

COLLECTIVE BARGAINING AGREEMENT 2014 - 2016

PINCKNEYVILLE COMMUNITY HIGH SCHOOL DISTRICT No. 101

**Board of Education
&
Pinckneyville High School Education Association**

600 East Water Street

Pinckneyville, Illinois

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ARTICLE 1
RECOGNITION

1.1 **RECOGNITION**

The Board of Education of District 101, Perry County, Illinois (hereinafter referred to as the “Employer” or the “Board”) recognizes the Pinckneyville High School Education Association/IEA-NEA (hereinafter referred to as the “Association” or the “PHEA”) as the sole and exclusive bargaining representative for all full and part-time professional Employees (hereinafter referred to as the “Employee” or “Bargaining Unit Member”) excluding the Superintendent, principal, and other supervisory or confidential employees as defined in the Illinois Educational Labor Relations Act.

ARTICLE 2
MEDIATION

2.1 **MEDIATION**

It is agreed that in the event of mediation, the parties will jointly request the Federal Mediation and Conciliation Service (FMCS), pursuant to the Illinois Educational Labor Relations Act (IELRA), to mediate. Should FMCS be unavailable, the parties shall immediately commence discussion as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board (IELRB) shall be notified.

ARTICLE 3
GRIEVANCE PROCEDURE

3.1 **DEFINITIONS**

A grievance shall be any claim by the Association, an Employee, or group of Employees that the terms of this Agreement have been violated by the Employer.

- A. All time limits consist of school days. Except when a grievance is submitted fewer than ten (10) days before the close of the current school term, then time limits shall consist of all week days.

3.2 **PROCEDURES**

The parties acknowledge that an Employee and the Employer may resolve problems through free and informal communications. However, a grievance shall be processed as follows:

- A. **STEP I** - The grievant must present the grievance in writing within thirty (30) days after the grievant knows of the occurrence giving rise to the grievance. The grievance shall be presented to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's representatives, the grievant, and the immediately involved supervisor shall be present for the meeting. Within three (3) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.
- B. **STEP II** - If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step I answer. The Superintendent shall arrange with the

Association representative for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within five (5) days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

C. STEP III – If the Association is not satisfied with the disposition of the grievance at step II, it may, within ten (10) days after meeting with the Superintendent, request in writing a meeting with the Board of Education. Within fifteen (15) days after receiving the request, the Association's representative and the Board will meet with the aggrieved person and the Superintendent for the purpose of resolving the grievance.

D. STEP IV - If the Association is not satisfied with the disposition of the grievance at Step III, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the Employer within thirty (30) days of the date of the Step III answer, then the grievance shall be deemed withdrawn. If within fifteen (15) days of the filing of the demand with the Employer the parties cannot agree on an arbitrator, the demand shall be submitted to the American Arbitration Association which shall act as the administrator of the proceedings.

3.3 BYPASS

By mutual agreement, any step of the grievance procedure may be bypassed.

3.4 CLASS GRIEVANCE

Class grievances involving two or more Employees and one or more supervisors, and grievances involving an administrator above the building level, may be initially filed by the Association at Step II.

3.5 NO REPRISALS CLAUSE

No reprisals shall be taken by the Employer against any Employee because of the Employee's participation in a grievance.

3.6 COSTS

The fees and the expenses of the arbitrator shall be shared equally by the parties.

3.7 COURT REPORTER

If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter.

3.8 POSTPONEMENT

If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

3.9 SETTLEMENT

By mutual agreement, a grievance may be settled at any step without establishing precedent. Further, a grievance may be withdrawn within five (5) days of the Superintendent's written response under Step II without establishing precedent.

3.10 NO WRITTEN RESPONSE

If no written decision has been rendered within the time limits indicated by a step, then the grievance shall be deemed to be advanced to the next step.

3.11 EXPEDITED ARBITRATION

The Expedited Arbitration Rules of the American Arbitration Association shall be used unless at the time of the initial joint submittal one of the parties chooses instead the Voluntary Labor Arbitration Rules.

ARTICLE 4
EMPLOYEE RIGHTS

4.1 RULES AND REGULATIONS GOVERNING EMPLOYEES

Employee discipline shall be fair and exercised for just cause. Because staffing of extracurricular positions is not to be deemed disciplinary measures, this section shall not apply to such staffing decisions. Such decisions shall be based upon teacher interest, availability, and effectiveness as determined by the administration.

