

CONTRACT BETWEEN

**ANNA ELEMENTARY
DISTRICT NO. 37**

AND

**ANNA ELEMENTARY EDUCATION
ASSOCIATION,
IEA/NEA**

2014-2015

2015-2016

2016-2017

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ARTICLE I

Recognition

1.1 Recognition

The Board of Education of District No. 37, Union County, Illinois (hereinafter referred to as the "Employer" or the "Board") recognizes the Anna Elementary Education Association-IEA-NEA (hereinafter referred to as the "Association" or the "Union") as the sole and exclusive bargaining representative for all regularly employed certified Employees (hereinafter referred to as the "Employee", "Teacher", or "Bargaining Unit Member") exclusive of the Superintendent, all Principals and all others as defined by the Illinois Educational Labor Relations Act.

1.2 Part-time Benefits

Part-time teachers will receive all the contractual rights provided by this agreement and all benefits will be provided on a pro-rata basis unless otherwise specified.

1.3 Management Rights

The Board reserves unto itself, without limitation, all powers, rights and authority, duties and responsibilities conferred and vested in it by the laws of the Constitution of the State of Illinois and of the United States. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board and by the Board in adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE II

Teacher and Association Rights

2.1 Right to Organize

Teachers shall have the right to organize, join, and assist the Association and to participate in professional negotiations with the Board. The Board shall not discriminate against any teacher with respect to hours, wages, terms, and conditions of employment for reasons of his or her membership in the Association, participation in negotiations with the Board, or the institution of a grievance, complaint, or proceeding under this Agreement. Employee shall also have the right to refrain from these activities so long as they are in accordance with the provisions of Article X, Fair Share Agreement.

2.2 Personnel File

A. The teacher may examine his or her personnel file at any time that is mutually convenient for himself or herself and the Superintendent. The teacher shall have the right to attach an explanation to any materials that are placed in his or her personnel file. Each teacher shall receive a copy of each item placed in his or her personnel file by the administration at the time of placement.

- B. Any time a FOIA request is made by a third party and the District releases said materials held within a teacher's personnel file to that third party, the teacher shall be notified within 3 business days of the request and by whom the request was made. Teachers shall be given a copy of all documents given to a third party, naming the third party at the time they are released.

2.3 Rules and Regulations

All policies, regulations, and work rules of the Employer will be available to the Association upon request. Copies of teacher handbook and Board Policy manuals shall be available in each building. Changes in existing regulations and rules shall be made known to Employees. All changes which are related to wages, hours, and working conditions, either in a direct way or by impact and if mandatory subject shall be communicated to the employees and Association president prior to implementation.

2.4 Employee Discipline

Any employee who has reason to believe that any meeting requested by the Board or administration may be disciplinary in nature, or may result in discipline, shall be entitled to have an Association representative present to advise him/her and represent him/her during such meeting or interview. Teacher discipline shall be fair and reasonable and enforcement of such shall be progressive.

2.5 Association Matter - Board Agenda

The Board shall place the Association on the agenda of each regular Board meeting. The Association president or designee shall indicate whether the comments are most appropriate during the "Visitor and Correspondence" portion or the "New Business" (with three school days notice) of the Agenda. The Association shall be allowed to request agenda items for the Board of Education meeting.

2.6 Access Information

Upon request by the president of the Association, the Board shall provide one (1) copy of the following information to the president or designee of the Association:

1. Written notice of all regular and special meetings of the Board and a copy of the agenda or statement of the purpose of the meeting at least twenty-four (24) hours prior to the scheduled time of the meeting.
2. All open session approved Board minutes. Tentative minutes will be posted.
3. The Annual Budget - ISBE FORM 50-36
4. The Annual Financial Report - ISBE FORM 50-35

2.7 Meetings, Notices, and General Information

The Association may request and shall not without reason be denied the following:

1. The use of school buildings for meetings. Meetings are to be held after regular school hours, and the Association shall request permission from the principal for use of the building and designate a member to be responsible for the building;
2. The use of teacher mailboxes and a designated school bulletin board for the purposes of internal communications;

3. The use of the school equipment, typewriters, duplicating, and photocopying machines.

2.8 Dues Deduction

This Board shall deduct from the teacher's pay the current annual dues of IEA-NEA, provided that the Board has a teacher-executed authorization for continuing dues deduction. The amount shall annually be certified by the Association. The authorization shall remain in effect from year to year, except that the teacher may revoke it by September 1 of any year. The teacher may also revoke it when employment with this district ceases.

