

ARTICLE I
RECOGNITIONS AND DEFINITIONS

1.1 Recognition

The Board of Education of District 438, Livingston County, Illinois (hereinafter referred to as the “Employer or the Board”) recognizes the SEA-IEA-NEA (hereinafter referred to as the “Association” or the “Union”) as the sole and exclusive bargaining representative for all certificated Employees (hereinafter referred to as the “Employee” or “Bargaining Unit Member”) excluding supervisors, managerial, confidential, and short term employees, as defined by the Illinois Educational labor Relations Act.

1.2 Full-time Employee Benefits

All full-time employees included in the bargaining unit shall be provided all benefits and conditions in this Agreement, except as specified to the contrary.

1.3 Part-time certified employees

Employees included in the bargaining unit, working on other than a full-time basis, shall be provided benefits and conditions as specified in articles 1.3.1 and 1.3.2.

1.3.1 Insurance benefits shall follow eligibility requirements of the carrier.

1.3.2 Part-time certified employees shall be extended working conditions as provided in this agreement.

1.4 Definitions

A. Employee

The term “Employee” or “Bargaining Unit Member” includes any person holding a position as included in (1.1) of the Recognition Clause.

B. Duty Day

Duty Day(s) means day(s) during which bargaining unit members are required by contract to render service.

C. Duty time

Responsibility time begins at 7:45 A.M. and concludes at 3:30 P.M. Early dismissal may be an exception (e.g. prior to vacations). With permission of the Superintendent and responsibilities to students concluded, conclusion of workday may be prior to 3:30 P.M.

D. Instructional Days

Instructional day(s) means any day(s) pupils are present for instruction.

E. Daily Rate of Pay

Daily Rate of Pay means the bargaining unit member’s annual scheduled salary divided by the number of duty days required by the Collective Bargaining Agreement.

ARTICLE II TEACHER EVALUATION

2.1 Formal Evaluations

All monitoring or observation of the work of each Employee for a formal evaluation shall be conducted in person and with the knowledge of the Employee.

2.2 Notification of Evaluation Process

The building principal or immediate supervisor shall inform each Employee of the evaluation procedures, standards, instruments and job descriptions to be used for evaluation.

2.3 Purpose of Evaluations

The primary purpose of Employee evaluation shall be the improvement of employment skills contained in the job description in accordance with the provisions of this Agreement.

2.4 Evaluation Process

A. Initial Evaluation

The initial evaluation shall be preceded by a period of not less than five (5) working days prior to the evaluation. There shall be a fifteen (15) workday period between each evaluation unless otherwise requested by the Employee.

B. Non-Tenured Teacher

A non-tenured employee shall be formally evaluated not less than twice a year during the employee's probationary period. The administration shall strive to perform one 25 minute evaluation the first semester and one the second semester. These evaluations shall be visits to the classroom and will be completed prior to April 1.

C. Tenured Teacher

Tenured Employees shall be formally evaluated not less than once during each employment year. The classroom observation will last a minimum of twenty-five (25) minutes. No observations shall take place after April 1.

D. Pre-Evaluation Conference

Each evaluation shall be initiated by a pre-evaluation conference, between the evaluator and the Employee to be evaluated that shall include a review of the expectations of the parties, and an agreement on the dates, within a reasonable amount of time, and specific times for the observations.

E. SEA/IEA Representation

All employees shall have the right to have SEA representation present at any formal evaluation conference.

F. Remediation

As an initial step, the Superintendent shall provide the teacher with written assistance in improving the quality of teaching and eliminating the deficiencies noted in the evaluation. The responsibility for eliminating said deficiencies shall rest with the teacher. In the event a tenured teacher receives a summative performance rating of unsatisfactory, the remediation procedure found in the evaluation plan shall be utilized.

2.5 Follow-Up From Formal Evaluations

The teacher shall sign copies of the written evaluation and shall receive a copy of said evaluation. The formal evaluation will be discussed with the teacher within five (5) working days following the classroom visitation, or when mutually agreeable if the five (5) day limit cannot be scheduled. If the teacher feels that his/her formal evaluation is inaccurate or incomplete, he/she may put his/her concerns in writing, and attach to the formal evaluation form. The teacher will sign both the formal evaluation form and any other statement he/she wishes to enter into the personnel file.

2.6 Informal Evaluation

Nothing contained herein shall curtail the right of the Superintendent to use informal observations and other first-hand evaluative criteria for considering competency of the teacher. Any informal observations, which are used to evaluate the employee, shall be reduced to writing and discussed with employee prior to being placed in the teacher's personnel file.

2.7 Coaches Evaluation

Head coaches and assistant coaches shall be evaluated by the athletic director and/or principal within thirty (30) days after the close of the coaching season. The coach shall be provided with a copy of this evaluation within five (5) workdays of the date of the evaluation. At the request of the coach, a conference shall be held to discuss the evaluation.

