

# **Agreement**

The East Richland Education Association

and

The East Richland Community Unit District No. 1

2009-2012

## **East Richland Community Unit District No. 1**

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## ARTICLE I

### RECOGNITION

1.1 The Board of Education of the East Richland Community Unit District Number One, Richland County, Illinois, hereinafter referred to as the “Board”, hereby recognizes the East Richland Education Association, hereinafter referred to as the “Association”, affiliated with the Illinois Education Association and the National Education Association, as the exclusive and sole negotiation agent for all regularly employed, certificated personnel, except the Superintendent, Assistant Superintendent, Principals, other central office professional staff and any other certificated employee involved in supervision and evaluation of members of the bargaining unit. Regularly employed for the purpose of this Article shall mean those persons who are employed on a full-time basis, as well as those who are employed on a basis equal to at least one-half (1/2) that of a full-time employee.

1.2 Definition:

As used in this Agreement the following definitions will apply:

- .1 The terms “*teacher*”, “*member*”, “*staff member*”, and “*employee*” shall refer to all members of the bargaining unit as defined in Section 1.1 unless otherwise specified.
- .2 The title “*Superintendent*” shall mean the Superintendent of Schools or his/her designee, unless otherwise specified.
- .3 The term “*unit*” or “*employee unit*” shall mean the entire bargaining unit as defined in Section 1.1 unless otherwise specified.
- .4 The term “*days*” shall mean calendar days unless otherwise specified.
- .5 The term “*base salary*” shall mean actual beginning Bachelor degree teacher’s salary.

## **ARTICLE II**

### **NEGOTIATIONS PROCEDURES**

- 2.1 Both parties agree to negotiate in good faith. Good faith shall be defined as a willingness to meet at mutually agreeable times and places and hear and make proposals and counterproposals, in an attempt to reach agreement. It does not imply acceptance by either party.
- 2.2 Negotiations for the next contract shall start and continue as stated in the Illinois Educational Labor Relations Act.
- 2.3 If agreement is not reached on all items 15 days prior to the start of school either party may declare to the other in writing that an impasse exists and may call for a mediator. A written request for mediation by one (1) party shall be considered a joint request for mediation, and the other party shall join in the request.
- 2.4 When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such steps, as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement.

## **ARTICLE III**

### **TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES**

#### 3.1 Right to Organize

The Board agrees that teachers shall have the right to organize, join and assist the Association, to participate in professional negotiations with the Board through representatives of their own choosing, and to engage in other activities, maintaining, protecting or improving conditions.

#### 3.2 Use of District Facilities

The Board agrees that a bulletin board shall be provided for the use of the Association in each school building for posting notices of activities and other matters of Association concerns. Mailboxes and inter-school and intra-school mail may be used by the Association. Office equipment may also be used with cost of supplies paid for by the Association. The Association will be granted time for organizational announcements at any teacher's meeting.

#### 3.3 Non-Discrimination

Both parties agree that they shall not discriminate against any employee or applicant for reason of race, creed, color, marital status, sex or national origin. Further, both parties agree that a teacher retains the right to decide if he/she wishes to join the Association or not.

#### 3.4 Association Business

The Board agrees that the Association and its representatives shall have the right to use school buildings for meetings to transact business of the local Association on school property at times as determined by the school Principal provided that this does not interfere with or interrupt normal school operations. When special custodial service is required, the Board may charge for this service.

#### 3.5 Information Exchange

The Association shall be furnished, upon request, regularly and routinely prepared information concerning the financial conditions of the school, including annual financial statements and adopted budgets. Nothing herein shall require the central administrative staff to research and assemble information. The Association will furnish copies of any pertinent information as reasonably requested by the Superintendent or by the Board.

### 3.6 Exclusive Rights

The rights granted herein to the Association shall not be granted or extended to any competing teacher organization.

### 3.7 Dues Deduction

Membership in the Association and dues deduction shall be continuous. New employees and/or annual members must submit authorization within thirty (30) days of effective employment or by October 15, whichever is applicable. Continuing members may resign upon ninety (90) days notice to the Association and the administration. The Board shall remit said dues to the Association within ten (10) days following the pay period deduction.

### 3.8 Copies of Agreement

Within thirty (30) days of ratification of the Agreement, the Board shall have sufficient copies of the Agreement prepared and delivered to the Association for its distribution to each teacher in the District. The Association and the Board shall share equally in the actual cost of materials used in printing the Agreement.

### 3.9 Right to Appeal

A teacher may appeal to the Superintendent for a conference if in his/her judgment he/she is being treated unfairly by a supervisor in areas not covered by this Agreement. Those present may include the teacher involved, his/her supervisor, and the Superintendent. The Superintendent will either arrange for such a conference or notify the teacher and the Association that the request is covered by this Agreement and nonappealable. The teacher may be represented by the Association if he/she requests.

### 3.10 Board Agenda

The Board will provide copies of its agenda to the Association President using the District's electronic mail system in advance of meetings and the Association will be placed on the agenda if they provide twenty-four (24) hour notice. This provision is not applicable to emergency meetings as defined in the Illinois Open Meetings Act.

### 3.11 Personnel File

Each employee shall have the right, upon request (24-hour notice), to review the contents of his/her personnel file and to place therein written reactions to any of its contents. He/she shall also have the right to petition for removal of any

material, first to the Superintendent, then to the Board.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

#### 4.1 Definition

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

#### 4.2 Purpose

Every employee covered by this Agreement and the Association 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.

#### 4.3 The Limits

A grievance must be filed within twenty (20) school days of the occurrence or when the grievant should have reasonably known of the occurrence of the event, which gave rise to the grievance. 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. School days for purposes of the grievance procedure shall mean teacher responsibility days. Between June 1 and September 1, days for the purpose of this Agreement shall mean weekdays, Monday through Friday.