ARTICLE III

Grievance Procedure

3.1 Definitions

A grievance shall be any allegation by the Association, an Employee, or group of Employees concerning misapplication or interpretation of this agreement.

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

3.2 Procedures

The parties acknowledge that an Employee and the Employer may resolve problems through free and informal communications. However, a grievance shall be filed within 45 days of the event or knowledge of the event, which gave rise to alleged grievance.

- A. STEP I - The grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association's building representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.
- B. STEP II - If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step I answer. The Superintendent shall arrange, with the Association representative, for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.
- C. STEP III - If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the Employer within thirty (30) days of the date of the Step II answer, then the grievance shall be deemed withdrawn. If the parties cannot agree on an arbitrator, the demand shall be submitted to the American Arbitration Association, which shall act as the administrator of the proceedings.

The arbitrator will have no power to alter the terms of this agreement or by his/her recommendation add to or subtract from the provision of this agreement.

The arbitrator's decision will be based upon his/her interpretation of the meaning or application of the provisions of this agreement.

3.3 Bypass

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

3.4 Class Grievance

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

3.5 Release Time

Should an arbitration hearing held during the school day require that the grievant/representative be released from their regular assignment, they shall be released without loss of pay or benefits. Witnesses shall also be released for the period of actual testimony.

3.6 Filing of Materials

Grievance decisions shall not be filed in the personnel files of the Employees.

3.7 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

3.8 No Written Response

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

3.9 Arbitration

The Voluntary Labor Arbitration Rules of AAA shall be used.

3.10 Costs

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

3.11 Postponement

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

3.12 Settlement

By mutual agreement, a grievance may be settled at any step without establishing precedent.

3.13 Grievance Forms

All grievance forms shall be mutually developed and agreed to by the parties. (See attached Form – Appendix C)

ARTICLE IV

No Strike

4.1 No Strike

The Association, bargaining unit members, officers, agents, and members agree and understand that there will be no strike or withholding of service during the term of this agreement.

ARTICLE V

Working Conditions

5.1 School Calendar

A teacher advisory committee made up of the Association president and an Association representative from each learning center shall make recommendations to the Administration in January. The Superintendent shall provide the Association president or designee with a tentative school calendar for the upcoming school year. The Superintendent will communicate the Association's views regarding the tentative calendar to the coordinating Union County school districts, and will take all such feedback into consideration in establishing the Anna District #37 school calendar for the recommendation to the School Board for official adoption.

5.2 Length of Work Day

The length of the regular workday shall be 7 1/4 hours (currently 8:00 a.m. to 3:15 p.m.). In addition, employees shall remain on duty at least fifteen (15) minutes after student dismissal, except on days of staff meetings. On early dismissal days, unless faculty meetings or programs are scheduled, teachers may leave fifteen (15) minutes after student dismissal. Teachers on bus duty will remain on duty until the buses have left the school grounds. Teachers will be expected to attend open house unless approved absence is granted by the administration.

5.3 Preparation Periods

Junior High School employees shall be entitled to not less than one (1) unassigned planning period each day. Employees in charge of elementary classrooms are entitled to a preparation period. Preparation periods shall take place during the regularly scheduled class periods.

5.4 Class Size

The Board agrees to attempt to balance and maintain reasonable size of classes, study halls, and other supervisory stations. Any employee who feels his or her class load is detrimental to the educational process may present a written appeal to the administration for review of the problem.

5.5 Notification of Assignments

All employees shall be given notice of their tentative assignments for the forthcoming school year by the last week of school if at all possible but no later than June 30. In the event changes in such assignment are proposed, the employee affected shall be notified promptly. In no event shall changes in the employee's assignments be made later than August 5 preceding the commencement of the school term unless an emergency situation exists.