ARTICLE III
ADMINISTRATIVE EVALUATIONS

All administrators and supervisors shall be rated annually by the faculty. The form provided shall contain a compiled summary of the evaluations with written comments. The evaluation form shall be approved by both the administrators and the "Association." This written form shall be submitted to the Board at the January meeting.

**ARTICLE IV
EMPLOYEE RIGHTS**

4.1 Right to Organize and Participate

Employees shall have the right to organize, join and assist the Association, to participate in negotiations with the Employer through representatives of their own choosing, and to engage in other activities, individually or in concert, for the purpose of establishing, maintaining, protecting or improving conditions of service and the quality of the educational environment or other mutual assistance.

4.2 School Code Rights

Nothing contained herein shall be construed to deny any Employee his/her rights under the School Code of the State of Illinois or under other applicable laws and regulations.

4.3 State and Federal Rights

The Employer shall not discriminate against any Employee with respect to hours, wages, or terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or in negotiations with the Employer nor shall the Employer discriminate against any Employee for their institution of any grievance, complaint, or proceeding under this agreement, the Illinois Educational Labor Relations Act, or any other Judicial or Administrative Agency.

4.4 Employer Hearings/Employee Rights

When any Employee is required to appear before an administrator or supervisor, an Employer committee, or Board of Education or Board of Education member, concerning any matter which is evaluative or disciplinary in nature, or which could adversely affect their terms and conditions of employment, the Employee shall:

A) be given at least forty-eight (48) hours prior written notice of the reasons for such meeting or interview and,

B) be entitled to have a representative of the IEA/SEA present to advise him/her and represent him/her during such meeting or interview.

4.5 Rules and Regulations

All policies, regulations, and rules of the Employer must be published and made available to anyone upon request. Copies of the Employee Handbook containing work policies, regulations and rules shall be distributed to each Employee in that building on the first day of school. Changes in existing policies, regulations and rules shall be given to each Employee and the Association immediately prior to enforcement.

4.6 Staff Meetings – Number Required

The SEA recognizes the need for professional staff meetings. The administration shall strive to conduct meetings with the teachers once per month.

**ARTICLE V
EMPLOYEE PROTECTION**

5.1 Behavioral Problems – Resolutions

When a student’s behavior disrupts the learning environment, appropriate action shall be taken by means of (1) teacher-student conference, (2) teacher-parent conference, and (3) teacher-parent-superintendent conference. In the event of voluntary nonparticipation by parents, appropriate course of action shall be taken by means of (1) teacher-student conference and (2) teacher-superintendent conference.

5.2 Salary Deductions

No deduction shall be made in the salary, benefits or advantage of an Employee in connection with any event mentioned in this Article.

5.3 Investigation of Complaints

It is the duty of the administration to investigate and to determine the validity of complaints brought to their attention. If the complaint has merit, the administrator needs to notify the employee that a complaint is being investigated, obtain the employee’s input and to then consult with and provide suggestions to the employee to help solve the problem. No unsubstantiated or anonymous complaint shall be used in the evaluation process.

5.4 Just Cause Discipline

No letter that adversely affects a teacher’s employment status shall be placed in his/her personnel file without knowledge of said teacher, and no employee shall be disciplined without just cause. Prior to the time such action is taken, written notice of the specific grounds forming the basis for disciplinary action will be delivered to the Employee, and the Association, if requested by the teacher.

5.4.1 Just Cause Procedure

Demotion, discipline or other involuntary change in the employment status of any Employee shall be preceded by:

- A. A conference with the Employee by the appropriate administrator prior to taking any action.
- B. A written explanation for the action to the Employee, and the Association, if requested.

5.4.2 Evidence Restrictions

Evidence not previously recorded in the Employee’s personnel file prior to the notification of the demotion, discipline, or other involuntary change in employment status shall not be used by the Board as a basis for its action.

5.5 Notification of Non-Renewal of Employment

A. Reduction in Force by Seniority

Procedure for Teacher Reduction: If the number of positions must be reduced, the teachers who are subject to reduction in force shall receive notice by certified mail return receipt requested at least sixty (60) days before the end of the school term together with a statement of honorable dismissal and the reason therefore in compliance with Tenure Laws.

**ARTICLE VI
ASSOCIATION RIGHTS**

6.1 Board Consultation - Association

The Board shall make every effort to consult with the Association on any considered or proposed building construction programs, considered or proposed annexation or consolidation plans, or revisions of Employee policy. The Association shall be given opportunity to consult with the Board and to make recommendations with respect to these matters prior to their adoption.

6.2 Association Leave

In the event that the SEA member(s) desire to send representative(s) to local, state, or national conferences or on other business pertinent to IEA/SEA affairs, the union shall be allowed 1 day total per school year without loss of salary.

