (75) is reached the insurance coverage will be reduced to fifty percent (50%) of the insured amount.

## **9.11 Flex-Spending Plan**

1. The Board shall maintain a salary reduction plan which meets the requirements of Section 125 of the Internal Revenue Code and Treasury Regulations promulgated there under. If, at any time, Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
2. A Teacher Aide may annually elect to participate in the salary reduction plan by choosing to receive benefits described below. The amount elected shall be deducted from the Teacher Aide's compensation. The plan year shall begin on July 1 and end on each June 30 thereafter. Prior to the beginning day of the plan year, each Teacher Aide shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

- a. Premiums for group medical, dental, or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board; and/or,
  - b. Reimbursement for qualified dependent care assistance as defined and allowed under the Internal Revenue Code, up to the maximum amount allowed by law; and/or,
  - c. Reimbursement for any amount of deductibles under the group insurance described in B.1; and for any other qualified unreimbursed medical care expenses as defined and allowed under the Internal Revenue Code, up to a maximum of \$5,000.00 annually.
3. The amount designated may not be changed during the plan year unless there is a change in family status or other circumstances provided in Section 125 and/or Treasury Regulations promulgated there under. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the Teacher Aide during that year or carried over to a succeeding plan year, and such amounts shall become the property of the plan. Any administrative costs relating to this plan shall be borne by the participants of the plan.
4. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the Teacher Aide's salary payments during the plan year.
5. The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual Teacher Aide. However, the Board shall not report any amount reduced from a Teacher Aide's salary pursuant to this plan as taxable income to any federal or state agency.

## **9.12 Tuition Reimbursement**

The Board shall provide tuition reimbursement for pre-approved college course work to all full-time Teacher Aides to the extent indicated below:

1. For college credit, the rate of reimbursement shall not exceed \$200 per credit hour.
2. Course work submitted for tuition reimbursement must be from an accredited North Central Association of Schools and Colleges or its equivalent credit granting institution and must meet the following criteria:

The following guidelines will be used when evaluating courses:

- (a) Courses which are related to the professional assignment(s).
  - (b) Courses that lead to additional certification or an education degree as it relates to section (a) above.
  - (c) Courses in areas that are recommended by the District. Notification of such courses will be publicized in each faculty bulletin.
3. Tuition will be reimbursed after official transcripts and proof of payment have been submitted to the District Office. A grade of "C" or better, or a "pass" if a pass/fail course is offered, must be earned to qualify for tuition reimbursement.

Programs and courses extending beyond August, 2011 that have been approved as of the April 19, 2011 Professional Growth Meeting shall be honored for purposes of tuition reimbursement throughout the duration of this Agreement.

### **9.13 Retirement Incentive**

The Board will pay to any employee who upon retirement is at least fifty-five (55) years old and has completed at least ten (10) years of service in District 88, the amount of \$20.00 per day for each day of unused sick leave accumulated up to a maximum of one hundred forty (140) days.

A retirement plan will go into effect as of July 1, 2000. The plan will be for employees who are age 55 at retirement, have at least 10 years of employment with the district, and provide the district with at least 6 months' notice of their retirement. Employees will receive \$275 a year for each year of employment with the district.

This will be prorated for permanent part-time employees. This payment will be made only for those days which the employee does not use for additional service credit under the Illinois Municipal Retirement Fund.

## **ARTICLE X            EFFECT OF AGREEMENT**

### **10.1    Severability**

If any provision of the Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional, illegal, void or otherwise unenforceable, all other provisions of this Agreement shall remain in full force for the duration of this Agreement.

### **10.2    Implementation**

The Union's representatives and the Board's representatives shall meet within a reasonable time following the request of either group for the purpose of carrying out the provisions of this Agreement.

### **10.3    Contract Distribution**

The Board agrees to distribute copies of the completed contract within a reasonable time following ratification of the Agreement. Expenses of printing and distributing the Agreement shall be borne by the Board.

### **10.4    Contract Supremacy**

The Agreement and all of its provisions are policy of the Board and supersede all contrary previously effective policy.

### **10.5    No Strike**

During the term of this Agreement, the Union agrees not to strike or engage in any concerted activity which would result in a withholding of services, slow down, or disruption of the business of the Board.

