

**ARTICLE I**

**RECOGNITION**

- 1.1 The Board of Education of Unit School District #35, Clay County, Illinois, hereby recognizes the Unit Education Association of District #35, IEA/NEA, as the sole and exclusive bargaining agent for all regularly employed personnel required to be certified under Article 21 of the School Code of Illinois, except the Superintendent, Assistant Superintendent(s), Director of Vocational Education, Principals and other personnel who are required to spend a preponderance of their time in managerial or supervisory duties. The terms "District", "Board" or "employer" shall refer to the above named school District. The terms "teacher", "employee" or "bargaining unit member" shall refer to those employees covered by this Agreement. Members of the bargaining unit employed by the District on a part-time basis shall receive benefits on a pro-rata basis unless otherwise specified.

## ARTICLE II

### ASSOCIATION RIGHTS

#### 2.1 Payroll Deductions

The Board shall deduct from each employee's pay the current dues of the Association, provided that the Board has an employee's executed authorization for continuing dues deduction, the amount of which shall annually be certified by the Association. The payroll deduction form shall provide a period of time during which revocation of dues deduction may be made. Employees not revoking membership and deductions during such period shall be obligated for dues deduction until the next such period. All dues deducted by the Board shall be remitted to the Association within ten (10) calendar days after such deductions are made.

#### 2.2 Other Rights

- .1 Written notice of all regular and special (but not emergency) meetings of the Board, together with a copy of the agenda or statement of purpose of such meeting, shall be made available to the President of the Association at least twenty-four (24) hours prior to such meeting. A copy of the approved minutes, excluding the minutes of executive sessions, will be made available to the President of the Association the day following the Board Meeting at which the minutes were approved.
- .2 Two (2) copies of the approved minutes and Treasurer's Report for all Board meetings, excluding executive sessions, shall be made available to the President of the Association the day following approval by the Board.
- .3 Upon request, the Association shall be placed on the agenda of the regular meeting of the Board for purposes of reporting on matters of Association concern.
- .4 Upon request, the Board will furnish to the President of the Association a copy of the adopted Budget and the Annual Financial Report.
- .5 Use of District Facilities
  - a. The Association shall have the right to reasonable use of school buildings provided the areas have not been previously booked; prior notice has been given to the building principal at least twenty-four (24) hours in advance of the meeting, except in emergencies; and there is no interruption of the educational program. The Association will reimburse the District for actual expenses incurred resulting from the use of the building.

- b. The Association shall have the right to reasonable use of District office equipment on school premises, and will be responsible for reimbursing the District for all materials and supplies used in the operation of this equipment.
  - c. The District shall designate at least one (1) bulletin board in each building for use by the Association in posting official notices of its activities and matters of Association concern; however, the principal may direct the removal of any items posted on the bulletin board which in the principal's judgment may be offensive to other staff members, in poor taste or not appropriate for display.
  - d. The Association may use employee mail boxes for purposes of communicating with bargaining unit members.
- .6 Within thirty (30) days of ratification of this Agreement the Board shall make available to the Association sufficient copies of the Agreement for distribution to each member of the bargaining unit. The Association will pay to the Board fifty percent (50%) of the cost of the materials used to produce the Agreement copies.
- .7 Names and addresses of newly hired employees shall be provided to the Association within fourteen (14) days after their employment.
- .8 The Association will be given up to 45 minutes to speak at the new employee orientation.

### ARTICLE III

#### BOARD AUTHORITY AND MANAGEMENT RIGHTS

- 3.1 It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively in the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board. The decision of the Board of Education in matters pertaining to the determination and administration of school policy, the operation and management of the schools and the direction of employees shall be final.
- 3.2 It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

## ARTICLE IV

### NEGOTIATIONS PROCEDURE

- 4.1 The parties shall commence bargaining for a successor Agreement on or before May 1.
- 4.2 Each party to negotiations shall select its negotiating representatives provided, however, that the Board shall not select a member of the bargaining unit as herein defined as its representative, and the Association shall not select any employee of the School District unless such employee is a member of the bargaining unit as herein defined. The number of negotiating representatives, including observers, shall be limited to not more than six (6) persons for each respective team.
- 4.3 It is the mutual responsibility of both the Board and the Association to confer upon their designated representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Association and the Board for ratification.
- 4.4 It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement declares impasse. Should FMCS be unavailable the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement the Illinois Educational Labor Relations Board shall be notified.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### 5.1 Definition

A grievance shall mean a written complaint by a member of the bargaining unit that there has been an alleged violation, misinterpretation or misapplication of the specific provisions of this Agreement.

#### 5.2 Purpose

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, the purpose of which is to secure at the lowest possible administrative level equitable solutions to valid grievances which may arise.

#### 5.3 Representation

The grievant has the right to representation of choice in the grievance procedure. The grievant shall be present at all grievance discussions unless the Board, Association and the grievant mutually agree that the grievant's presence is not desirable or necessary. When the presence of the grievant at a grievance hearing is required by either party, illness or incapacity of the grievant shall be grounds for any necessary extension of grievance procedure time limits.

#### 5.4 Time Limits

All time limits consist of school days, except when a grievance is filed fewer than ten (10) days before the end of the school year and then the time limits shall consist of week days. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the grievance as rapidly as possible.

#### 5.5 Constraints

- .1 Any investigation or other handling or processing of any grievances by the grievant or the Association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of the District's employees.
- .2 Should the presence of the grievant or other employees be required at the arbitration hearing, they will be scheduled with no loss of pay. Arrangements will be made to assure the minimal impact necessary on the instructional program.
- .3 Failure of a grievant or the Association to act on any grievance within the prescribed time limits will act as a bar to any

further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.

- .4 If the Association or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement then the District shall not be required to process the same claim or set of facts through the grievance procedure.

## 5.6 Procedure

### Step One

It is desirable for an employee and the immediate supervisor to resolve problems through free and informal communications. Therefore, before a grievance is filed, the claimant shall discuss the claim with the most immediate supervisor.

### Step Two

If the complaint cannot be resolved informally, the complainant shall file the grievance in writing with the immediate supervisor, who shall certify by signature the date and hour the grievance was received. This certification shall be witnessed by the grievant. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement which are applicable and shall state the remedy requested. The filing of the formal written grievance must be within twenty (20) days from the date of the occurrence giving rise to the grievance or from the date the grievant should have been aware of the event. The supervisor shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) days after receipt of the grievance.

### Step Three

In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within ten (10) days of the immediate supervisor's written decision at Step Two, a copy of the grievance with the Superintendent. Within ten (10) days after receipt of the grievance the Superintendent or his designee shall meet with the grievant to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the grievant and the immediate supervisor.

### Step Four

If the grievance is not satisfactorily resolved at Step Three, the grievant shall file, within ten (10) days of receipt of the Superintendent's decision at Step Three, a request for a hearing with the Board. The Board shall meet with the grievant within fifteen (15) days after receipt of the request for a hearing. The Board, or their designee,

shall file an answer within ten (10) days of the hearing and communicate it in writing to the grievant, the Superintendent and the Association.

#### Step Five

If the Association is not satisfied with the disposition of the grievance at Step Four, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association and under its rules. If a demand for arbitration is not filed within thirty (30) days of the Step Four answer or the last response date, then the grievance shall be deemed withdrawn.

Expenses for the arbitrator's services shall be borne equally by the School District and the Association. Each party shall bear the cost of its own representation. If either party requests a transcript be made, that party shall bear the cost. If the other party desires a copy of the transcript, the cost shall be shared equally.