6.3 NEA/IEA/SEA Participation – Employee Suspension, Demotion, Discharge

Any Employee charged with misconduct, neglect, or other violation which may lead to his/her suspension, demotion, or discharge shall have the right to be represented by the NEA/IEA/SEA in any meeting conducted by the Board or administration with such Employee regarding such charge. Prior to scheduling any such meeting or hearing, the Employee will be given at least forty-eight (48) hours notice of the nature of the charge and informed of his/her right to be represented by the NEA/IEA/SEA at such meeting.

6.4 NEA/IEA/SEA use of District Facilities and Equipment

The Employer will allow the Association to use District facilities and equipment for meetings. NEA/IEA/SEA members will be allowed to store NEA/IEA/SEA materials in their rooms or desks in a place not available to students.

6.5 Business by NEA/IEA/SEA Representatives on School Property

Representatives of the NEA/IEA/SEA shall be permitted to transact NEA/IEA/SEA business on school property.

6.6 SEA – Administrative Meetings

The administration and the SEA may meet when necessary for discussing problems.

6.7 The SEA recognizes the need for having four (4) SEA meetings per year.

**ARTICLE VII
PROFESSIONAL GROWTH**

7.1 **ADVANCEMENT ON THE SALARY SCHEDULE**

Teachers who earn credit in graduate courses may advance two (2) lanes (horizontally) on the salary schedule provided the following requirements are met:

- A) The teacher shall present a notification of intent to take a course to the board or designees in advance of beginning of course.
- B) Upon completion of the course, the following conditions must be met prior to the employee receiving the appropriate salary schedule placement.
 - 1) All hours must be earned at an accredited institution of higher learning, which is a member of National Collegiate Association of Teacher Education.
 - 2) Satisfactory completion of a course with a grade of “B” or better must be demonstrated by either a grade card or other writing bearing the University letterhead submitted to the superintendent by August 15.
 - 3) Once every three (3) years, or upon administrator’s request, an official transcript from the institution demonstrating successful completion must be on file in the office.

7.2 Teachers shall be advanced at the appropriate step on the salary schedule only at the beginning of the academic year.

7.3 Teachers must serve in the district for two consecutive years following tuition reimbursement. If the teacher leaves the district for any reason before two years elapses, the teacher will be required to repay the District the full amount of tuition reimbursement received in the preceding 24 months.

7.4 **TUITION REIMBURSEMENT** – Teachers may be reimbursed for courses subject to the following conditions:

- A) Reimbursement shall be \$150 per credit hour for a letter grade of “B” or better. There will be no reimbursement for a “C” or lower.
- B) Teachers will be reimbursed for up to 8 hours per year.
- C) All courses that are not part of an educationally relevant master’s program, must be pre-approved by the administration.
- D) Transcripts or grades bearing University letterhead certifying course completion with a course grade of “B” or better must be provided to be eligible for reimbursement within thirty (30) days of course completion.
- E) Reimbursement shall be made by separate check with no pension or tax deducted.

7.5 Up to ten (10) years experience will be given on the salary schedule for experience received outside the district.

7.6 No provision of this schedule will be retroactive to the extent of changing the position of any present teacher to a lower position on the schedule.

ARTICLE VIII
PROFESSIONAL GRIEVANCE PROCEDURE

8.1 Definition

8.1.1 A professional grievance is any claim by a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this agreement.

8.1.2 Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his supervisor and of having the grievance adjusted without the intervention of the SEA, provided the SEA has been notified and the adjustment is not inconsistent with the terms of this agreement.

8.2 Procedure

The parties hereto acknowledge that it is most desirable for a teacher and his supervisor to resolve problems through free and informal communications. When requested by a teacher, a SEA representative may accompany the teacher to assist in the resolution of the grievance. If however, such processes fail to satisfy the teacher, a grievance may be processed as follows:

8.2.1 The teacher may present the grievance in writing to the Superintendent immediately involved who will arrange for a meeting to take place within ten (10) working days or when mutually agreed upon after receipt of the grievance. The aggrieved teacher and the immediately involved supervisor shall be present for the meeting. The supervisor shall provide the aggrieved teacher with a written answer to the grievance within ten (10) working days or when mutually agreed upon after the meeting. This answer shall include the reason for the decision.

8.2.2 If the grievant is not satisfied with the disposition of the grievance, or if the time limits expire without the issuance of the superintendent's reply, the grievant may submit the grievance to the Board.

8.2.3 If the grievant is not satisfied with step two, it is submitted for final and binding arbitration through the American Arbitration Association. If the demand for arbitration is not filed within thirty (30) days of the date for step two answer, then the grievance shall be deemed withdrawn.

8.2.3.a Neither the Board nor the SEA shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the parties involved.