5.6 Extracurricular Activities

Employment in extracurricular activities shall be on a voluntary basis, unless an emergency exists. Proper compensation will be made to the Employee as set forth in the extra-duty stipends (Appendix B). Employment in these activities will be on a yearly basis. By March 15 of each school year, the principal will establish which teachers wish to continue in their present position(s). Should a teacher decide not to continue, he/she will tender his/her resignation by March 15. All openings, including any positions filled by persons outside the district, shall be posted at all three schools as of April 1. The district may seek to employ volunteers outside the district after April 15; however if other factors are equal preference will be given qualified faculty members

5.7 Simultaneous Responsibility Limitation

An employee shall not be asked to assume the responsibility of another employee's students simultaneously with his or her own students unless an emergency exists or unless he/she volunteers to do so.

5.8 Assistance for Student Control and Discipline

The primary responsibility for discipline in the teacher's assignment rests with the teacher. As the need arises, the employer will support and assist the employee with respect to the maintenance of control and discipline of the students. The employer or its designated representatives shall take reasonable steps to assist the employee with responsibility in respect to students who are disruptive or who repeatedly violate rules and regulations. Employees may not use physical force with a student unless it is necessary to protect themselves, fellow employees, an administrator, the student himself, or another student from attack, physical abuse, or injury, or to prevent damage to district property.

Teachers will be involved in developing the district discipline policy.

5.9 Reduction in Force (RIF) and Recall of Teachers

In the event of a decision by the Board to decrease the number of teachers employed, or to discontinue some particular type of teaching service, the Board of Education will comply with the Illinois School Code Section 24-12 regarding involuntary reduction in force ("RIF"). Following a reduction in force, should a teacher resign and a vacancy occur, or should the Board decide to increase the number of teachers creating a new or vacant position during a period of two (2) years from August 1 following the date of notice of reduction in teaching staff, the Board shall offer positions of reemployment to those teachers who were removed or dismissed during the reduction in force, in accordance with the sequence and procedures set forth in the *Illinois School Code Section 24-12*, and provided that the

teacher is certified for the position that has become open and is eligible for recall under School Code. Failure to respond to an offer to recall will relinquish further recall rights.

5.10 Classroom Requisitions

Employees may request classroom materials and/or classroom items through the requisition process. Employees will be notified on the first teacher institute day each year as to what items on their requisitions were ordered and what items were not ordered. The employee will be given a copy of the purchase order used for items approved whether during the summer or during the school year.

5.11 General Supply Allowance

Classroom teachers (excluding special education teachers) will be allowed an equitable amount annually, for the purchase of ordinary supplies for the school year. The administration may approve exceptions to the amount in unusual circumstances.

5.12 Posting of Certified Positions and Extracurricular Assignments

When a position in the district becomes available, the information concerning the position will be posted in some form so that all currently employed personnel will be aware of the opening. School personnel may apply for these positions by contacting the Superintendent in writing within 10 days of the posting date.

If the hiring for a position creates availability of another position in the district, the second position will also be posted. Other available positions resulting past the second opening will not need to be posted, however, school personnel may apply for these positions by contacting the Superintendent.

If positions become available during the summer vacation period, the Superintendent will notify the AEEA president or representative concerning the openings. The AEEA president will be responsible for notifying members concerning the openings. School personnel may apply for these openings by contacting the Superintendent in writing 7 days from notification to the president or representative. If any positions become available August 1 to the start of school the Superintendent will not need to notify the association or wait a certain amount of days unless the Superintendent desires.

ARTICLE VI

Employee Evaluation

6.1 Procedure for Formal Evaluation

A. Full Knowledge of Observation

All observation of the work of each teacher shall be conducted in person and with the full knowledge of the teacher.

B. Notification of Evaluation Process

Within two (2) weeks after the beginning of each school year, the principal shall acquaint each teacher under his or her supervision with the evaluation system as well as who will observe and evaluate his or her performance. If the evaluator is changed, the teacher will be notified immediately as to the new evaluator.

C. Teacher Evaluation

A teacher shall receive at least one (1) formal observation in the evaluating year by the superintendent, principal, or other district administrators. Each year the principal shall inform all tenured teachers of the names of those tenured teachers scheduled to be evaluated that year. Each observation for evaluation of teaching performance shall be at least fifteen (15) minutes in length.