### **10.6    Duration**

This Agreement shall be in effect from July 1, 2011 through June 30, 2013.

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# DUPAGE HIGH SCHOOL DISTRICT 88



## GRIEVANCE FORM

Appendix A



DUPAGE HIGH SCHOOL  
TEACHER AIDE  
GRIEVANCE FORM

NAME \_\_\_\_\_ DATE FILED \_\_\_\_\_

ARTICLE AND SECTION OF THE CONTRACT VIOLATED:  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF ALLEGED VIOLATION: \_\_\_\_\_

FACTUAL BACKGROUND:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATEMENT OF ISSUE:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REMEDY REQUESTED:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GRIEVANT'S SIGNATURE \_\_\_\_\_

GRIEVANCE REPRESENTATIVE \_\_\_\_\_

# DUPAGE HIGH SCHOOL DISTRICT 88



## REQUEST FOR PRE-ARRANGED LEAVE FORM

Appendix B

# DUPAGE HIGH SCHOOL DISTRICT 88 REQUEST FOR PRE-ARRANGED LEAVE

\_\_\_\_\_  
Name

\_\_\_\_\_  
Today's Date

# of day(s) requesting: \_\_\_\_\_

Date(s): \_\_\_\_\_

Period(s): 0 1 2 3 4 5 6 7 8 9

Reason (check appropriate box below):

\_\_\_\_\_ Vacation

\_\_\_\_\_ Emergency and/or Personal Business

\_\_\_\_\_ Sick  
(Pre-Arranged)

\_\_\_\_\_ Comp Time

\_\_\_\_\_ Leave Without Pay

Employee's Signature: \_\_\_\_\_

Approved by: \_\_\_\_\_

\_\_\_\_\_  
Immediate Supervisor

\_\_\_\_\_  
Administrator

---

Submit in triplicate to your supervisor who will forward all copies to your administrator. When the form has been completed, copies will be distributed as indicated below.

# DUPAGE HIGH SCHOOL DISTRICT 88



## BOARD OF EDUCATION HUMAN RESOURCES POLICY

### Appendix C

**(THESE POLICIES ARE AVAILABLE ON THE DISTRICT INFO PAGE)**

# DUPAGE HIGH SCHOOL DISTRICT 88



## ETHICS AND GIFT BAN

Appendix D

## **2:105 Ethics and Gift Ban**

### **Definitions**

Unless otherwise stated, all terms used in this policy have the definition given in the State Officials and Employees Ethics Act, 5 ILCS 430/1-5.

With respect to an employee whose hours are not fixed, “compensated time” includes any period of time when the employee is on premises under the control of the District and any other time when the employee is executing his or her official duties, regardless of location.

“Prohibited political activity” means:

1. Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
2. Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
3. Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.
4. Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
5. Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
6. Assisting at the polls on Election Day on behalf of any political organization or candidate for elective office or for or against any referendum question.
7. Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.
8. Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
9. Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
10. Preparing or reviewing responses to candidate questionnaires.
11. Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
12. Campaigning for any elective office or for or against any referendum question.
13. Managing or working on a campaign for elective office or for or against any referendum question.
14. Serving as a delegate, alternate, or proxy to a political party convention.

15. Participating in any recount or challenge to the outcome of any election.

#### Prohibited Political Activity

No employee shall intentionally perform any prohibited political activity during any compensated time. No Board Member or employee shall intentionally use any property or resources of the District in connection with any prohibited political activity. At no time shall any Board Member or employee intentionally require any other Board Member or employee to perform any prohibited political activity: (a) as part of that Board Member's or employee's duties, (b) as a condition of employment, or (c) during any compensated time off, i.e., as holidays, vacation or personal time off. No Board Member or employee shall be required at any time to participate in any prohibited political activity in consideration for that Board Member or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any Board Member or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.

A Board Member or employee may engage in activities that: (1) are otherwise appropriate as part of his or her official duties, or (2) are undertaken by the individual on a voluntary basis that are not prohibited by this policy.

#### Limitations on Receiving Gifts

"Prohibited source" means any person or entity who:

1. Is seeking official action by: (a) a Board Member, or (b) an employee, or by the Board Member or another employee directing that employee;
2. Does business or seeks to do business with: (a) the Board Member, or (b) with an employee, or with the Board Member or another employee directing that employee;
3. Conducts activities regulated by: (a) the Board Member, or (b) by an employee or by the Board Member or another employee directing that employee; or
4. Has an interest that may be substantially affected by the performance or non-performance of the official duties of the Board Member or employee.

"Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of a Board Member or employee.

Except as permitted by this policy, no Board Member or District employee, and no spouse of or immediate family member living with any Board Member or employee (collectively referred to herein as "recipients"), shall intentionally solicit or accept any gift from any prohibited source, as defined herein, or that is otherwise prohibited by law or policy. No prohibited source shall intentionally offer or make a gift that violates this policy.



The following are exceptions to the ban on accepting gifts from a prohibited source:

1. Opportunities, benefits, and services that are available on the same conditions as for the general public.
2. Anything for which the Board Member or employee, or his or her spouse or immediate family member, pays the fair market value.
3. Any: (a) contribution that is lawfully made under the Election Code, or (b) activities associated with a fund-raising event in support of a political organization or candidate.
4. Educational materials and missions.
5. Travel expenses for a meeting to discuss business.
6. A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.
7. Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (a) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (b) whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (c) whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other Board Members or employees, or their spouses or immediate family members.
8. Food or refreshments not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are: (a) consumed on the premises from which they were purchased or prepared; or (b) catered. "Catered" means food or refreshments that are purchased ready to consume which are delivered by any means.
9. Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of a Board Member or employee), if the benefits have not been offered or enhanced because of the official position or employment of the Board Member or employee, and are customarily provided to others in similar circumstances.

10. Intra-governmental and inter-governmental gifts. "Intra-governmental gift" means any gift given to a Board Member or employee from another Board Member or employee, and "inter-governmental gift" means any gift given to a Board Member or employee by an officer or employee of another governmental entity.
11. Bequests, inheritances, and other transfers at death.
12. Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.

Each of the listed exceptions is mutually exclusive and independent of every other. A Board Member or employee, his or her spouse or an immediate family member living with the Board Member or employee, does not violate this policy if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501 (c)(3) of the Internal Revenue Code.

#### Ethics Advisor

The Superintendent shall appoint an Ethics Advisor for the School District. The Ethics Advisor shall provide guidance to the Board Members and School District employees concerning the interpretation of and compliance with this policy and State ethics laws.

#### Filing Complaints

Written complaints alleging a violation of this policy shall be filed with the Superintendent or School Board President.

#### Ethics Commission

In order to effectively manage the receipt of complaints concerning violations of this policy, as soon as possible after a complaint is filed, the Superintendent shall appoint a 3-member Ethics Commission. If the Superintendent is the subject of the complaint, the School Board President shall perform this duty. Commission members may be any District resident, except that no person shall be appointed who is related, either by blood or by marriage, up to the degree of first cousin, to the person who is the subject of the complaint.

At the Commission's first meeting, the Commissioners shall choose a chairperson from their number. Meetings shall be held at the call of the chairperson or any 2 Commissioners. A quorum shall consist of 2 Commissioners, and official action by the Commission shall require the affirmative vote of 2 members. The Commission shall have the following powers and/or duties:

1. To adopt procedures and timelines to manage a complaint and determine the complaint's disposition.
2. To investigate a complaint and receive information pertaining to it.
3. To hold a meeting, upon not less than 48 hours' public notice, with the complaining party and the person accused of violating the policy for the purpose

of determining the complaint's disposition. Both parties shall be given the opportunity to provide information concerning the complaint. The meeting may be closed to the public to the extent authorized by the Open Meetings Act.

4. To request the assistance of an attorney. To issue recommendations for disciplinary actions and/or refer violations to the appropriate State's Attorney for prosecution. The Commission shall, however, act only upon the receipt of a written complaint alleging a violation of this policy and not upon its own prerogative.
5. The powers and duties of the Commission are limited to matters clearly within the purview of this policy.

If the Commission finds it more likely than not that the allegations in a complaint charging a Board Member or employee with violating this policy are true, it shall notify the appropriate State's Attorney and/or recommend disciplinary action for an employee. If the complaint is deemed not sufficient, the Commission shall send by certified mail, return receipt requested, a notice to the parties of the decision to dismiss the complaint.

LEGAL REF.: 5 ILCS 430/1-1, et seq.