The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. The Arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement. In addition, the Arbitrator may hear testimony to determine the intent of the parties and/or the facts in the grievance.

#### 5.7 Association Not A Participant

When an employee is not represented by the Association at Steps One to Four the Association will be notified of any resolution and such resolution shall not be inconsistent with the terms of this Agreement.

#### 5.8 No Reprisals Clause

No reprisals shall be taken by the Board or the Administration against any employee because of the employee's participation in a grievance.

#### 5.9 By-Pass

If the Association and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

#### 5.10 Class Grievance

Class grievances involving one (1) or more employees or one (1) or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step Three (Superintendent).

5.11 Grievance Withdrawal

A grievance may be withdrawn at any step without establishing a precedent.

5.12 Records

Records relating to an individual's grievance will be marked confidential, but may be used in other proceedings, subject to 5.5.

## ARTICLE VI

### CLASSROOM TEACHING EVALUATIONS

- 6.1 The parties agree that the primary objective of the program to evaluate classroom teaching performance is to improve the quality of instruction.
- 6.2 The parties further recognize the value and importance of establishing a procedure for evaluating and assisting the classroom teaching progress and success of both probationary and tenure teachers.
- 6.3 Formal evaluation of classroom teaching performance shall be in accordance with the following procedure:
  - .1 The principal, or other administrator designated by the Superintendent, shall be responsible for the administration of the procedure for evaluating classroom teaching performance.
  - .2 During the first six (6) weeks of employment the designated administrator shall orient all teachers under his supervision as to the evaluation procedures and shall advise the teachers as to those administrators who may observe and evaluate this classroom teaching performance.
  - .3 Each formal written evaluation of classroom teaching performance shall be preceded by at least one classroom observation of at least twenty (20) minutes.
  - .4 A copy of each formal written evaluation of classroom teaching performance shall be given to the teacher and a conference held between the teacher and the evaluator within ten (10) school days of the classroom observation.
  - .5 In the event that the teacher feels the formal written evaluation of classroom teaching performance was incomplete or inaccurate, the teacher may put these objections in writing and have them attached to the evaluation report to be placed in the personnel file.
  - .6 The classroom teaching performance of probationary teachers shall be evaluated at least twice during each of the first two probationary years and at least once during each of years three and four of probationary employment.
  - .7 The final written report and any recommendations to the Superintendent for each probationary teacher shall be submitted at least sixty (60) days before the end of the current school term.

- .8 Reasonable effort will be made to evaluate the classroom teaching performance of a tenure teacher at least once a year; special consideration will be given tenure teachers who request such an evaluation. As a minimum, the classroom teaching performance of a tenure teacher will be evaluated once every two (2) years.
- .9 All formal evaluation of classroom teaching performance of a teacher shall be conducted openly and with full knowledge of the teacher.

6.4 The parties acknowledge that the procedure set forth in this Article pertains to the formal evaluation of classroom teaching performance and that nothing herein shall be construed as prohibiting or limiting the normal day-to-day observation and evaluation of a teacher's overall performance as a District employee, nor shall it hinder or limit the right of a Board to terminate the employment of a teacher under the applicable provisions of the School Code.

## ARTICLE VII

### TEACHER TERMINATION AND RECALL

#### 7.1 Reduction in Staff

- .1 If the Board determines it is necessary to have a reduction in staff among tenured teachers, the order of such dismissals shall be in inverse order to the teachers' seniority. All non-tenured teachers shall be dismissed before any tenured teacher is honorably dismissed so long as the tenured teacher is properly certified to displace a non-tenured teacher.
- .2 Seniority shall mean the amount of continuous service in the District. Periods of leaves of absence and periods of non-tenured part-time service, other than paid sick leave, shall not be counted in determining length of service. Part-time service to the District rendered on a tenure basis shall be prorated based on the normal school year and/or day.
- .3 If the length of service of teachers within the District shall be equal, preference shall be given by the following priorities: 1) total years of service within the District; 2) total amount of teaching experience in public schools; 3) academic preparation ranked as per horizontal placement on the salary schedule; 4) if a tie is unbroken by application of the above criteria, the tie will be broken by drawing of lots.
- .4 Any teacher honorably dismissed pursuant to this Article shall be eligible for recall, in reverse order of the dismissals, for the following school term or within one calendar year from the beginning of the following school term. Failure to respond within twenty (20) days to a notice sent by certified mail to the last address supplied by the teacher will void recall rights.
- .5 The Board in consultation with the Association will establish and maintain a seniority list of all District tenured teachers. The seniority list will reflect the criteria called for in this Article and shall be provided to the Association President and be made available for review by all teachers within the District by February 1 of each year. Any disagreements with the seniority listing will be made known to the Superintendent by March 1 of each year.

**ARTICLE VIII**

**EMPLOYMENT CONDITIONS**

8.1 Work Year

Members of the bargaining unit shall have a work year consisting of one hundred eighty-one (181) working days of which one hundred seventy-seven (177) will be student attendance days. The Board may, at its option, increase this to one hundred eighty-two (182) days with the payment of an additional per diem amount with said amount determined by dividing the amount shown on the salary schedule, Appendix A, for Step 0 of the BS column by one hundred eighty-one (181). The additional day(s) above one hundred eighty-one (181) shall be non-teaching workshops. The Association will be consulted on the use of the day(s) above one hundred eighty-one (181); however, the final determination as to the use shall remain with the Board.

8.2 Duty Free Lunch Period

Teachers shall be entitled to a duty-free lunch period in accordance with Section 24-9 of the School Code of Illinois.

8.3 Teaching Assignments

- .1 Teachers shall be given written notice of their tentative regular teaching assignments for the forthcoming school term no later than the last teacher work day of the school year. In the event of a subsequent major change in teaching assignment, the teacher will be notified promptly at the last known address. If a change in assignment is not acceptable, the teacher shall be allowed to resign without prejudice, providing the teacher submits a written resignation to the Superintendent within five (5) days of receiving notification of the change in assignment.

8.4 Promotions and Transfers

- .1 Information regarding teaching positions which are available shall be posted in each attendance center for a period of at least five (5) days. During the summer vacation no posting of vacancies is required. Members of the bargaining unit interested in a transfer shall provide a written notice of such interest to the Superintendent prior to the last day of the school term. If an opening occurs during the summer vacation which is consistent with the written notice of interest provided to the Superintendent, the member will be contacted and advised of the opening.
- .2 Staff members may apply for any vacancy for which they qualify. Application shall be in writing to the Superintendent. Vacancies will not be filled on a permanent basis until the five (5) day posting period has expired. In an emergency a position may be

filled on a temporary basis but such temporary assignment shall not extend beyond the end of the semester in which the vacancy occurred.

- .3 The selection of personnel to staff a building shall be the responsibility of the Superintendent. Maintaining the quality of the educational program will be the primary consideration followed by the Superintendent in determining staff assignments.
- .4 Involuntary transfers may be made when necessary to best utilize the staff or when the Board considers it in the best interests of the students and the District. The administration shall consult with the teacher before an involuntary transfer is made. Any teacher involuntarily transferred shall be permitted to resign without prejudice if the transfer is unacceptable to them by giving written notice to the Superintendent within five (5) days of notification of the change in assignment.

#### 8.5 Personnel File

Members of the bargaining unit shall have the right, upon request and at a time mutually convenient to the parties, to review the contents of their own personnel file as maintained by the District. Privileged information, such as letters of reference, shall be specifically exempted from such a review. A staff member may write a response to any material contained in their personnel file and this response will also be placed in the member's personnel file.