4.2 EMPLOYER HEARINGS/EMPLOYEE RIGHTS

When an Employee is required to appear before an administrator, an Employer committee, or Board of Education or Board of Education member concerning any matter which is disciplinary in nature, the Employee shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

4.3 EMPLOYEE NOTIFICATION OF ASSIGNMENTS

An Employee shall be given written notice of his/her tentative assignments for the forthcoming year as soon as practical, but no later than thirty (30) days preceding the first day of the new school term. In the event changes in such assignments are proposed, the Employee affected shall be notified promptly and consulted.

4.4 REDUCTION IN FORCE AND RECALL PROCEDURES

RIF

Reduction in force for certified employees shall be governed by School Code sections 24-11 and 24-12.

Recall

Within two (2) calendar years after a reduction in force, any position becoming available shall first be offered to the teachers reduced in the reverse order of the layoff, provided the teacher is certified to hold the position available. Notification of vacancy shall be sent by registered mail to the teacher's address on file.

Teachers on recall may decline an offer for a position which is part-time, without jeopardizing their rights to recall. If a teacher accepts an offer for a position which is part-time and a full-time position is later available, the teacher will be given first offer for such a full time position, if qualified. Reduction to part-time does not constitute a break in service.

Vacancies

As soon as possible following the Board's decision to fill a vacancy or create a new position, the Superintendent shall have posted a notice in the teacher workroom and shall email or hand deliver a copy to the Association President. In filling vacancies and new positions in the bargaining unit, the Board accepts the principle of District seniority, as one consideration that will be applied if all other criteria are equal. Such criteria include certification, qualifications, merit, ability, and relevant experience.

Involuntary Transfer

1. Any staff member who is affected by a change in assignment shall be notified and consulted by the principal as soon as possible. Any transfer which is not acceptable to the staff member involved shall be considered an involuntary transfer and subject to the provisions of this section.
2. An involuntary transfer shall be subject to the following provisions:
 - a. The Board will release the staff member from a contract if so requested.
 - b. A staff member shall not be assigned to a vacancy for which he/she is not qualified by certification (permanent or provisional).
 - c. Written notice of a proposed involuntary transfer shall be given to the staff member involved as soon as practical after the transfer is approved by administration and the board.

ARTICLE 5
ASSOCIATION RIGHTS

5.1 **BOARD MEETINGS - NOTIFICATION**

The president of the Association or his/her designee shall be given written notice of any regular or special meeting of the Board together with a copy of the agenda or statement of purpose of such meeting at the same time as forwarded to Board members, including revisions to the agenda.

5.2 **BOARD MINUTES - ASSOCIATION COPIES**

A copy of all Board minutes shall be mailed or placed in the mailbox of the president of the Association as soon as they have been approved.

5.3 **PERTINENT INFORMATION - ASSOCIATION**

The Board shall upon request furnish annual financial reports and audits; a register of certificated personnel; names, seniority and experience credit of all Bargaining Unit Members; and compensation paid thereto.

5.4 **ASSOCIATION ANNOUNCEMENTS**

Announcements of Association business may be placed on the bulletin board in the faculty lounge, in the daily bulletin, and in faculty mailboxes.

5.5 **ASSOCIATION VIEWS - STUDENT PRESENCE**

The Association's views on matters relating to supervisor-Employee or Board-Employee relationships shall not be discussed in the presence of students.

5.6 **NAMES - NEW EMPLOYEES**

Names of newly-hired Employees shall be provided to the Association within fourteen (14) days after their hiring.

5.7 **ASSOCIATION LEAVE**

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary, for an aggregate of six (6) days per year, providing that a written notice for leave has been submitted to the Superintendent seven (7) days in advance. Not more than two (2) Employees may utilize Association Leave on the same day.

5.8 **ASSOCIATION - ADMINISTRATION MEETINGS**

The Association President and/or the Association President's designated representative shall meet with the Superintendent as necessary for the purpose of discussing problems.

5.9 **DUES DEDUCTION**

Proper authorization for membership payroll deductions shall be the signature of the Employee on an authorization form prepared by the Association, approved by the Administration, and submitted to the Superintendent or his/her designee by September 1 of any school year. Such authorization shall remain effective from year to year unless the Employee cancels such authorization by notice in writing to the Superintendent and the Association prior to September 1 of any school year, to be effective for such year. Such payroll deduction shall be remitted to the Association within ten (10) working days following each pay period.

5.10 ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT

The Employer will allow the Association to use District facilities for committee, general or building Employee meetings outside of school attendance hours subject to reasonable advance notice, availability, and the Employer's right to be reimbursed for all costs incident thereto.