6.1D. Pre-Observation Conference

The teacher shall be notified five (5) working days prior to the formal observation to allow for preparation. Each evaluation shall be initiated by a pre-evaluation conference between the administrator and the teacher to be evaluated. This conference shall include a review of the expectations of the evaluator and a clear understanding on the date and time for the observation(s).

6.1.E Evaluation Copy and Post-Evaluation Conference

Summative evaluations shall be reduced to writing and a copy given to the teacher within five (5) working days starting from the hour of the final visitation. The administrator and the teacher shall have a meeting to discuss the evaluation at a time that is mutually convenient to both of them.

If the teacher disagrees with the evaluation, he or she may submit a written response, which shall be attached to the file copy of the evaluation in question.

6.1.F Evaluation Ratings

If the administrator believes a teacher is doing unsatisfactory work, the administrator shall inform the teacher in specific terms of the deficits he or she observes. Before the administrator rates a teacher unsatisfactory or needs improvement on the summative evaluation rating, the administrator shall observe the teacher at least once more. The administrator shall inform the teacher in writing of the positive aspects he or she observes.

6.1.G Professional Development Plan or Remediation Procedure in Event of a Needs Improvement or Unsatisfactory Summative Evaluation

A tenured teacher receiving a Needs Improvement or Unsatisfactory rating shall have a professional development plan and procedure, or a remediation plan and procedure developed and implemented in accordance with Chapter 105, Section 24A-5, of the School Code.

6.1.H Tenured Teacher Re-Evaluation

Any tenured teacher receiving a “Needs Improvement” or “Unsatisfactory” rating on their composite score shall be evaluated at least once in the school year immediately following the receipt of the rating.

6.1.I Right to Respond

The teacher shall have the right to attach an explanation to any evaluation or other materials that are placed in his or her personnel file. In no case shall the teacher’s signature be construed to mean that he or she necessarily agrees with the contents of the evaluation; the signature shall mean that the contents of the evaluation have been discussed.

ARTICLE VII

Compensation and Fringe Benefits

7.1 Additional Credit

- A. All advanced degrees must be from a college or university that is a recognized school using NCATE as a basis of recognition.
- B. All advanced degrees or courses above the Bachelor’s level must pertain to the field of employment, which shall be understood to mean in the field of education.
- C. Notification of any work above the bachelor’s level must be submitted in writing to the Superintendent prior to the coursework. (If work is suspended more than one semester, including the summer, notification must be re-submitted.) Any work above the master’s level must have prior approval by the Board in order to be applied to the district salary schedule.
- D. Credit for additional training must be registered with the Superintendent’s office by August 15th or as soon as the university will release the transcript to gain increments for the coming year, and by January 12th, to gain increment for midyear.

7.2 Full Experience Credit

The teacher shall be awarded full credit for teaching experience in accredited schools outside the district provided, however, that beginning for the 1995-96 school year the following be implemented:

Teachers having only public school service credit:

- A. Any teacher who has more than six (6) years of public school service shall be brought in at no less than six (6) years.
- B. Those teachers with six (6) or less years of public school service will be brought in at full experience credit.

Teachers having only parochial/private school credit:

- C. Any teacher who has more than six (6) years of parochial/private school service shall be brought in at no less than six (6) years.
- D. Those teachers with six (6) or less years of parochial/private school service will be brought in at full experience credit.

Teachers having a combination of both public and parochial/private school credit:

- E. Any teacher who has a combined total of six (6) or more years of public and parochial/private school service shall be brought in at no less than six (6) years. No more than six (6) of the ten or more years may be from parochial/private school credit.
- F. Those teachers who have a combined total of six (6) or less of public and parochial/private school service will be brought in at full experience credit.