#### 8.6 Employee Discipline

- .1 When a member of the bargaining unit is required to appear before the Superintendent or the Board concerning any matter which could adversely affect the member's employment, the staff member shall be given reasonable prior written notice of the reasons for such meeting and shall be entitled to have a personal representative in attendance at said meeting.
- .2 The discipline of a teacher, including the issuance of a written reprimand, shall be based upon reasonable cause.
- .3 Dismissal of teachers shall be in accordance with the provisions of Section 10-22.4 of the Illinois School Code.

#### 8.7 Teacher Responsibilities

Teachers recognize that their responsibilities involve more than the time spent in student instruction and that their professional responsibilities extend beyond the classroom and beyond the regular work day. A teacher's responsibilities include such duties as: participation in student and parent conferences; supervision of students and maintenance of student discipline; attendance in departmental, building and intra-system meetings as scheduled; and assistance in the development of

curriculum. Teachers shall exercise their professional judgment to see that the above listed responsibilities are met. In addition, teachers under contract to perform those extra duties listed in Appendix B shall exercise their professional judgment to see that their responsibilities in these areas are met.

8.8 Release Time

With the approval of the Superintendent, Special Education teachers may be granted release time, up to two (2) days each school year, to evaluate students, develop IEP's and complete other reports. At the teacher's discretion, the days may be used in ½ day increments.

8.9 Planning Time

- .1 Each teacher in grades K-5 shall receive at least five periods of preparation time each week while students receive instruction in art, music and physical education or other instructional programs outside the regular classroom.
- .2 Each teacher in grades 6-12 shall receive at least one period per day of preparation time.

**ARTICLE IX**

**LEAVES OF ABSENCE**

9.1 Sick Leave

- .1 Each member of the bargaining unit shall be granted twelve (12) sick leave days per school year. Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household, birth, adoption, or placement of a child. For purposes of this Article immediate family shall be defined as: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles and legal guardians.
- .2 Serious illness is defined as being an illness which an attending physician would designate if requested as sufficiently serious to require the presence of the staff member at the bedside.
- .3 Unused sick leave may accumulate without limitation.
- .4 Staff members employed for a period of time longer or shorter than full-time teachers will be entitled to sick leave as follows:

<u>Days Employed</u>	<u>Sick Leave</u>
38 to 52	3 days
53 to 67	4 days
68 to 82	5 days
83 to 97	6 days
98 to 112	7 days
113 to 127	8 days
128 to 142	9 days
143 to 157	10 days
158 to 172	11 days
173 to 187	12 days
188 to 202	13 days
203 to 217	14 days
218 to 232	15 days
233 and greater	16 days

- .5 The Board may require a physician's certificate as a basis for pay for personal illness after an absence of three (3) consecutive days or as it deems necessary in other cases.
- .6 At the beginning of the school term each member of the bargaining unit shall be furnished a written statement setting forth the amount of sick leave available during the current school term.

9.2 Personal Leave

- .1 Each full-time member of the bargaining unit shall be granted two (2) days per year for personal business. A personal business day may be used for any purpose at the discretion of the bargaining unit member. An employee planning to use a personal business leave day shall notify the principal as early as possible in advance of the leave day, and, except in emergencies, shall be at least two (2) days prior to the day of the leave.
- .2 Personal leave may not be taken during the first three (3) days of school, the last five (5) days of school, on days when final examinations or special school programs are scheduled, or on the first working day preceding or following a vacation or holiday, except in emergency and/or other unusual situations as approved by the Superintendent.
- .3 No more than four (4) members of the bargaining unit may use personal leave on the same day except in an emergency and/or other unusual situations as approved by the Superintendent.
- .4 At the member's option unused personal leave days will be added to accumulated sick leave, or the member will be paid for the unused personal leave days at the rate of pay for a regular substitute teacher, or unused personal leave may be allowed to accumulate so the staff member will have available a total of up to four (4) days of personal leave in the following school year. No more than two (2) days of personal leave may be taken at any one time unless otherwise approved by the Superintendent.

9.3 Association Leave

- .1 Designated representatives of the Association shall be allowed to attend local, state or national conferences or other meetings pertinent to Association matters without loss of salary providing the following conditions are fulfilled:
  - .1 the aggregate number of days in any school term shall not exceed eight (8) days and no one (1) person may use more than four (4) days;
  - .2 the Association will reimburse the District the cost of a substitute teacher for all days of Association Leave taken;
  - .3 except in emergencies a written request for Association leave shall be submitted to the Superintendent at least five (5) days in advance of the absence and shall state the specific purpose of the meeting, the date of the meeting and the teacher who will attend the meeting; and
  - .4 no more than four (4) members of the bargaining unit may be absent for Association leave on the same day.

#### 9.4 Professional Leave

- .1 With the approval of the Superintendent, members of the bargaining unit may be permitted up to a maximum of two (2) days of leave per year for the staff member's professional improvement.
- .2 Professional leave days are to be used for job related purposes, such as: attendance at professional meetings or workshops devoted to instructional techniques and/or educational topics related to the staff member's teaching responsibilities; visitation at other schools or colleges to view other teaching techniques, programs or equipment; or similar professional experiences which will contribute to the staff member's professional growth.
- .3 A staff member planning to use a professional leave shall submit a written application to the Superintendent at least five (5) days prior to the date of the requested leave.
- .4 At the sole discretion of the Superintendent and in addition to time off without a deduction of pay, a staff member may be entitled to full or partial reimbursement of those reasonable expenses, such as mileage, registration fees, meals, room, etc. which have been approved in advance. The Superintendent also has the discretionary authority to provide a specific expense allowance in lieu of a reimbursement of expenses.
- .5 Professional leave days may not be taken during the first or last five (5) days of school, on days when final examinations or special school programs are scheduled, or on the first working day preceding or following a vacation or holiday, unless such restriction is waived by the Superintendent.
- .6 If an administrator requires a teacher to attend a job related meeting, workshop, etc., such attendance will not be charged against the two (2) days per year that may be allowed the individual for professional leave.

#### 9.5 Jury Duty

Staff members summoned to jury duty when school is in session shall receive full salary during the time the member is on jury duty provided the member pays to the District the fees received for performing jury duty service.

#### 9.6 Extended Leave Without Pay

- .1 Teachers may apply for extended leave of absence for a variety of reasons. The following conditions shall apply to all extended leaves of absence unless otherwise indicated:

- .1 A request for a leave of absence shall be in writing to the Superintendent, and whenever possible should be submitted at least thirty (30) days in advance of the leave.
- .2 To be eligible for an extended leave of absence a staff member must have completed a minimum of two (2) full school terms of continuous employment in the District and attained tenure status.
- .3 Granting of an extended leave of absence shall be at the discretion of the Board.
- .4 Extended leaves of absence will be without pay and salary increments shall not accrue during a leave of absence.
- .5 The initial leave period shall be limited to the duration of the current school term. Further extension of an extended leave of absence shall be at the discretion of the Board.
- .6 Under normal circumstances teachers will return from a leave of absence either at the beginning of the school term or the beginning of the second semester unless an alternate date is mutually agreed upon.
- .7 Accrued benefits earned at the time the leave begins shall be retained but no additional benefits shall accrue during the period of the leave. Accrued benefits shall be defined to mean tenure status, accumulated sick leave and placement on the salary schedule.
- .8 Staff members on extended leave shall, upon written request, be permitted to continue in the District's group insurance programs for a period of one (1) year from the date the leave begins, providing the member pays the premium and it is acceptable to the insurance carrier.
- .9 Written notice of intention to either return or resign shall be given to the Superintendent sixty (60) days prior to the expiration of the leave. Failure to furnish such written notice shall constitute a notice of resignation. Notice of intent to return shall not be considered as a waiver of the employee's right to submit a resignation at a later date in compliance with the School Code.
- .10 The Board may require a staff member on extended leave of absence to furnish a statement from a physician or a psychiatrist indicating whether a staff member is capable of returning to work.
- .11 Although staff members returning from an extended leave of absence cannot be assured of placement in the same position

which they held prior to going on leave of absence, every reasonable consideration will be given to returning them to their former position.