In addition, the Association shall have the right to use equipment including typewriters, mimeographing machines, other duplicating or printing equipment, calculating machines, audio-visual equipment, and computer and word processing equipment at reasonable times when such equipment is not in use. The Association shall pay for the reasonable cost of all materials, supplies, and operator, as well as other associated costs incident to such use.

5.11 FAIR SHARE

1. 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.
2. 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.
3. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
4. 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:
 - (a) The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a part if it so desires, and
 - (b) 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 all appellate levels.
5. 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 non-negligent 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.
6. 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 or a belief sincerely held with the strength of traditional religious 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

ARTICLE 6
WORKING CONDITIONS

6.1 **LENGTH OF WORKDAY**

The normal scheduled workday of Employees shall be from 7:45am to 3:15pm fifteen, with the first teacher designated period beginning at 8:00am and the last teacher-designated period ending at 3:00pm. The 15 minutes before and after is for activities such as tutoring, preparing, homework and assignment assistance, working with clubs, and hall monitoring. Although the Employer may schedule meetings or conferences during this and teachers' regularly allotted planning time, the Employer agrees not to schedule an unreasonable number of meetings or conferences that require the Employee's attendance. If an Employee has need to be absent from a regularly-scheduled monthly faculty meeting as published in the teachers' handbook, that absence needs to be approved by the principal in advance of the meeting.

A. **Lunch Period and Preparation Periods**

All full time teachers shall have a duty free lunch period of no less than thirty (30) minutes. During the term of this contract each full time teacher shall have a preparation period each day corresponding to a regular instructional period.

B. **ADDITIONAL LOAD COMPENSATION**

Any Employee with more than the normal teaching load as set forth in this Agreement shall receive additional compensation at the rate of 1/8 of his/her annual salary, exclusive of extra duty pay, for each teaching period of each day in excess of such norm.

If an Employee is required to substitute during his/her planning period or to assume multiple supervision (meaning assume the responsibility of another Employee's students simultaneously with his/her students), that Employee shall be paid an additional rate of \$25.00 for that class period.

6.2 **CALENDAR**

A. **SCHOOL YEAR**

The school year calendar shall consist of one hundred eighty (180) teacher attendance days, which may include four (4) institute/in-service days.

6.3 **PUPIL DISCIPLINE**

Student discipline, as used herein, shall mean the expectation and enforcement of a reasonable standard of orderly student behavior to permit effectuation of the educational program. Although the parties recognize that the Employee has the responsibility for the maintenance of student discipline within his/her classroom, the Board also recognizes its responsibility to give all

reasonable support and assistance to the Employee with respect to the maintenance of control and discipline in the classroom.

6.4 DISTANCE LEARNING *Will be re-written in conjunction with the Education Association to address the current goals and practices of the District.*

Section 6.4 shall be tabled for the 2014-15 school year and a memorandum of understanding shall be drafted and agreed upon by both parties permitting students currently enrolled in English 1101-1102 at Rend Lake – Murphy Wall Campus to redeem credit for English IV as a graduation credit. In year 2015 -16 dual credit offerings will be taught by PCHS certified staff in-house as the first option.

ARTICLE 7
EMERGENCY SCHOOL CLOSING

7.1 When the school and school offices are officially closed by the Superintendent, no leave days previously arranged by an Employee will be deducted for such emergency days.

ARTICLE 8
LEAVES

8.1 SICK LEAVE

By or on September 15 of each school year, each Employee shall receive an annual accounting of his/her accumulated sick leave. Sick leave days shall accumulate to 355 days.

Employees will be able to have the available number of sick days per year:

- A. Teachers with 0-9 years of service - 10 days per year
- B. Teachers with 10-19 years of service – 13 days per year
- C. Teachers with 20 or more years of service - 15 days per year

For new Employees starting in the 2009-2010 school year, “years of service” shall be defined as full-time employment service in the district. During September of a teacher's twentieth year of service to the district, the teacher will be awarded a 60 sick day bonus. The 60-day bonus will be in addition to the 15 days accrued for the year.

Accumulated unused sick leave days at the time of retirement which are not turned in to TRS for credit shall not give rise to payment from the District to the teacher.