7.3 Salary Schedule

The (2014-2015) salary schedule for certified teachers will increase by 0.5% across the board at each cell. Teachers will be granted their "step" or year of experience in their current lane. (+ step)

The (2015-2016) salary schedule for certified teachers will increase by 1.0% across the board at each cell. Teachers will be granted their "step" or year of experience in their current lane. (+ step)

The (2016-2017) salary schedule for certified teachers will increase by 1.0% across the board at each cell. Teachers will be granted their "step" or year of experience in their current lane. (+ step)

The salary schedule and extra duty stipends shall be set forth in Appendices A and B. Any increase given in the salary schedule will also be reflected in the extra duty stipends.

[The two (2) employees currently on "Phantom Steps" will be grandfathered and continue to receive "Phantom Steps" for the life of the contract]

Steps will be added to the lanes of the salary schedule as follows:

- Bachelors Maximum step 22
- B+8 Maximum step 23
- B+24 Maximum step 25
- Masters Maximum step 27
- M+8 Maximum step 29
- M+16 Maximum step 31
- M+24 Maximum step 33

7.4 Pay Days

Each teacher shall be paid on the basis of twenty-four (24) equal payments. Paydays shall be on the 15th and 30th of each month, except for February in which case paydays shall be on the 15th and 28th. Paychecks shall be available to each teacher by 10:00 a.m. on the designated payday. An employee may elect to have paychecks directly deposited to his or her banking account.

7.5 Paydays - School Not in Session

If a regular pay date during the school term falls on a date when school is not in session, payment shall be made on the closest preceding school day. During the summer and extended vacation periods, checks shall be available on the appropriate payday or if requested mailed so that they should reach teachers on the appropriate payday.

7.6 Supplemental Jobs -- Added to Salary Schedule

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

7.7 Supplemental Jobs - Payroll Procedures

Supplemental pay shall be added to the total yearly salary at the beginning of the school year. It shall become a part of the salary paid proportionately over the number of pay periods (24) or the balance of the remaining pay periods if the assignment is made after the beginning of the school year. If the teacher chooses by September 1 and if the extra duty stipend is less than \$650, supplemental pay shall be paid in one lump sum in a separate check with the appropriate tax and TRS amount deducted at the same time the last payment in May is issued or at the first payroll following completion of the extra-curricular work.

7.8 Hospitalization, Medical, and Life Insurance

3-year contract:

2014-2015: \$475
2015-2016: \$500
2016-2017: \$525

The Board agrees to pay a maximum of \$475.00 (2014-2015), \$500 (2015-2016), \$525 (2016-2017) towards the employee's monthly health premium for individual or family coverage.

The premium cost for an employee's contribution shall be deducted from each check. The Board shall also pay a proportional amount of the above premium for eligible part-time certified employees, based upon a percent of the salary (s)he receives from the salary schedule.

The AEEA insurance committee will make a recommendation to the Superintendent. The committee will provide all proposals along with their recommended carrier and policy terms and conditions to the Superintendent of District #37 no later than August 1st of each year of this contract. The Board will then approve the carrier selected by the AEEA. Any changes must be mutually agreed upon by both the District and the Association.

7.9 Board Paid Retirement

The Board shall pay the employee's contribution up to a maximum of 9.4% (factor of 10.3753% of Taxable (Column 1) to the Downstate Illinois Teachers' Retirement System, in addition to the salary of (Column 1) of each horizontal step (and any supplemental pay) for each employee as reflected in Appendices A and B. Total salary shall include all earnings of the employee; including amounts paid on the salary schedule and supplemental pay for work performed in addition to the normal workday duties. The full contribution paid for the employee shall be in conformance with the Internal Revenue Service rulings (Section 414.h) and the Downstate Teachers' Retirement System rules and regulations.

Should the Internal Revenue Service or any court of competent jurisdiction rule that any contributions by the Board are taxable income and/or prohibited, said contributions by the Board shall immediately cease and an equal amount of pay shall be added to each employee's salary.