.2 The following listed leaves shall be considered as extended leaves of absence under the provisions of this Section of the Agreement:

.1 Maternity/Adoption/Child-Rearing Leave

Staff members may be granted leave of absence because of the forthcoming birth of a child, adoption of a child or for the care of a child resulting from either a birth or adoption. Sick leave shall not be applicable during a period of maternity/adoption/child-rearing leave except as otherwise provided in Section 9.1.1.

.2 Military Leave

Staff members inducted into the military service of the United States shall be granted an extended leave of absence for the period of their required military service.

.3 Extended Medical Leave

Staff members may apply for extended medical leave for health reasons for the remainder of a current school year. The request for such leave must be accompanied by a statement from a physician indicating that such leave is necessary for the physical or emotional well-being of the staff member.

.4 Advanced Study Leave

Staff members may apply for a leave of absence to pursue advanced study. Requests for this leave must be submitted on or before March 1 or November 1 preceding the school semester when the leave is to begin and shall include the line of study to be pursued and the college or university to be attended. The Board will make the decision in accordance with the best interests of the School District as far as programs, students and staff are concerned.

.5 Personal Leave

Staff members may apply for a leave of absence for personal reasons. Staff members will not be required to state the reason for the leave. Requests for personal leave must be submitted on or before March 1 preceding the school term when the leave is to begin. Prior to April 1 the Superintendent will make a recommendation to the Board in accor-

dance with the best interests of the School District as far as programs, students and staff are concerned.

9.7 Sabbatical Leave

- .1 Teachers who have been satisfactorily employed by the District on a full-time basis for six (6) consecutive years may be granted a sabbatical leave for a period of at least four (4) school months, but not in excess of one (1) school term, for resident study, research, travel or other purposes designed to improve the school system.
- .2 Sabbatical leave shall be conditional upon a plan for resident study, research, travel or other activities proposed by the teacher and deemed by the Board to benefit the school system by improving the quality and level of experience of the teaching staff.
- .3 Before a leave is granted, the teacher shall agree in writing that if at the expiration of such leave the teacher does not return to and perform contractual, continued service in the District for at least one (1) school year after the teacher's return, all sums of money received from the Board during the sabbatical leave will be refunded to the Board, unless such return and performance is prevented by illness or incapacity.
- .4 During sabbatical leave, the teacher shall be considered to be in the employ of the District, shall have a contract and shall be paid Ten Thousand Dollars (\$10,000) if the teacher has a bachelor's degree, Eleven Thousand Dollars (\$11,000) if the teacher has a master's degree, but not less than one-half (1/2) of the teacher's basic salary, provided, however, the District shall not be held liable for death or injuries sustained by the teacher while on sabbatical leave.
- .5 During the period of sabbatical leave the teacher shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted and has been approved by the Board.
- .6 Upon expiration of a sabbatical leave, and upon presentation of evidence satisfactory to the Board showing compliance with the conditions of the leave, the teacher shall be returned to a position equivalent to that formerly occupied.
- .7 The tenure status of a teacher on sabbatical leave shall not be affected. Further, seniority shall accrue and upon returning from sabbatical leave the teacher shall be restored to the same position on the salary schedule as if that teacher had worked in the District during the period of the sabbatical leave.

- .8 Reference to the "teacher's basic salary" means that individual's salary as derived from Appendix A but excluding any extracurricular pay, extended contract payments, or other salary adjustments and does not refer to the base or beginning teacher's salary from Appendix A.

**ARTICLE X**

**COMPENSATION AND BENEFITS**

10.1 Salary Schedule

The parties agree that during the four year term of this Agreement the District will increase the salary of staff members in four equal installments in an amount which pays the staff member's required current year (2008-2009) TRS contribution. By year 2012-2013 the teachers's full TRS contribution for the 2008-2009 school year (10.375% of the teacher's 2008-2009 salary) will be included in the teacher's salary. In addition, the District will increase the pay of each full time staff member an additional \$150 in each year of the Agreement.

The salaries of teachers employed by the School District subsequent to the 2008-2009 school year will be increased in an amount which includes such pro-rata share of the teacher's required TRS contribution that maintains the current established relationship between all cells on the salary schedule.

Salary schedules reflecting this calculation for 2009-2010, 2010-2011, 2011-2012 and 2012-2013 school years are as set forth in Appendix Schedules A-1, A-2, A-3 and A-4, which are attached hereto and incorporated into this Agreement.

10.2 Compensation for Special Assignments

The pay schedule for special and supplementary assignments shall be as set forth in Appendix Schedule B which is attached hereto and incorporated into this Agreement.

10.3 Insurance

- .1 Effective September 1, 2009 for employees participating in the group health insurance plan the District will contribute Two Hundred Fifty-Six Dollars (\$256.00) per month towards the cost of individual coverage or Three Hundred Forty-Nine Dollars (\$349.00) per month towards the cost of employee plus one, employee plus child, or full family coverage. For any increases in the premium in years 2010-2011, and 2011-2012, and 2012-2013 the District will increase its contribution to individual, employee plus child, and full family coverage by an amount equal to fifty percent (50%) of the first Forty Dollars (\$40.00) of any increase in the individual coverage.
- .2 If both spouses are employed by the District and are eligible for participation in the group insurance program the District will contribute the individual contribution amount (i.e. \$256.00 as of the date of this Agreement) for each employee toward the cost of full family insurance.

.3 Prior to any change in coverage or carrier of this group health insurance the Association will be allowed to make recommendations to the Board concerning these changes.

10.4 Travel

Teachers required by the District to use their personal vehicles in the course of their employment shall be reimbursed at the rate of forty cents (40¢) per mile in 2009-2010, forty-one cents (41¢) per mile in 2010-2011, forty-two cents (42¢) in 2011-2012, and forty-three cents (43¢) in 2012-2013, but not to exceed the then current rate approved by the Internal Revenue Service.

10.5 Sheltering Teacher Retirement Contribution

According to authority granted by the Pension Reform Act of 1974, Section 414(h)(2) of the Internal Revenue Code, the Board of Education agrees to pay to the Teacher's Retirement System on behalf of each teacher, from the established compensation schedule, the required contribution of each teacher which currently is nine and four tenths percent (9.4%) of each teacher's earnings. The Board will continue to pay to TRS from future established salary schedules, on behalf of each teacher, the required percentage of the teacher's respective gross scheduled earnings. Should any of the above be declared improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion, and the Board and its officers shall be held harmless for claims by the IRS related to tax monies due.

For example: \$20,000 - Gross Wages as per Appendices A and B  
                  1,880 - Board Payment to TRS (currently 9.4%)  
                  \$18,120 - Net Taxable Income

10.6 Pay Options

Each employee shall have the right to receive pay on either a ten (10) month or twelve (12) month basis. Should a pay day fall on a day school is not in session during the school term the pay shall be made available to the teacher on the last preceding school day unless the last preceding school day is more than two (2) days prior to pay day, in which event the pay will be directly deposited to the teacher's bank account or mailed to the teacher not later than one business day preceding the regular pay day.