8.2A PROFESSIONAL LEAVE

At the beginning of each school year for the term of this agreement, each Bargaining Unit Member shall be credited with a limit of three (3) days that may be used for professional leave to attend approved conferences, meetings, or workshops pertinent to the Employee's subject area. Professional leave shall only be utilized if the Superintendent determines in advance that the requested professional leave will be of significant benefit to the School District. Furthermore, the

Superintendent shall determine which events, such as various student contests, are of such benefit to the School District as to warrant teacher attendance without the time away from the classroom being charged to either professional leave or personal leave. Whenever the Superintendent determines that an event does not warrant attendance without the use of leave and, further, does not warrant approval of professional leave, the Employee may utilize one of the personal days provided for hereafter.

Professional Leave Days in addition to the three contractually provided may be assigned through administrative request.

8.2B PERSONAL LEAVE

At the beginning of each school year each Bargaining Unit Member shall be credited with two (2) days, which may be used for personal business that cannot be completed outside of school hours. Requests for personal leave shall be made to the Superintendent seven (7) days in advance, except in the case of emergency. No requests for approval will be considered after the absence has occurred. The first three (3) requests for personal leave to be used on a day immediately preceding or following a holiday, "not in attendance" day or vacation period submitted according to the provisions of this clause shall be granted, and all requests after those three (3) shall be denied, except in the event of an unavoidable emergency. Personal leave must be taken in increments of at least one-fourth day.

Unused personal days shall accumulate as sick leave, unless the Bargaining Unit Member requests to be reimbursed by June 15 of that school year. The Board will reimburse teachers at the rate of \$50 per day per year (two maximum) for unused personal days.

8.2C BEREAVEMENT LEAVE

The Board shall grant each Employee one (1) bereavement day each year without loss of pay. This leave shall be granted in ½ day increments. Bereavement leave shall not accumulate from year to year, and unused bereavement days shall not give rise to payment from the District to the Employee.

8.3 JURY DUTY

An Employee called for jury duty shall be paid his/her full compensation, but shall remit to the Employer any monies received by reason of such duty, exclusive of meal and mileage allowances.

8.4 CHILD REARING LEAVE

Child rearing leave of absence shall be granted without pay or loss of accrued sick leave, tenure, or seniority to any Bargaining Unit Employee who submits a written request for such leave. Child rearing leave of absence shall be granted in cases of adoption as well as natural born children. The effective date and termination date of this leave shall coincide with the beginning of a semester unless the Employer finds it is in the best interests of the District to allow a different beginning or ending date requested by the Employee. The length of the leave shall not exceed one year. An Employee shall not accrue sick leave or seniority while on child rearing leave. An Employee

temporarily incapacitated at the commencement of child rearing leave shall continue to have the Board pay the insurance premium for a period of time not to exceed one semester. Thereafter, an Employee may continue insurance coverage at the Employee's expense subject to the approval by the carrier. The Employee shall be responsible for any restrictions for reinstatement to the group plan if coverage is discontinued during the leave. The child rearing leave authorized by this section shall be concurrent with any unpaid leave for which an employee may qualify under the federal Family and Medical Leave Act and shall be utilized in accordance with Board policy.

8.5 LEAVE OF ABSENCE

Leaves of absence may be granted without pay to any tenured Employee who desires to return to employment in a similar capacity. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of instruction for students. Leaves of absence may be granted to tenured Employees according to the following conditions:

1. Written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.
2. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
3. Leave may be granted for:
 - a. advanced study leading to a degree at an approved university
 - b. sabbatical leave
 - c. extended sick leave
 - d. Other reasons acceptable to the Board which will improve the educational program in the District.
4. Employees on such leave may continue insurance benefits if they reimburse the District for any costs of benefits for which they apply.
5. The Employee shall notify the District of intention to return at least sixty (60) days before the end of the school year or the semester prior to resuming duties.
6. This provision shall not apply to leaves which are a statutory right of the employee. In such cases the employee shall comply with all statutory guidelines in making application or in notifying the Board.

ARTICLE 9

EMPLOYEE EVALUATION

9.1 EMPLOYEE EVALUATION

The parties acknowledge that the purpose of Employee evaluation is to seek improvement in instruction and job performance and to recognize excellence, as well as to document deficiencies.

The District, in cooperation with the Pinckneyville High School Education Association through a Performance Evaluation Reform Act (PERA) committee, has developed an evaluation instrument and process in accordance to the rules and regulations of the State Board of Education, the Public Education Reform Act, and Article 24A of the Illinois School Code, and shall be referred to as The Professional Educator Evaluation System. The District will not change The Professional Educator Evaluation System except in full cooperation with the Association. Any and all changes will be documented as revisions and approved by the Association and the Board of Education.

ARTICLE 10 PERSONNEL FILE

10.1 PERSONNEL FILE

Each Employee shall have the right, upon request, to review the contents of said Employee's personnel file and to place therein written reactions to any of its contents.