7.10 Retirement Benefit and Longevity Increment

Early Retirement Benefit:

Any certified employee wishing to take the early retirement option from the Illinois Teachers' Retirement System may do so providing the individual satisfies the eligibility criteria below and pays his or her employee portion of the cost to retire under the ERO. If there are no ERO costs, then all of the employee's cost to retire under 2.2 will be paid by District #37. Written notice of intent to retire must be provided to the Superintendent on or before the first teacher work day of the school year following which the teacher desires to retire. The Board shall consider all such requests pursuant to any ERO eligibility criteria that may be established by the District with the mutual consent of the AEEA, including at minimum the following criteria:

- 1) at least 20 years of service as a teacher in the District prior to the request for ERO;
- 2) the teacher's ERO will not result in any 6.0% earnings cap penalty to the District; and
- 3) the District's ERO penalty costs must be less than the cost savings over two years of hiring a replacement teacher assuming the BA, step 1 of the salary schedule.

For ERO request, the Board will determine whether the District agrees to the use of ERO by the retiring employee. If so, the Board shall pay the required Board contribution for ERO to the Illinois Teachers' Retirement due upon early retirement of the teacher. Should

the legislature (state) pass another special retirement plan, this article will be considered to be renegotiated should the employee accept the plan.

Employee use of the Early Retirement Option (ERO) may be limited to no more than one teacher per year at the District's option. If the District exercises its option to so restrict employee use of ERO, the right of specific employees to use the Early Retirement Option (ERO) shall be allocated among applicants based on their length of seniority with the District.

A. Retirement Incentive

Upon teaching fifteen years in School District No. 37 and attaining the age of fifty-five (55) or over, the teacher will receive an eight thousand dollar (\$8,000.00) retirement incentive, so long as the employee's retirement does not cost the District an additional ERO contribution. The retiring teacher must submit his/her resignation to the district office prior to March 1 of the school year in which the employee desires to begin receiving the benefit, but no more than three school years in advance of retirement [e.g., notice by March 1, 2014 for retirement following the 2013-14, 2014-15, or 2015-16 school years]. The \$8,000 retirement incentive will be distributed as follows.

B. Distribution

- 1) The total dollar amount of the incentive together with all TRS contributions paid in behalf of the employee shall be the incentive amount
- 2) The initial calculations may be based upon estimates made at the time the notice of retirement is received and a final calculation shall be made and the amount of the incentive adjusted as necessary at the actual time of retirement. All final calculations shall be made based on the certificated employee's proper placement on the appropriate salary schedule in the year of retirement.
- 3) Once calculated, the dollar amount of the incentive shall be distributed as follows:

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

The mutual intent of the Anna Elementary Education Association and Anna District #37 is that the retiring teachers will accumulate creditable earnings equal to 106% of the previous year's creditable earnings. It is also the parties' mutual intent that Anna

District #37 will not incur any TRS penalties or mandatory contributions for exceeding the 106% limit.

For each year of notice (1, 2, or 3), the teacher's TRS creditable earnings will be calculated to six percent (6%) of the previous year's creditable earnings by using extra-duty money or using monies from the retirement incentive of eight thousand dollars (\$8000). This will be done for each individual teacher. The teacher may work extra-duties (i.e., substituting, staff development, after, school, etc.) with the understanding that they shall not exceed 6% of the previous year's creditable earnings. If needed, monies from the retirement incentive of eight thousand dollars (\$8000) will be used to maximize their total creditable earnings to 6% of the previous year's creditable earnings.

At the time of the final paycheck, the year's creditable earnings will be calculated. Any remaining retirement incentive monies as well as the retirement benefit of the 2.2 reimbursements shall be paid as a lump sum following the last day of employment and receipt of the final payroll checks. Such post retirement payment will not count as TRS creditable earnings.

This procedure will assure that the district and the retiring teacher have accurate and up to date creditable earnings data. The district should not incur a penalty for exceeding 6% of the previous year's creditable earnings and the retiring employee will have the benefit of working for extra stipends, if desired, get the full benefit of the 6% creditable earnings increase for the year and receive the remainder of the \$8000 retirement benefit and the 2.2 reimbursement in one lump sum after the final payroll paycheck.

- C. The total incentive amount shall never be exceeded.
- D. In calculation of the six (6%) increases, the amount may be rounded down to the nearest \$5.00 yearly to avoid TRS penalties.
- E. These provisions may be bargained at the discretion of the parties in successor agreements; however, any employee offering a resignation under this Provision will receive the incentive as a minimum guarantee as outlined herein regardless of the inclusion of this provision in a successor agreement or the expiration of the agreement.
- F. The parties agree that payments to employees under this Provision shall be limited to the portion of such payment (if any) which avoids an overall increase in creditable earnings to the employee of more than 6% from the preceding year, and which avoids any TRS penalty or additional contribution to be paid by the District.