10.7 Retiring Teacher Salary Enhancement Program

The Retiring Teacher Salary Enhancement Program is for the purpose of recognizing the service of those teachers who have been employed by the School District for ten (10) or more years and twenty (20) or more years and is made available in exchange for an irrevocable notice of resignation and retirement. The terms of the Retiring Teacher Salary Enhancement Program are as follows:

.1 Qualifications

In order to be eligible for the District's Retiring Teacher Salary Enhancement Program a teacher must meet the following qualifications:

- .1 As of the date of retirement the teacher must have been employed by the Flora Community Unit School District No. 35 as a certified staff member for not less than ten (10) years.
- .2 As of the date of retirement the retiring teacher must not be participating in any retirement program which requires a payment or contribution by the District.
- .3 Teachers electing to participate in the one year program shall, by no later than the first day of October of the year of retirement, submit to the Board of Education an irrevocable written letter of resignation and retirement advising the Board of the teacher's retirement at the end of the current school term.

Teachers electing to participate in the two year program shall, by no later than the first day of October preceding the year of retirement, submit to the Board of Education an irrevocable written letter of resignation and retirement advising the Board of the teacher's retirement at the end of the subsequent school term.

Teachers electing to participate in the three year program shall, by no later than the first day of October two years preceding the year of retirement, submit to the Board of Education an irrevocable written letter of resignation and retirement advising the Board of the teacher's retirement at the end of the school term two years out.

Teachers electing to participate in the four year program shall, by no later than the first day of October three years preceding the year of retirement, submit to the Board of Education an irrevocable written letter of resignation and retirement advising the Board of the teacher's retirement at the end of the school term three years out.

- .4 A teacher electing the salary enhancement program must work for the District the entire years of the salary enhancement plan selected. If a teacher fails to work the entire period the teacher shall refund to the District any additional compensation received as a result of participating in the retiring teacher salary enhancement program.

.2 Salary Enhancement

The salary enhancement provided under the terms of this program shall be as follows:

- .1 Qualifying teachers who have been employed by the District for a minimum of twenty (20) years and applying for this salary enhancement program shall have their prior year TRS creditable earnings increased in their final year(s) of employment by six percent (6%), which includes any required contributions to TRS.
- .2 Qualifying teachers who have been employed by the District for a minimum of ten (10) years and applying for this salary enhancement program shall have their prior year TRS creditable earnings increased in their final year(s) of employment by an amount equal to fifty percent (50%) of any increase which the teacher would have received if they had been employed by the District for a minimum of twenty (20) years.
- .3 For those teachers electing the two, three or four year program the calculation of the salary enhancement shall be cumulative with the calculation for each year being based upon the result of the prior year. Thus, in the second year the creditable earnings would be 106% of the 106% determined in year one.
- .4 The Board shall make the salary enhancement payment in a separate check by no later June 20th of each year the teacher participates in the Retiring Teacher Salary Enhancement Program and the amount of said payment shall be included in the teacher's gross salary for that school year as reported to the Illinois Teachers' Retirement System to insure the additional income is included in the calculation of the teacher's TRS pension.

.3 Other Conditions

In recognition that circumstances may change after a teacher has submitted an irrevocable letter of resignation and retirement in order to participate in the salary enhancement program, the following additional conditions are set forth:

- .1 In emergency situations a teacher may submit to the Board a written request to withdraw the irrevocable letter of resignation and retirement. Acceptance of the request is at the sole discretion of the Board. If the request is granted the teacher will be required to reimburse the District all amounts received by the teacher under the Retiring Teacher Salary Enhancement Program in excess of what the teacher would have otherwise received in a salary increase. In addition, as a condition of allowing the teacher to withdraw the irrevocable letter of resignation and retirement the Board may require the teacher to reimburse the District lost interest income on the salary enhancement payments made to the teacher, but such lost income shall not exceed four percent (4%) per year. A teacher allowed to withdraw from the Retiring Teacher Salary Enhancement Program will not be eligible for future participation in the Program.

- .2 The calculation of the salary enhancement, as set forth above, presumes that during the year(s) in which the teacher is receiving the salary enhancement the teacher will be providing the same level of service as provided in the base year used in the calculation. It would be inequitable either for the District to require the teacher provide additional services or for the teacher to provide less services. Accordingly, the following will apply:
- a) During the years(s) in which the retiring teacher is receiving the salary enhancement the Board will not require or compel the teacher to perform any additional duties which would otherwise increase the teacher's compensable earnings. (For example, the Board will not extend the teacher's contract or assign additional duties as set forth in Appendix B, Special Compensation Schedule.)
  - b) If, during the year(s) in which the retiring teacher is receiving the salary enhancement, the teacher is voluntarily providing less services, such as working less than full time, not responsible for an extra duty which was part of the teacher's assigned responsibility in the base year, or responsible for an extra duty paying a lesser salary than the extra duty which was part of the teacher's assigned responsibility in the base year, the calculation of the teacher's salary enhancement will be adjusted to reflect the reduction in the level of services being provided. (For example, if a teacher participating in the salary enhancement program received \$42,000 in TRS creditable earnings in the prior year, of which \$40,000 was salary and \$2,000 was for extra duties, but in the salary enhancement year(s) voluntarily discontinues performing the extra duty, then the six percent (6%) salary enhancement shall be based upon the \$40,000, not the \$42,000.)
  - c) If, during the year(s) in which the retiring teacher is receiving the salary enhancement, the teacher is involuntarily providing less services, such as working less than full time, not responsible for an extra duty which was part of the teacher's assigned responsibility in the base year, or responsible for an extra duty paying a lesser salary than the extra duty which was part of the teacher's assigned responsibility in the base year, the calculation of the teacher's salary enhancement will not be adjusted to reflect the reduction in the level of services being provided. (For example, if a teacher participating in the salary enhancement program received \$42,000 in TRS creditable earnings in the prior year, of which \$40,000 was salary and \$2,000 was for extra duties, but in the salary enhancement year(s) the District did not assign the teacher the extra duties or assigned extra duties

with lesser compensation, then the six percent (6%) salary enhancement shall be based upon the \$42,000, not the \$40,000.

.4 Other Considerations

The parties agree that during the term of this Agreement if any new law is enacted or any regulations are issued by the Illinois Teachers Retirement System which allows employees to earn creditable earnings in excess of six percent (6.00%) in any year without penalty to the School District or exempts any payments now required to be included in the six percent (6%) limitation, the parties will reopen negotiations for the sole purpose of addressing this provision of the Agreement.

10.8 Limitation on TRS Creditable Earnings

.1 During the term of this Agreement no employee shall receive an increase in creditable earnings reportable to the Illinois Teacher Retirement System in excess of six percent (6%) over the employee's creditable earnings for the prior year as reported to the Illinois Teacher Retirement System. This provision shall expire at the expiration of this contract and shall not be renewed unless the parties mutually agree on a successor provision.

.2 Exempted from this Limitation on TRS Creditable Earnings are:

.1 Single lane moves.

.2 Lane movement compensation for those individuals who as of August 22, 2006 are already in an approved master's degree program.

.3 Overload work as defined by TRS, and including summer school instruction.

.4 Payment for the State of Illinois or the State Board of Education over which the School District has no discretion.

.5 Compensation for those individuals who are not forty-five (45) years of age as of June 30 of the year in which the increase in their TRS creditable earnings exceed six percent (6%). Further, exemptions may be approved by the Board of Education for individuals whose known retirement age is greater than fifty-five (55) years of age.