ARTICLE 11 COMPENSATION AND RELATED PROVISIONS

11.1 INSURANCE ALLOTMENT

The Board shall pay the premium to provide major medical, dental, and life insurance for all full time Employees.

11.2 RETIREMENT FUND CONTRIBUTIONS

The Board shall pay the Employees' contributions to the State of Illinois Teacher's Retirement System, including the Employees' required contribution to the Health Insurance Security Fund (THIS).

11.3 MILEAGE

Employees shall be paid at the current IRS approved rate for all mileage to perform duties for the District with prior approval.

11.4 PAYROLL INSTALLMENTS

Payroll checks shall be regularly issued on the 15th and 30th of each month subject to the following conditions:

- Regular pay dates in February shall be the 15th and 28th.

- If a regular pay date during the school term falls on a day when school is not in session, teachers shall receive pay on the last school day prior to the regular pay date.
- If a regular pay date falls on a Saturday or Sunday in the months of June, July, and August, checks shall be issued for the Friday prior to the regular pay date.

11.5 SCHOOL YEAR - SALARY SCHEDULE

The salary schedule shall be as set forth in Appendix A, which is attached to and incorporated into this Agreement. Such schedule shall be based on a 180-day school calendar as negotiated by the Board and the Association.

11.6 SALARY SCHEDULE ADVANCEMENT

Horizontal movement on the salary schedule requires:

- A. Successful completion of any graduate-level course in the faculty member's certification area(s) from an NCATE-accredited school or any graduate-level course which is required as part of the teacher's master's program at an NCATE-accredited school or any graduate-level course in the field of education from an NCATE-accredited university located in the State of Illinois or from the following: Washington University, St. Louis University, University of Illinois, Millikin University, Greenville College, McKendree college, any institution which acts as an extension for an NCATE-accredited institution.

-OR-

- B. Successful completion of other graduate-level course from any other accredited institution of education with approval by the Superintendent prior to initiation of the course.

- AND -

- C. Earning of a grade of B or better.
- D. Submittal of grade verification immediately upon receipt from the accredited institution of education with official transcripts presented to the Superintendent by September 15 of the school year for which advancement will be granted.

11.7 SUPPLEMENTAL JOBS - ADDED TO SALARY SCHEDULE

The supplemental pay schedule shall be as set forth in Appendix B which is attached to and incorporated into this Agreement.

11.8 SUPPLEMENTAL JOBS - PAYROLL PROCEDURES

Supplemental pay shall be added to the Employee's salary and paid in equal installments each pay period.

11.9 ADDITIONAL GRADUATE LEVEL COURSE WORK - COMPENSATION

The Board will pay \$125 per credit hour, up to three hours, for a maximum of \$375 per fiscal year (July 1 – June 30), towards tuition, fees, and books for graduate level course work within a teacher's teaching area. Courses must be pre-approved by the Superintendent.

11.10 AFTER SCHOOL SUPERVISION

Teachers who volunteer or are assigned after-school bus and/or parking lot supervision will be compensated at the rate of five dollars (\$5) per day per teacher for this duty. A committee of faculty members and administrator(s) will devise a rotation schedule, which will allow for the supervision of school parking lots with up to three (3) teachers per day.

11.11 SPECIAL EDUCATOR WORKLOAD

- A. It is the goal of the district to have the number of students assigned to an individual special education teacher's workload be equitable among special education teachers and not exceed 20 students. When the workload exceeds the goal of 20 students per special education teacher, the special education department and administration shall meet to address the workload issue. Students may only be assigned to the workload of special education teacher who sees those students in the classroom at sometime during the week. In determining how many students are included in a teacher's workload, the amount of time a teacher is projected to spend on the following activities shall be considered: individualized instruction; consultative services and other collaboration among staff members; attendance at IEP meetings and other staff conferences; testing; and paperwork and reporting (as required by the re-authorization of IDEA and Administrative Code 226).
- B. Employees required by Administration to attend IEP, annual review, re-evaluation, or manifestation determination meetings held outside the contractual workday shall be compensated at the contractual hourly rate of pay (\$25).