The parties agree that their intent is to avoid the District incurring penalties or additional contribution under the new TRS rules. This Agreement shall be reopened for reconsideration upon written demand to bargain by either party, provided that

the District becomes subject to such TRS penalties or contributions. Such negotiations shall be for the purpose of negotiating appropriate revisions to assure that retiring employees shall receive, to the maximum extent possible, the full value of the benefit provided under the Agreement while avoiding and preventing the imposition of TRS penalties to the District.

- G. Employees shall be responsible for providing and sharing information with the District regarding any retirement costs and/or penalties, and to provide proof to the District that the employee's retirement shall not cause a penalty to the District, in order to be eligible for such payments.

7.11 Travel Expense

Travel by personal automobile shall be reimbursed at the current IRS rate per mile.

7.12 Pay for Certified Personnel Working at Basketball Games

Each teacher shall be paid twenty dollars (\$25 with no TRS retirement withheld) each night he/she works at a basketball game.

7.13 Approved Educational Conferences

Educational Conferences or Personal Development Day may be approved by the Superintendent. The Board will pay the substitute as well as reimburse pre-approved expenses of the teacher attending.

7.14 Paid Tuition

Should an employee be required by the Board to go to school for extra hours for certification in a school designated teaching area, the Board will reimburse the tuition of those courses for that employee upon successful completion of those courses. Courses required under remediation are excluded.

7.15 Scattergram

Prior to negotiations, the Association president will be given a current salary schedule and be notified of salary schedule placement for each employee.

7.16 In-House Substitute

Teachers who agree to an additional teaching assignment during their regularly scheduled planning period or duty-free lunch shall be paid ten dollars (\$10.00) plus retirement as set forth in section 7.9 per additional class period

ARTICLE VIII

Leaves

8.1 Sick Leave

Each teacher shall accrue sick days per school terms without loss of pay. Each teacher's unused sick leave may accumulate to 355 days + the number of days in the current year's Annual Sick Leave Allotment.

Sick leave days will be granted according to the following based on years of service within District 37:

Years of Service within District #37	Annual Sick Leave Allotment
0-10 years	15 sick days
11-20 years	18 sick days
21+ years	20 sick days

Sick leave shall be interpreted to mean personal illness, including pregnancy-related disability, or illness or death in the immediate family or household, adoption, or placement for adoption. The immediate family for this Article shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, and legal guardians. If no personal days are available, then sick leave may also be used to attend the funeral of family not already covered in the above.

An employee will not be assessed sick leave or absences from work which occur during the final fifteen (15) minutes of the work day, so long as the absence qualifies as sick leave, the teacher has arranged for a colleague to cover his or her absence, and the absence is approved by the principal.

The Board may require a physician's verification of illness or disability, including a statement of the length of the illness or disability.

8.2 Personal Leave

The Board shall grant each teacher three (3) days of personal leave per school year without loss of pay. A personal day may be used at the discretion of the employee. An employee planning to use a personal day shall notify the records secretary at least 5 calendar days in advance, except in cases of emergency when approval of the Superintendent or designee is required and if substitutes are available. Not more than six (6) personnel per district shall be on personal leave at one time.

Unused personal days shall accumulate to six (6). No more than five (5) consecutive days may be used at one time. After the end of each school year, employees will be paid for the excess over three (3) days at the specified substitute rate unless they request in writing, on or before their last working day of the year, that the excess days accumulate as sick leave.

Leave cannot be taken the first or last week of school, during mandated student assessment, or during parent-teacher conferences without the approval of the Superintendent or designee. The first or last week of school is defined as the first five (5) and the last five (5) working days of the school calendar year.