.6 Compensation for placement into previously existing bargaining unit positions which require additional certification.

.7 Other situations as waived by the Board of Education, with the understanding that such waivers are on an individual basis, are at the sole discretion of the Board of Education, and are non-precedential. Situations to which this waiver

could be applicable, include, but are not limited to, additional extra-duty compensation.

- .8 Those compensations requested or approved by the administration. It is understood that the District shall bear the responsibility to track compensation. It is further understood that a decision by an administrator to not assign duties which would result in a member of the bargaining unit having TRS creditable earnings in excess of six percent (6%) is not subject to the grievance procedure.
  
- .3 If, during the term of this agreement, any new law is enacted or any new regulations are issued by the Illinois Teacher Retirement System which allows employees to earn creditable earnings in excess of six percent (6%) in any year without penalty to the School district or exempts payments now required to be included in the six percent (6%) limitation, the parties will reopen negotiations for the sole purpose of addressing this provision in the agreement with the understanding that the creditable earnings shall not decrease from six percent (6%) over the employee's creditable earnings for the prior year.

## ARTICLE XI

### EFFECT OF AGREEMENT

#### 11.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

#### 11.2 Savings Clause

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

#### 11.3 No Strike

- .1 During the term of this Agreement and any extension thereof, no employee covered by this Agreement shall ever or at any time engage in any strike, slowdown or other refusal to render full and complete services to the Board or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District. Further, during the term of this Agreement and any extension thereof neither the Association, its officers nor its agents shall instigate, support or engage in a strike, slowdown or other concerted refusal to render full and complete services nor a concerted effort to disrupt the operation of the School District.
- .2 No member of the bargaining unit shall be required to perform the normal assigned duties of striking members of other District bargaining units.
- .3 The Association, its officers and agents shall not support any employee covered by this contract who is in violation of this provision.
- .4 The Board retains its rights to seek legal or administrative relief from any violation of this provision.

#### 11.4 Waiver of Additional Bargaining

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties, and that the understandings and agreements arrived at by the parties after the exercise of that

right and opportunity are set forth in this Agreement. Therefore, the School District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice or custom to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

11.5 Term of Agreement

This Agreement shall be effective the first day of the 2009-2010 school term and shall continue in effect through the last day preceding the 2013-2014 school term.

This Agreement is signed this 19<sup>th</sup> day of October, 2009.

**IN WITNESS WHEREOF:**

For the Unit Education  
Association of District  
No. 35 - IEA/NEA

For the Board of Education,  
Flora Community Unit  
School District No. 35

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

APPENDIX A-1  
 FLORA COMMUNITY UNIT DISTRICT NO. 35  
 SALARY SCHEDULE  
 2009-2010

Step	BS	8	16	24	MS	8	16	24	MS+32 or EDS
0	34,277	34,765	35,252	35,740	36,227	36,714	37,202	37,689	38,176
1	34,924	35,411	35,899	36,386	36,873	37,361	37,848	38,335	38,823
2	35,570	36,058	36,545	37,032	37,520	38,007	38,494	38,982	39,469
3	36,217	36,704	37,191	37,679	38,166	38,653	39,141	39,628	40,115
4	36,863	37,350	37,838	38,325	38,812	39,300	39,787	40,274	40,762
5	37,510	37,997	38,484	38,971	39,459	39,946	40,433	40,921	41,408
6	38,156	38,643	39,130	39,618	40,105	40,592	41,080	41,567	42,054
7	38,802	39,290	39,777	40,264	40,751	41,239	41,726	42,213	42,701
8	39,449	39,936	40,423	40,910	41,398	41,885	42,372	42,860	43,347
9	40,095	40,582	41,070	41,557	42,044	42,531	43,019	43,506	43,993
10	40,741	41,229	41,716	42,203	42,690	43,178	43,665	44,152	44,640
11	41,388	41,875	42,362	42,850	43,337	43,824	44,311	44,799	45,286
12	42,034	42,521	43,009	43,496	43,983	44,470	44,958	45,445	45,932
13	42,680	43,168	43,655	44,142	44,630	45,117	45,604	46,091	46,579
14	43,327	43,814	44,301	44,789	45,276	45,763	46,251	46,738	47,225
15	43,973	44,460	44,948	45,435	45,922	46,410	46,897	47,384	47,871
16	44,619	45,107	45,594	46,081	46,569	47,056	47,543	48,031	48,518
17	45,266	45,753	46,240	46,728	47,215	47,702	48,190	48,677	49,164
18	45,912	46,399	46,887	47,374	47,861	48,349	48,836	49,323	49,811
19	46,558	47,046	47,533	48,020	48,508	48,995	49,482	49,970	50,457
20	47,205	47,692	48,179	48,667	49,154	49,641	50,129	50,616	51,103
21	47,851	48,338	48,826	49,313	49,800	50,288	50,775	51,262	51,750
22	48,497	48,985	49,472	49,959	50,447	50,934	51,421	51,909	52,396
23	49,144	49,631	50,118	50,606	51,093	51,580	52,068	52,555	53,042
24		50,277	50,765	51,252	51,739	52,227	52,714	53,201	53,689
25			51,411	51,898	52,386	52,873	53,360	53,848	54,335
26			52,057	52,545	53,032	53,519	54,007	54,494	54,981
27				53,191	53,678	54,166	54,653	55,140	55,628
28					54,325	54,812	55,299	55,787	56,274
29					54,971	55,458	55,946	56,433	56,920
30					55,617	56,105	56,592	57,079	57,567

NOTES:

- 1) Includes payment to Teachers' Retirement System.
- 2) A member of the bargaining unit with less than a Master's Degree who earns a minimum of eight (8) semester hours of approved graduate credit during the three (3) year period beginning August 21, 1991 and ending August 20, 1994 and thereby achieves an educational level of at least a BS+32, but has not received a Master's Degree, will be entitled to a salary increase of \$420 over his/her proper placement in the BS+24 column. Once the BS+32 has been achieved the \$420 salary increase over the BS+24 placement continues on an annual basis.