8.2.3.b The arbitrator shall have no power to alter the terms of this agreement.

8.2.3.c The arbitrator is empowered to include in any award such financial reimbursement or other remedies as he judges to be proper.

8.2.3.d Each party shall bear the full costs for its representation. The cost of the AAA shall be divided equally between the Board and the SEA.

8.2.3.e At the request of the grievant and in agreement with the Board and the Association, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

8.3 By-Pass Arbitration

If the grievant and the superintendent agree, step 8.2.1 of the grievance procedure may be passed and the grievance brought directly to step 8.2.2.

8.4 SEA Participation – Teachers represented

The Board acknowledges the right of the SEA grievance representatives to participate in the processing of a grievance at any level. No teacher shall be required to discuss any grievance if the SEA's representative is not present. The grievant must notify the superintendent or administrator involved, in writing, that he/she desires to have SEA representation at any step of the grievance procedure.

8.5 SEA Participation – Teacher Not represented

In cases where a teacher is not represented by the SEA, the SEA shall have the right to have its representative present to state its views at all stages of the grievance procedure.

8.6 Board – Administration Cooperation

The Board and the administration shall cooperate with the SEA in its investigation of any grievance.

8.7 No Reprisal Clause

No reprisal of any kind shall be taken by the Board or the administration against any teacher because of his/her participation in this grievance procedure.

8.8 Release Time

Should the investigation or processing of any grievance require that a teacher or a SEA representative be released from his/her regular assignment, he/she may be released with the approval of the superintendent or the Board. Pay, benefits, and the amount of time will be determined by each individual case.

8.9 Filing Material

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**ARTICLE IX
BOARD MEETINGS**

9.1 Board meetings – Notification

The president of the SEA or his/her designee shall be given written or oral notice of all meetings of the Board.

9.2 Board Briefs – SEA copies

A copy of all Board meeting briefs shall be distributed to SEA members no later than three (3) working days after the scheduled meeting.

9.3 SEA – Board Meetings

The SEA and Board recognize the importance of communication in maintaining good relationships and agree to meet when necessary for discussing problems. Meetings shall be held with reasonable written notice stating the item or items to be discussed.

**ARTICLE X
LEAVE**

10.1 Sick Leave

10.1.1 Each full-time employee serving in a position requiring teacher certification shall be entitled to ten (10) days of sick leave at full pay each school year.

10.1.2 Each part-time employee serving in a position requiring teacher certification shall be entitled to an annual number of full days of sick leave according to the following formula:

Full-time equivalency x 10 days – Full days of Annual Sick Leave

Full-time equivalency for this purpose shall be defined as that fraction of a regular full-time day for teachers (expressed to the nearest hundredth) that the person is required to be present at school for the performance of his/her assigned duties.

10.1.3 All sick leave shall accumulate to a maximum of 300 days in 2009/10; 310 days in 2010/11; and 310 days in 2011/12.

10.1.4 Sick leave is as defined in the school code. Any employee unable to work due to pregnancy may treat such disability as temporary disability and claim sick leave days available.

10.2 Sick Leave Bank

The Saunemin Community Consolidated School District #438, Board of Education shall permit the formation of a Sick Leave Bank (henceforth referred to as the “Bank”) for all participating certified personnel employed by the District. A governing Committee made up of a School Board Member, the superintendent, the SEA President, and an elected member from the eligible group will decide at the beginning of each school year if it is necessary to deposit additional days to the “Bank”.

10.2.1 Days from the sick leave “Bank” shall not be applicable to any disability related to medical procedures which could be safely deferred until a vacation, recess, or other non-work day(s) or hour(s). It shall not cover maternity leave or elective surgery on the eligible member. However, special consideration may be given in the instance of illness of an immediate family member of an eligible member.

10.2.2 An employee who has exhausted his/her accumulated sick leave days and subsequently has been absent from work more than three (3) consecutive workdays in connection with the same disability may make application to utilize days from the “Bank” in full-day units. Such request shall be submitted in writing to the Governing Committee and shall be accompanied by a doctor’s verification as proof of need. A member submitting an application may be required to undergo a medical review by a physician at any time at the member’s expense.

10.2.2.a Special consideration may be given to those employees who are non-contributors to the “Bank” by the Governing Committee. Requests must follow the same procedure as those of contributing members of the “Bank”.

10.2.3 Within five (5) workdays after receipt of the request, the Governing Committee shall determine if the requested day(s) should be approved; provided, there are sufficient days available in the “Bank”.