If a teacher has no personal days and needs to attend a funeral other than allowed in Section 8.1 then the teacher may borrow a day from next year's allocation

8.3 Half-Day Leave Definition

Sick Leave and Personal Leave may also be used in half-day increments. One-half (1/2) day is defined as an absence which covers any portion of ½ of the scheduled work day (Section 5.2); currently from 8:00 a.m. to 11:45 a.m.; or 11:45 a.m. to 3:30 p.m.

8.4 Maternity Disability/Leave

Absence due to pregnancy-related disability shall be treated as sick leave when certified by a physician. The beginning and termination dates of the disability shall be determined by the teacher's physician. The teacher will return to work when the disability ceases, unless the Board grants or has granted a request for a maternity leave of absence without pay. Conditions for leaves of absence are to be determined by the Board. A teacher who returns from maternity leave shall be reinstated to her same or similar position.

8.5 Association Leave

The Association will be granted the time of eight (8) work days per year for representative(s) to attend regional, state, or national meetings. The Association will reimburse the district for the salary of the substitute(s) at the current cost. The following provisions will be followed by the Association in use of Association Leave: (1) the president of the Association shall submit a written request to the principal at least one (1) week in advance of the anticipated usage; (2) the frequency of such meetings shall not impair the quality of classroom instruction; and (3) no more than 10 percent (10%) of the Association members shall be on Association Leave at one time.

8.6 Short-term Leave

After ten (10) years of service in the district any teacher shall be granted a leave of absence without pay for medical or educational purposes. After fifteen (15) years of service any teacher shall be granted a leave of absence without pay. A short-term leave under this provision shall be for one (1) year or one (1) semester.

ARTICLE IX

Effect of Agreement

9.1 Complete Understanding

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

9.2 Contractual Amendments

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

9.3 Savings Clause

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

ARTICLE X

Fair Share

10.1 Fair Share

- A. Each Bargaining Unit Member (excluding only those 1991-1992 teachers who as of April 15, 1992 are non-members; however should he/she choose to join the Association he/she shall be placed under the requirements of this article from that point forward) as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to be determined by the Association.
- B. In the event that the Bargaining Unit Member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share from the wages on the non-member.
- C. Such fee shall be paid to the Association by the Board no later than fifteen (15) days following deduction.
- D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own expense and through its own counsel, provided:
 - 1. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and;
 - 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.
 - 1. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
- F. The obligation to pay a fair share fee will not apply to Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation, and collection of the entire fee, the Association will make payment in behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE XI

Duration

11.1 Duration

This Agreement shall be effective on the first Employee workday of the 2010-2011 school term and shall continue in effect until 11:59 p.m., on the day preceding the first Employee work day of the 2011-2012 school term.

In witness thereof and for:

The Anna Elementary Education Association

President

Vice-President

Date

Date

The Board of Education of Anna Elementary District No. 37

President

Secretary or Member

Date

Date

Memorandum of Understanding

The parties agree that in accordance with the *Illinois School Code* and recent reform, the District's current evaluation instrument must be changed before September 1, 2012 to remove the "Meets District Expectations" and "Satisfactory" ratings, and to ensure that the ratings of "Proficient" and "Needs improvement" are included.

The parties also agree that they will comply with and cooperate in the implementation of legally required elements in the Performance Evaluation Reform Act of 2010 and the Education Reform Act of 2011, including but not limited to the creation of any joint committee(s) that may be required by such legislation.

Finally, the parties mutually agree that during the term of their current Agreement they will negotiate in good faith as required by the Illinois Educational Labor Relations Act (the "IELRA"), over mandatory subjects of bargaining, as well as the impact thereon, regarding issues that arise out of the implementation of the above legislation and for no other purpose.

GRIEVANCE REPORT FORM

Grievance # _____

Anna Elementary District No. 37

Submit to Superintendent/Principal in Duplicate

Building	Assignment	Name of Grievant	Date Filed
_____	_____	_____	_____

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance: _____

2. Applicable provisions of the Contract: _____

3. Relief Sought: _____

_____	Signature	_____	Date
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C. Step I Response of Supervisor/Principal: _____

_____	Signature	_____	Date
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DATE REFERRED TO STEP II _____

D. Step II Response of Superintendent: _____

_____	Signature	_____	Date
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DATE REFERRED TO STEP III _____