APPENDIX A-2  
 FLORA COMMUNITY UNIT DISTRICT NO. 35  
 SALARY SCHEDULE  
 2010-2011

Step	B.S.	8	16	24	M.S.	8	16	24	MS+32 or EDS
0	34,628	35,128	35,627	36,127	36,627	37,126	37,626	38,125	38,625
1	35,291	35,790	36,290	36,790	37,289	37,789	38,288	38,788	39,288
2	35,953	36,453	36,953	37,452	37,952	38,452	38,951	39,451	39,950
3	36,616	37,116	37,615	38,115	38,615	39,114	39,614	40,113	40,613
4	37,279	37,778	38,278	38,778	39,277	39,777	40,277	40,776	41,276
5	37,941	38,441	38,941	39,440	39,940	40,440	40,939	41,439	41,938
6	38,604	39,104	39,603	40,103	40,603	41,102	41,602	42,102	42,601
7	39,267	39,766	40,266	40,766	41,265	41,765	42,265	42,764	43,264
8	39,929	40,429	40,929	41,428	41,928	42,428	42,927	43,427	43,927
9	40,592	41,092	41,591	42,091	42,591	43,090	43,590	44,090	44,589
10	41,255	41,754	42,254	42,754	43,253	43,753	44,253	44,752	45,252
11	41,917	42,417	42,917	43,416	43,916	44,416	44,915	45,415	45,915
12	42,580	43,080	43,579	44,079	44,579	45,078	45,578	46,078	46,577
13	43,243	43,742	44,242	44,742	45,241	45,741	46,241	46,740	47,240
14	43,905	44,405	44,905	45,404	45,904	46,404	46,903	47,403	47,903
15	44,568	45,068	45,567	46,067	46,567	47,066	47,566	48,066	48,565
16	45,231	45,730	46,230	46,730	47,229	47,729	48,229	48,728	49,228
17	45,894	46,393	46,893	47,392	47,892	48,392	48,891	49,391	49,891
18	46,556	47,056	47,555	48,055	48,555	49,054	49,554	50,054	50,553
19	47,219	47,719	48,218	48,718	49,217	49,717	50,217	50,716	51,216
20	47,882	48,381	48,881	49,380	49,880	50,380	50,879	51,379	51,879
21	48,544	49,044	49,544	50,043	50,543	51,042	51,542	52,042	52,541
22	49,207	49,707	50,206	50,706	51,205	51,705	52,205	52,704	53,204
23	49,870	50,369	50,869	51,369	51,868	52,368	52,867	53,367	53,867
24	50,532	51,032	51,532	52,031	52,531	53,030	53,530	54,030	54,529
25		51,695	52,194	52,694	53,194	53,693	54,193	54,692	55,192
26			52,857	53,357	53,856	54,356	54,855	55,355	55,855
27			53,520	54,019	54,519	55,019	55,518	56,018	56,517
28				54,682	55,182	55,681	56,181	56,681	57,180
29					55,844	56,344	56,844	57,343	57,843
30					56,507	57,007	57,506	58,006	58,506
31					57,170	57,669	58,169	58,669	59,168

NOTES:

- 1) Includes payment to Teachers' Retirement System.
- 2) A member of the bargaining unit with less than a Master's Degree who earns a minimum of eight (8) semester hours of approved graduate credit during the three (3) year period beginning August 21, 1991 and ending August 20, 1994 and thereby achieves an educational level of at least a BS+32, but has not received a Master's Degree, will be entitled to a salary increase of \$430 over his/her proper placement in the BS+24 column. Once the BS+32 has been achieved the \$430 salary increase over the BS+24 placement continues on an annual basis.

APPENDIX A-3  
 FLORA COMMUNITY UNIT DISTRICT NO. 35  
 SALARY SCHEDULE  
 2011-2012

Step	BS	8	16	24	MS	8	16	24	MS+32 or EDS
0	34,945	35,457	35,969	36,481	36,993	37,505	38,017	38,529	39,041
1	35,624	36,136	36,648	37,160	37,672	38,184	38,696	39,208	39,720
2	36,303	36,815	37,327	37,839	38,351	38,863	39,375	39,887	40,399
3	36,982	37,494	38,006	38,518	39,030	39,542	40,054	40,566	41,078
4	37,661	38,173	38,685	39,197	39,709	40,221	40,733	41,245	41,757
5	38,340	38,852	39,364	39,876	40,388	40,900	41,412	41,924	42,436
6	39,020	39,531	40,043	40,555	41,067	41,579	42,091	42,603	43,115
7	39,699	40,211	40,722	41,234	41,746	42,258	42,770	43,282	43,794
8	40,378	40,890	41,401	41,913	42,425	42,937	43,449	43,961	44,473
9	41,057	41,569	42,081	42,592	43,104	43,616	44,128	44,640	45,152
10	41,736	42,248	42,760	43,271	43,783	44,295	44,807	45,319	45,831
11	42,415	42,927	43,439	43,951	44,462	44,974	45,486	45,998	46,510
12	43,094	43,606	44,118	44,630	45,141	45,653	46,165	46,677	47,189
13	43,773	44,285	44,797	45,309	45,821	46,332	46,844	47,356	47,868
14	44,452	44,964	45,476	45,988	46,500	47,011	47,523	48,035	48,547
15	45,131	45,643	46,155	46,667	47,179	47,691	48,202	48,714	49,226
16	45,810	46,322	46,834	47,346	47,858	48,370	48,882	49,393	49,905
17	46,489	47,001	47,513	48,025	48,537	49,049	49,561	50,072	50,584
18	47,168	47,680	48,192	48,704	49,216	49,728	50,240	50,752	51,263
19	47,847	48,359	48,871	49,383	49,895	50,407	50,919	51,431	51,942
20	48,526	49,038	49,550	50,062	50,574	51,086	51,598	52,110	52,622
21	49,205	49,717	50,229	50,741	51,253	51,765	52,277	52,789	53,301
22	49,884	50,396	50,908	51,420	51,932	52,444	52,956	53,468	53,980
23	50,563	51,075	51,587	52,099	52,611	53,123	53,635	54,147	54,659
24	51,242	51,754	52,266	52,778	53,290	53,802	54,314	54,826	55,338
25	51,921	52,433	52,945	53,457	53,969	54,481	54,993	55,505	56,017
26		53,112	53,624	54,136	54,648	55,160	55,672	56,184	56,696
27			54,303	54,815	55,327	55,839	56,351	56,863	57,375
28			54,982	55,494	56,006	56,518	57,030	57,542	58,054
29				56,173	56,685	57,197	57,709	58,221	58,733
30					57,364	57,876	58,388	58,900	59,412
31					58,043	58,555	59,067	59,579	60,091
32					58,722	59,234	59,746	60,258	60,770

NOTES:

- 1) Includes payment to Teachers' Retirement System.
- 2) A member of the bargaining unit with less than a Master's Degree who earns a minimum of eight (8) semester hours of approved graduate credit during the three (3) year period beginning August 21, 1991 and ending August 20, 1994 and thereby achieves an educational level of at least a BS+32, but has not received a Master's Degree, will be entitled to a salary increase of \$475 over his/her proper placement in the BS+24 column. Once the BS+32 has been achieved the \$475 salary increase over the BS+24 placement continues on an annual basis.

APPENDIX A-4  
 FLORA COMMUNITY UNIT DISTRICT NO. 35  
 SALARY SCHEDULE  
 2012-2013

Step	BS	8	16	24	MS	8	16	24	MS+32 or EDS
0	35,230	35,754	36,279	36,803	37,327	37,852	38,376	38,900	39,424
1	35,926	36,450	36,974	37,498	38,023	38,547	39,071	39,595	40,120
2	36,621	37,145	37,669	38,194	38,718	39,242	39,767	40,291	40,815
3	37,316	37,841	38,365	38,889	39,413	39,938	40,462	40,986	41,510
4	38,012	38,536	39,060	39,584	40,109	40,633	41,157	41,682	42,206
5	38,707	39,231	39,756	40,280	40,804	41,328	41,853	42,377	42,901
6	39,402	39,927	40,451	40,975	41,499	42,024	42,548	43,072	43,597
7	40,098	40,622	41,146	41,671	42,195	42,719	43,243	43,768	44,292
8	40,793	41,317	41,842	42,366	42,890	43,414	43,939	44,463	44,987
9	41,488	42,013	42,537	43,061	43,586	44,110	44,634	45,158	45,683
10	42,184	42,708	43,232	43,757	44,281	44,805	45,329	45,854	46,378
11	42,879	43,403	43,928	44,452	44,976	45,501	46,025	46,549	47,073
12	43,575	44,099	44,623	45,147	45,672	46,196	46,720	47,244	47,769
13	44,270	44,794	45,318	45,843	46,367	46,891	47,416	47,940	48,464
14	44,965	45,490	46,014	46,538	47,062	47,587	48,111	48,635	49,159
15	45,661	46,185	46,709	47,233	47,758	48,282	48,806	49,331	49,855
16	46,356	46,880	47,405	47,929	48,453	48,977	49,502	50,026	50,550
17	47,051	47,576	48,100	48,624	49,148	49,673	50,197	50,721	51,246
18	47,747	48,271	48,795	49,320	49,844	50,368	50,892	51,417	51,941
19	48,442	48,966	49,491	50,015	50,539	51,063	51,588	52,112	52,636
20	49,137	49,662	50,186	50,710	51,235	51,759	52,283	52,807	53,332
21	49,833	50,357	50,881	51,406	51,930	52,454	52,978	53,503	54,027
22	50,528	51,052	51,577	52,101	52,625	53,150	53,674	54,198	54,722
23	51,223	51,748	52,272	52,796	53,321	53,845	54,369	54,893	55,418
24	51,919	52,443	52,967	53,492	54,016	54,540	55,065	55,589	56,113
25	52,614	53,139	53,663	54,187	54,711	55,236	55,760	56,284	56,808
26	53,310	53,834	54,358	54,882	55,407	55,931	56,455	56,980	57,504
27		54,529	55,054	55,578	56,102	56,626	57,151	57,675	58,199
28			55,749	56,273	56,797	57,322	57,846	58,370	58,895
29			56,444	56,969	57,493	58,017	58,541	59,066	59,590
30				57,664	58,188	58,712	59,237	59,761	60,285
31					58,884	59,408	59,932	60,456	60,981
32					59,579	60,103	60,627	61,152	61,676
33					60,274	60,799	61,323	61,847	62,371