11.12 RETIREMENT INCENTIVE

- A. The District will pay a \$9,000 retirement incentive to any retiring Employee with twenty (20) years of continuous contractual service to the District and a total of 25 years or more in TRS at the time application is made to the Illinois Teachers' Retirement System and will at the time of retirement incur no ERO penalties for themselves or the District.
- B. The retiring certified employee shall deliver an irrevocable letter of resignation stating the effective date of retirement to the employer, so that the employer receives the letter on or before March 1 in the year in which the benefit distribution is to commence. For example, in order to initiate the pre retirement agreement (retirement effective in the 2007-2008 school year, or the 2008-2009 school year for people who wish to begin receiving the benefit in the 2006-2007 school year the prospective retiree must submit the letter before March 1, 2007.) If the employee wishes to retire in the same school year in which the notice is given, notice must be received on or before the first day of school in the school year of retirement. Notice may be received in the year of the employee's planned retirement, or up to three additional

years in advance of retirement (for people who wish to begin receiving the benefit in the year the letter is received).

C. Distribution.

1. The employer shall pay the required employee TRS contribution on the \$9,000 retirement incentive. The incentive plus the amount of the employer paid TRS contribution is the total benefit to be distributed.
2. Once calculated the total benefit amount (See 1 above.) shall be distributed as follows:

For each school year between the time the notice of retirement is given and the date of retirement beginning with the year the notice is given, the employee shall receive his/her regularly scheduled increases in creditable earnings, plus that portion of the benefit needed to result in the creditable earnings being 106% of the previous year's creditable earnings. The portion paid that is above his/her regularly scheduled increases shall be deducted from the total benefit amount. At the time of retirement any remaining benefit funds shall be paid as one lump sum following the last day of employment and receipt of the final payroll check. Such post retirement payment shall not be considered TRS creditable earnings.

3. In the final year, adjustments may be made as necessary to correct any salary assumptions used in lieu of a negotiated salary schedule which may have been used to demonstrate benefit distribution amounts for the retiring employee. The total benefit amount shall never be exceeded.
4. In calculation of the six percent (6%) increases, the amount may be rounded down to the nearest \$5.00 yearly to avoid TRS penalties.

In no event will the compensation and/or benefit increases exceed the threshold amount which triggers any obligation for the Board to pay additional amounts (in the form of a one-time payment or payments over time) to cover all or part of a teacher's retirement annuity or cover any Board paid penalty to TRS.

5. These provisions may be bargained at the discretion of the parties in a successor agreement; however, any employee offering a resignation under this Provision will receive the benefit as a minimum guarantee as outlined herein regardless of the inclusion of this provision in a successor agreement or the expiration of the agreement.
6. This provision shall be reopened for reconsideration upon the written demand to bargain by either party provided that the District becomes subject to TRS penalties under this provision, legislative changes or rule changes affecting what has come to be known as SB 7 for the purpose of negotiating appropriate revisions.

ARTICLE 12
CONTINUITY OF OPERATIONS

12.1 **NO STRIKE CLAUSE**

The Association agrees that under no circumstances will it authorize, sanction, instigate, condone or acquiesce in, nor will any member of the Association take part in any strike, withholding of services, or work stoppage of any kind or nature during the term of this Agreement. The Employer shall have the right to discipline any Employee whose actions are in violation of this provision.

ARTICLE 13
EFFECT OF AGREEMENT

13.1 **COMPLETE UNDERSTANDING**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

13.2 **CONTRACTUAL AMENDMENTS**

This Agreement shall constitute a binding obligation on both the Employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in a written and signed amendment to this Agreement.

13.3 **INDIVIDUAL CONTRACTS**

Any individual contract between the Employer and an individual Bargaining Unit Member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms and conditions of this or subsequent agreements to be executed by the

parties. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

13.4 CONTRACT VS. BOARD POLICY

This Agreement shall supersede and have precedence over any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with the terms of this Agreement.

13.5 SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any Bargaining Unit Member or Employee or group of Bargaining Unit Members or Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall be continued in full force and effect.

ARTICLE 14 **DURATION**

14.1 DURATION

This Agreement shall be effective upon execution and shall continue in effect until August 15, 2016.

PINCKNEYVILLE #101 HIGH SCHOOL
EDUCATION ASSOCIATION

PINCKNEYVILLE #101 HIGH SCHOOL
BOARD OF EDUCATION

By _____
Cheryl Clark, President & Negotiator

By _____
Dawn Kellerman-Smith, President

By _____
Mike Cheek, Negotiator

By _____
Greg Thompson, Vice-President & Negotiator

By _____
Adrienne Wilson, Negotiator

By _____
Brian Kellerman, Secretary & Negotiator

By _____
Diana Plumlee, Negotiator

By _____
Robert Waggoner, Negotiator

Date: _____
July 28, 2014

Date: _____
July 28, 2014