- 10.2.4 The Governing Committee shall respond, in writing, to the requesting employee within five (5) days of the approval/denial of said request. A copy will be sent to the School Board, the SEA, and the Superintendent.
- 10.2.5 A participating Employee may use a maximum of five (5) days for a first year member, ten (10) days for a second year member, and fifteen (15) days for all other members from the “Bank” during a school term.
- 10.2.6 An employee who is eligible to receive disability benefits under the Illinois Workers’ Compensation Act shall not be eligible to receive compensation through the Special Sick Leave Bank for the same days applicable to Workers’ Compensation.
- 10.2.7 Days remaining in the “Bank” at the end of one fiscal year will be carried over the next fiscal year. A fiscal year runs from July 1 to June 30.
- 10.2.8 Employees may donate up to ten (10) unused sick leave days to the “Bank” upon retirement from the District. Such donations shall be implemented upon the written request of the Employee to the Governing Committee. The aggregate annual donation of such days shall be limited to thirty (30) days.
- 10.3 Funerals
 - 10.3.1 One board paid funeral day will be allowed to attend a funeral as needed. Funeral days after the paid day will come from the employees sick days.
- 10.4 Personal Leave
 - 10.4.1 The Board shall grant three (3) days of personal leave without loss of pay. No reason for personal leave need be given. Unused personal leave days, three (3) of which are granted annually, shall accumulate to five (5) personal leave days that may be used consecutively upon accumulation. After five personal leave days available for use are accumulated, the additional unused personal leave days shall be added to the teacher’s accumulated sick-leave days. Total sick leave days shall not exceed 300 days in 2009/10; 310 days in 2010/11; and 310 days in 2011/12.
 - 10.4.2 Personal leave shall be granted for in-house substituting. In this system, the teacher who substitutes in another teacher’s class during his/her planning period(s) will accumulate periods of credit. Eight periods of credit (based on an eight period per day building schedule) will accumulate to give the teacher earning credits an additional personal leave day.
 - 10.4.3 Except in cases of emergencies, written advance notice of the necessity for personal leave shall be submitted as soon as possible to the superintendent or designee.
 - 10.4.4 At the discretion of the superintendent and with valid reason, one personal leave day may be used to extend a holiday or long weekend. Notice must be given to the administrator at least five (5) days in advance.
- 10.5 Leave of Absence
 - 10.5.1 A leave of absence of up to one (1) year without pay or benefits shall be granted to any teacher, upon application, for the purpose of participating in:
 - 10.5.1.a Exchanging teaching programs in other states, territories, or countries.

- 10.5.1.b Foreign or military teaching programs. (Military to be handled on exception basis.)
- 10.5.1.c Peace Corps, Teacher Corps, Job Corps, as a full-time participant. (Peace Corps to be handled on exception basis.)
- 10.5.1.d Cultural travel or work programs related to profession responsibilities.
- 10.5.1.e Child rearing leave.
- 10.5.2 To qualify for such leave, the teacher shall state his/her intention to return to the district.
- 10.5.3 The teacher shall advance the number of steps on the salary schedule equivalent to the time on leave.
- 10.5.4 The contractual continued service status of a teacher shall not be affected because of absence while on leave as provided herein.
- 10.5.5 A teacher must be employed in the Saunemin District #438 for a period of not less than five (5) years before such leave application will be considered except for maternity and child rearing leave.

10.6 Sabbatical Leave

- 10.6.1 A leave of up to one (1) year may be granted to members of the faculty for the purpose of continuing education.
 - 10.6.1.a To qualify for such leave, the teacher shall state his intention to return to the district.
 - 10.6.1.b The teacher shall advance the number of steps on the salary schedule equal to the time on leave.
 - 10.6.1.c The contractual continued service status of a teacher shall not be affected because of absence while on leave as provided herein.
 - 10.6.1.d A teacher must be employed in the Saunemin District #438 for a period of not less than five (5) years before such leave application will be considered.
- 10.6.2 If a sabbatical leave is granted for further schooling, this schooling is to be in the teacher's teaching field.

**ARTICLE XI
WORKING CONDITIONS**

11.1 Safe Working Conditions

The Board of Education shall make every effort to maintain a safe school environment.

11.2 Prep Periods

At least one prep period, up to 40 minutes per day, will be given to each certified staff member.

11.3 Break Periods

Employees shall be permitted to leave the school grounds only during their thirty (30) minute duty free lunch after signing out in the office, unless prior approval has been given by the administration.

11.4 Employee Notification of Assignments

Teachers will be notified of any change of assignment as soon as it is known by the administration and Board of Education. In no event shall changes in the Employee's assignments be made later than thirty (30) calendar days preceding the commencement of the next school term unless an emergency situation required the same.

11.5 Employee After School Time

11.5.1 On days before Thanksgiving, Christmas, and Spring Break, and on the occurrence of any school related evening events requiring the attendance of the entire staff, the staff may leave the work site after the dismissal of students. Qualifying events will be listed in the faculty handbook and discussed at the beginning of each school year. The administrator may also handle requests for early dismissal on an individual basis.