NOTES:

- 1) Includes payment to Teachers' Retirement System.
- 2) A member of the bargaining unit with less than a Master's Degree who earns a minimum of eight (8) semester hours of approved graduate credit during the three (3) year period beginning August 21, 1991 and ending August 20, 1994 and thereby achieves an educational level of at least a BS+32, but has not received a Master's Degree, will be entitled to a salary increase of \$475 over his/her proper placement in the BS+24 column. Once the BS+32 has been achieved the \$475 salary increase over the BS+24 placement continues on an annual basis.

APPENDIX B

FLORA COMMUNITY UNIT SCHOOL DISTRICT NO. 35  
Special Compensation Schedule  
2009-2013

<b><u>Group I</u></b>	<b>15.0%</b>	<b><u>Group X</u></b>	<b>4.5%</b>
Unit Athletic Director		HS Ass't Baseball	
HS Head Boys Basketball		HS Ass't Softball	
HS Head Girls Basketball		JH Cheerleader Sponsor	
HS Head Football		JH 6th Gr. Boys Basketball	
		JH 6th Gr. Girls Basketball	
<b><u>Group II</u></b>	<b>12.5%</b>		
HS Band Director			
HS Head Volleyball		<b><u>Group XI</u></b>	<b>4.0%</b>
		HS Locust Log	
<b><u>Group III</u></b>	<b>9.0%</b>	HS FFA	
JH Band Director (6-8)		HS FHA	
		Elem. Band Director (4-5)	
<b><u>Group IV</u></b>	<b>8.5%</b>		
HS Ass't Boys Basketball		<b><u>Group XII</u></b>	<b>3.0%</b>
HS Ass't Girss Basketball		HS Senior Class Sponsor	
HS Ass't Football		HS Weight Program	
JH 8th Grade Boys Basketball		HS National Honor Society	
JH 8th Grade Girls Basketball		HS Student Council	
		HS Cheerleader Sponsor - Football	
<b><u>Group V</u></b>	<b>8.0%</b>	JH Scholastic Bowl	
HS Scholastic Bowl		JH Baseball (8th)	
HS Cheerleader Sponsor -		JH Softball (8th)	
Football and Basketball		JH Volleyball (8th)	
<b><u>Group VI</u></b>	<b>7,5%</b>	<b><u>Group XIII</u></b>	<b>2.0%</b>
HS Baseball		HS Computer Club	
HS Softball		HS Future Business Leaders	
HS Golf		HS Pep Club	
HS Boys Tennis		HS Varsity Club	
HS Girls Tennis		JH Volleyball (7th)	
HS Boys Track			
HS Girls Track		<b><u>Group XIV</u></b>	<b>1.5%</b>
HS Ass't volleyball		HS Sophmore Class Sponsor	
		HS Freshman Class Sponsor	
<b><u>Group VII</u></b>	<b>6.5%</b>		
JH 7th Grade Boys Basketball		<b><u>Group XV</u></b>	<b>1.0%</b>
JH 7th Grade Girls Basketball		HS Eta Lamba Club	
		HS Spanish Club	
<b><u>Gropu VIII</u></b>	<b>5.5%</b>	HS French Club	
HS Musical Director		HS Science Club	
HS Drama Director		JH Student Council	
		JH Yearbook	
<b><u>Group IX</u></b>	<b>5.0%</b>	Elementary Yearbook Advisor	
HS Yearbook			
HS Jr. Class Sponsor		<b><u>Ball Game Workers</u></b>	
HS Cheerleader Sponsor - Basketball		Ticket Manager	\$500.00
JH Boys Track (6-8)		Ticket Takers (Varsity)	\$ 16.00
JH Girls Track (6-8)		(3+ games/session)	24.00
		Bench Workers	\$ 25.00
		Student Bus Supervision	\$ 16.00

**Extra Duty Teaching - Hourly Rate**

2009-2010	\$25.00
2010-2011	to be determined
2011-2012	to be determined
2012-2013	be determined

**Longevity Incentive**

Those members of the bargaining unit who accept the responsibilities for the same special compensation schedule positions for an extended period of time shall have the percentage compensation for that position as set forth above increased by the following amounts:

	YEARS		
	<u>1 - 10</u>	<u>11 - 20</u>	<u>21 &amp; over</u>
<u>      </u> Groups I & II	Base	+ 1.40%	+ 1.40%
Groups III to VI	Base	+ .80%	+ .80%
Groups VII to XI	Base	+ .50%	+ .50%
Groups XII to XV	Base	+ .20%	+ .20%

Current members of the bargaining unit filling special compensation positions will be given credit on the Special Compensation Schedule, Appendix B, for current years of continuous years of service within the School District.

If a member of the bargaining unit has a break in service in a position and then accepts that same position after an absence, then that member starts over at one year of service on the longevity incentive chart.

### MEMORANDUM OF UNDERSTANDING

1. The parties agree to continue negotiations relative to the high school work schedule and Appendix B, Special Compensation Schedule. The negotiations of these two matters represents an agreed upon waiver of provision 11.4 of this Agreement. If the parties reach agreement on any changes to the current Agreement relative to these two items the mutually agreed provisions will be incorporated into this Agreement by a written Amendment as ratified by the Association and approved by the Board of Education.
2. If the premium increase for health insurance exceeds \$20 per month per employee, upon request of the Association the Board will join the Association in exploring other insurance alternatives (i.e. -rebid insurance, change coverage limits, etc.).

### STATEMENT OF CLARIFICATION

1. Maternity/Sick Leave

A teacher who works up to the date of disability is entitled to sick leave during the period of disability. A teacher who takes an unpaid leave of absence for any purpose, including maternity, and becomes disabled during the period of the unpaid leave is not eligible for sick leave.

**AGREEMENT**

**THE UNIT EDUCATION ASSOCIATION  
OF DISTRICT NO. 35 - IEA/NEA**

**and**

**THE FLORA COMMUNITY UNIT SCHOOL  
DISTRICT NO. 35**

**2009 - 2013**

FLORA COMMUNITY SCHOOL DISTRICT NO. 35

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