11.5.2 Teachers will be required to attend building meetings to their conclusion unless prior approval has been given by the administration. Meetings will include department meetings and all staff meetings.

11.5.3 It is mutually agreed that each staff member will make every effort to attend at least three (3) extra curricular activities during each school year. The allowed extra curricular activities will be addressed in the faculty handbook at the beginning of every school year.

**ARTICLE XII
COMPENSATION AND RELATED PROVISIONS**

12.1 Inoculations

Flu and Hep.B inoculations for Employees shall be provided by the Board. Staff participation shall be voluntary.

12.2 Allotment Insurance

The Board shall pay \$425/month for the 2009/2010 school year, \$450/month for the 2010/2011 school year, and \$475/month for the 2011/2012 school year towards a hospitalization, major medical, and prescription drug plan for each Employee and their dependents.

12.3 Selection of Carrier

The Association shall bargain the insurance carrier, benefits and funding for all insurance coverage, in collaboration with the School Board. The Association and the board shall receive from the insurance carriers all regularly prepared information on performance.

12.4 Payroll Installments

If desired, a new teacher shall be paid bi-monthly for the first month of the school term. The dates of payment shall be on the 1st and 15th of the month.

At the option of the teacher, a teacher may elect to be paid on a ten (10) or twelve (12) month payment schedule. This option must be declared no later than August 15th of the current year.

12.5 Salary Schedule

The salary schedule shall be as set for the appendix A, which is attached to and incorporated in this agreement. Such schedule shall be based on a 180 day school calendar as negotiated by the Board and the Association.

12.6 No provision of this schedule will be retroactive to the extent of changing the position of any present teacher to a lower position on the schedule.

12.7 Exceptions – The Board reserves the right to hire teachers in areas of critical shortage at a salary above salary schedule.

12.8 Direct Deposit

The District will provide direct deposit of payroll installments at the member's request.

12.9 Mileage reimbursement will be paid at the IRS rate

ARTICLE XIII
CONTINUITY OF OPERATIONS

13.1 No Strike Provision

The Association/Union agrees that it will not strike during the terms of this Agreement.

13.2 No Lockout Provision

The Employer agrees that it will not lockout any Bargaining Unit Member during the term of this Agreement.

ARTICLE XIV
EFFECTS OF CONTRACT

14.1 Complete Understanding

The terms and conditions set forth in this contract 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.

14.2 Individual Contracts

The terms and conditions of this contract shall be reflected in individual contracts or employment agreements.

14.3 Saving Clause

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

14.4 Inclusions

The parties agree that applicable Illinois statutory and case law and the Constitutions of the United States and the State of Illinois are hereby incorporated into this contract.

14.5 Term of Contract

This contract shall be effective July 1, 2009 to June 30, 2012.

ARTICLE XV
DURATION

15.1 Duration

This agreement shall be effective from 12:00 a.m. of July 1, 2009 and shall continue in effect through 11:59 p.m. of June 30, 2012 subject to other provisions of this agreement.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

President

President

Negotiating Committee Member

Member

Negotiating Committee Member

Member

Negotiating Committee Member

Superintendent

Date

APPENDIX A
SAUNEMIN COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 438

Benefits

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Base Salary	\$26,600	\$26,850	\$27,100
Index:	2.15%	2.16%	2.17%
Education:	\$575	\$575	\$575
Sal Schedule	20 years graduated schedule, no new column		
% off scale:	2.5% + base increase	2.5% + Base	2.5% + Base
Prof Growth:	\$150 per credit hour up to 8 hours/year		
Sick Leave:	300 days	310 days	310 days
Health Ins.:	\$425 month	\$450 month	\$475 month
Board Paid Retirement:	4% of gross pay for each full-time faculty member per year to TRS		
Mileage reimbursement:	IRS rate		

Activity Stipends

Speech Sponsor (2).....	225.00
Hosting County/State Speech Contest.....	200.00
Honors Club	200.00
Ticket Sellers.....	15.00 game
Scorers, Volleyball, Basketball, Track	30.00 night/session
Timers-Volleyball and Basketball.....	15.00 game
Starter – Track	30.00
Track Helpers (4).....	20.00 each
Math Teams	225.00
Hosting County Math Teams.....	200.00
Music – e.g. contests, winter and spring concerts, etc.....	600.00
Safety Patrol Coordinator.....	250.00
Summer Library Program.....	300.00
Head Teacher	600.00
Technology Coordinator.....	500.00

Coaching Salary

Years	Baseball	Basketball	Volleyball	Track	Asst. Track	Scholastic	Cheer	AD
1-3	\$1100	\$1800	\$1800	\$1100	\$600	\$700	\$700	\$1200
4-6	\$1250	\$2000	\$2000	\$1250	\$750	\$850	\$850	\$1400
7-9	\$1400	\$2200	\$2200	\$1400	\$950	\$1050	\$1050	\$1600
10+	\$1700	\$2500	\$2500	\$1700	\$1200	\$1200	\$1200	\$2000

It is understood that an assistant track coach will be hired after a need (15 athletes or more) is established.

APPENDIX B

Retirement Bonus Pay

Any teacher who provides the Board of Education with a signed letter of intent to retire at least one school year, but not more than two school years in advance of said retirement shall be entitled to an increase of not more than six percent total TRS creditable earnings each over the previous year's TRS creditable earnings. Retiring teachers will be paid the regular contractual salary amount during the year, with a lump sum payment in August to meet the six percent (6%) creditable earnings increase over the previous year.

All letters of intent to retire are binding and irrevocable.

The terms of this retirement incentive agreement are good through the 2011/2012 school year.

Saunemin CCSD #438
Salary Schedule
2009-2010

Base **\$26,600.00** % increase **2.15%** education **\$575.00**

	BA	BA+8	BA+16	BA+24	BA+32/MA	MA+8	MA+16
1	\$26,600.00	\$27,175.00	\$27,750.00	\$28,325.00	\$28,900.00	\$29,475.00	\$30,050.00
2	\$27,171.90	\$27,746.90	\$28,321.90	\$28,896.90	\$29,471.90	\$30,046.90	\$30,621.90
3	\$27,756.10	\$28,331.10	\$28,906.10	\$29,481.10	\$30,056.10	\$30,631.10	\$31,206.10
4	\$28,352.85	\$28,927.85	\$29,502.85	\$30,077.85	\$30,652.85	\$31,227.85	\$31,802.85
5	\$28,962.44	\$29,537.44	\$30,112.44	\$30,687.44	\$31,262.44	\$31,837.44	\$32,412.44
6	\$29,585.13	\$30,160.13	\$30,735.13	\$31,310.13	\$31,885.13	\$32,460.13	\$33,035.13
7	\$30,221.21	\$30,796.21	\$31,371.21	\$31,946.21	\$32,521.21	\$33,096.21	\$33,671.21
8	\$30,870.97	\$31,445.97	\$32,020.97	\$32,595.97	\$33,170.97	\$33,745.97	\$34,320.97
9	\$31,534.69	\$32,109.69	\$32,684.69	\$33,259.69	\$33,834.69	\$34,409.69	\$34,984.69
10	\$32,212.69	\$32,787.69	\$33,362.69	\$33,937.69	\$34,512.69	\$35,087.69	\$35,662.69
11	\$32,905.26	\$33,480.26	\$34,055.26	\$34,630.26	\$35,205.26	\$35,780.26	\$36,355.26
12	\$33,612.72	\$34,187.72	\$34,762.72	\$35,337.72	\$35,912.72	\$36,487.72	\$37,062.72
13	\$34,335.40	\$34,910.40	\$35,485.40	\$36,060.40	\$36,635.40	\$37,210.40	\$37,785.40
14	\$35,073.61	\$35,648.61	\$36,223.61	\$36,798.61	\$37,373.61	\$37,948.61	\$38,523.61
15	\$35,827.69	\$36,402.69	\$36,977.69	\$37,552.69	\$38,127.69	\$38,702.69	\$39,277.69
16		\$37,172.99	\$37,747.99	\$38,322.99	\$38,897.99	\$39,472.99	\$40,047.99
17			\$38,534.84	\$39,109.84	\$39,684.84	\$40,259.84	\$40,834.84
18				\$39,913.62	\$40,488.62	\$41,063.62	\$41,638.62
19					\$41,309.67	\$41,884.67	\$42,459.67
20					\$42,148.38	\$42,723.38	\$43,298.38

*off-scale = 2.5% of previous year salary + base increase.

**Saunemin CCSD #438
Salary Schedule
2010-2011**

Base **\$26,850.00** % increase **2.16%** education **\$575.00**

	BA	BA+8	BA+16	BA+24	BA+32/MA	MA+8	MA+16
1	\$26,850.00	\$27,425.00	\$28,000.00	\$28,575.00	\$29,150.00	\$29,725.00	\$30,300.00
2	\$27,429.96	\$28,004.96	\$28,579.96	\$29,154.96	\$29,729.96	\$30,304.96	\$30,879.96
3	\$28,022.45	\$28,597.45	\$29,172.45	\$29,747.45	\$30,322.45	\$30,897.45	\$31,472.45
4	\$28,627.73	\$29,202.73	\$29,777.73	\$30,352.73	\$30,927.73	\$31,502.73	\$32,077.73
5	\$29,246.09	\$29,821.09	\$30,396.09	\$30,971.09	\$31,546.09	\$32,121.09	\$32,696.09
6	\$29,877.81	\$30,452.81	\$31,027.81	\$31,602.81	\$32,177.81	\$32,752.81	\$33,327.81
7	\$30,523.17	\$31,098.17	\$31,673.17	\$32,248.17	\$32,823.17	\$33,398.17	\$33,973.17
8	\$31,182.47	\$31,757.47	\$32,332.47	\$32,907.47	\$33,482.47	\$34,057.47	\$34,632.47
9	\$31,856.01	\$32,431.01	\$33,006.01	\$33,581.01	\$34,156.01	\$34,731.01	\$35,306.01
10	\$32,544.10	\$33,119.10	\$33,694.10	\$34,269.10	\$34,844.10	\$35,419.10	\$35,994.10
11	\$33,247.05	\$33,822.05	\$34,397.05	\$34,972.05	\$35,547.05	\$36,122.05	\$36,697.05
12	\$33,965.19	\$34,540.19	\$35,115.19	\$35,690.19	\$36,265.19	\$36,840.19	\$37,415.19
13	\$34,698.84	\$35,273.84	\$35,848.84	\$36,423.84	\$36,998.84	\$37,573.84	\$38,148.84
14	\$35,448.33	\$36,023.33	\$36,598.33	\$37,173.33	\$37,748.33	\$38,323.33	\$38,898.33
15	\$36,214.01	\$36,789.01	\$37,364.01	\$37,939.01	\$38,514.01	\$39,089.01	\$39,664.01
16		\$37,571.24	\$38,146.24	\$38,721.24	\$39,296.24	\$39,871.24	\$40,446.24
17			\$38,945.36	\$39,520.36	\$40,095.36	\$40,670.36	\$41,245.36
18				\$40,336.74	\$40,911.74	\$41,486.74	\$42,061.74
19					\$41,745.75	\$42,320.75	\$42,895.75
20					\$42,597.78	\$43,172.78	\$43,747.78

*off-scale = 2.5% of previous year salary + base increase.

**Saunemin CCSD #438
Salary Schedule
2011-2012**

Base **\$27,100.00** % increase **2.17%** education **\$575.00**

	BA	BA+8	BA+16	BA+24	BA+32/MA	MA+8	MA+16
1	\$27,100.00	\$27,675.00	\$28,250.00	\$28,825.00	\$29,400.00	\$29,975.00	\$30,550.00
2	\$27,688.07	\$28,263.07	\$28,838.07	\$29,413.07	\$29,988.07	\$30,563.07	\$31,138.07
3	\$28,288.90	\$28,863.90	\$29,438.90	\$30,013.90	\$30,588.90	\$31,163.90	\$31,738.90
4	\$28,902.77	\$29,477.77	\$30,052.77	\$30,627.77	\$31,202.77	\$31,777.77	\$32,352.77
5	\$29,529.96	\$30,104.96	\$30,679.96	\$31,254.96	\$31,829.96	\$32,404.96	\$32,979.96
6	\$30,170.76	\$30,745.76	\$31,320.76	\$31,895.76	\$32,470.76	\$33,045.76	\$33,620.76
7	\$30,825.47	\$31,400.47	\$31,975.47	\$32,550.47	\$33,125.47	\$33,700.47	\$34,275.47
8	\$31,494.38	\$32,069.38	\$32,644.38	\$33,219.38	\$33,794.38	\$34,369.38	\$34,944.38
9	\$32,177.81	\$32,752.81	\$33,327.81	\$33,902.81	\$34,477.81	\$35,052.81	\$35,627.81
10	\$32,876.07	\$33,451.07	\$34,026.07	\$34,601.07	\$35,176.07	\$35,751.07	\$36,326.07
11	\$33,589.48	\$34,164.48	\$34,739.48	\$35,314.48	\$35,889.48	\$36,464.48	\$37,039.48
12	\$34,318.37	\$34,893.37	\$35,468.37	\$36,043.37	\$36,618.37	\$37,193.37	\$37,768.37
13	\$35,063.08	\$35,638.08	\$36,213.08	\$36,788.08	\$37,363.08	\$37,938.08	\$38,513.08
14	\$35,823.94	\$36,398.94	\$36,973.94	\$37,548.94	\$38,123.94	\$38,698.94	\$39,273.94
15	\$36,601.32	\$37,176.32	\$37,751.32	\$38,326.32	\$38,901.32	\$39,476.32	\$40,051.32
16		\$37,970.57	\$38,545.57	\$39,120.57	\$39,695.57	\$40,270.57	\$40,845.57
17			\$39,357.06	\$39,932.06	\$40,507.06	\$41,082.06	\$41,657.06
18				\$40,761.15	\$41,336.15	\$41,911.15	\$42,486.15
19					\$42,183.23	\$42,758.23	\$43,333.23
20					\$43,048.70	\$43,623.70	\$44,198.70

*off-scale = 2.5% of previous year salary + base increase.