#### 4.4 Procedures

The parties acknowledge that it is usually most desirable for a teacher and the teacher's immediate supervisor to resolve problems through informal and free communication. If, however, the informal process fails to satisfy the teacher, a grievance may be processed in the following manner:

##### Step One

The grievant shall file the grievance in writing with the immediate supervisor, who shall certify by signature the date the grievance was received. 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 supervisor shall arrange for a meeting to take place with the grievant with ten (10) school days after receipt of the grievance. The supervisor

shall make a decision on the grievance and communicate it in writing to the grievant and the Superintendent within five (5) school days of the meeting.

#### Step Two

In the event the grievance has not been satisfactorily resolved at Step One, the grievant may present the grievance within five (5) school days to the Superintendent who will follow the same provisions as established in Step One.

#### Step Three

If the grievance is not satisfactorily resolved at Step Two, or if the time limit expires without the issuance of the Superintendent's reply in writing, then the Association may submit the grievance to final and binding arbitration through the American Arbitration Association (AAA), which shall act as the administrator of the proceeding according to its rules. If a demand for binding arbitration is not filed within twenty (20) school days of receipt of the Step Two decision, then the grievance shall be deemed withdrawn.

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 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.

#### 4.5 Additional Items

##### .1 Bypass

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

##### .2 Withdrawal

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

##### .3 Settlement

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

##### .4 Cooperation

The District and the Association shall cooperate in the investigation of any grievance.

.5 Handling of Grievance

Any investigation or other handling or processing of any grievances 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. However, should the hearing of any grievance at any level require that a teacher or an Association representative be released temporarily from his/her regular assignment, the teacher and/or representative shall be released without loss of pay or benefits.

.6 Contract Expiration

A grievance arising under this contract may be processed through the grievance procedure until resolution even after expiration of the contract.

.7 Bar to Appeal

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.

.8 No Reprisal

No reprisals shall be taken by the Association or the District against any teacher because of the filing or participation in a grievance.

.9 Information

The Board shall furnish the Association with readily available public information requested for the processing of a grievance.

.10 Class Grievance

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

.11 Costs of Arbitration

The parties shall divide equally the cost of the arbitrator. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Association. The parties shall each be responsible for the costs of their representation. If only one party requests the postponement of an arbitration hearing, that party shall bear the costs of such postponement.

.12 Representation

The Board acknowledges the right of the Association's representative to participate in the processing of a grievance at the arbitration level, and no teacher shall be required to discuss any grievance if the Association representative is not present at these levels.

.13 Filing of Materials

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, except where otherwise needed to discipline an employee. Materials contained in the grievance file shall be excluded from use in any employee disciplinary action after a period of five (5) years unless such materials were previously used by the District in such proceedings and are already part of the employee's personnel file.

## **ARTICLE V**

### **EMPLOYMENT CONDITIONS**

#### **5.1 School Year**

The school year shall consist of not more than one hundred eighty-five (185) days, of which one hundred eighty (180) will be scheduled as pupil attendance and institute days. Five (5) of the one hundred eighty-five (185) days shall be declared by the Board as emergency days, provided no emergencies make it necessary to use them as school days.

#### **.2 Holidays**

School will be dismissed early on the last day of attendance prior to Thanksgiving. The Board will give consideration to early dismissal on other calendar holiday periods, such as winter vacation and spring break at the time the school calendar is adopted.

#### **.3 Attendance Incentive**

Any teacher who does not use a sick day, dock day, or personal day during the current school year shall receive a \$300 stipend payable on June 20 payroll. The stipend will be reduced by \$50 for each day used. The attendance incentive will be based on full days only.

#### **5.2 Duty Hours**

Teachers shall be required to be in their attendance centers no earlier than fifteen (15) minutes before the start of the first class. They may leave the attendance center no earlier than ten (10) minutes after the end of the last class of the day. Teachers shall be required to remain at their attendance center(s) in the event of an emergency or extreme weather condition as defined by the Superintendent or his/her designee. Teachers shall also be required to remain for scheduled monthly faculty meetings not to exceed sixty (60) minutes in duration and to fulfill other requirements before or after school (as regularly scheduled) work assignments.

- .1** Any changes in published school day starting and ending times exceeding ten (10) minutes for each school site shall be bargained mid-term upon demand of either party. Any changes of ten (10) minutes or less shall be discussed with the Association before implementation.

- .2 There will be one early release day every nine week period for school improvement activities as determined by the administration.
- .3 During prep time, any employee agreeing or assigned, to proctor testing, to substitute in a class, if no volunteers are available, or supervise two (2) classes simultaneously at the request of the administration will be paid on the following schedule:
  - a.) less than 10 minutes - \$0
  - b.) 10 – 20 minutes – \$ 7.50
  - c.) 21 – 40 minutes - \$15.00
  - d.) 41 – 60 minutes - \$25.00
  - e.) more than 60 minutes but not more than 90 minutes - \$30.00

### 5.3 Vacancy Notices

The Board shall provide on the district web site all official certificated staff vacancies in the District caused by retirement, resignation, extended illness or creation of a new certificated position.

### 5.4 Parent-teacher Conferences

Building-wide and/or District-wide parent-teacher conferences will not be scheduled without input from the Association. Release time will be provided for these conferences.

### 5.5 Transfers

#### .1 Voluntary Transfers

Staff members may request changes of assignment when a vacancy exists. These requests will be reviewed by the Board, or its agent, and a decision will be made based upon the best interests of the District. Applicants will be notified of the decision. If the transfer is denied, the applicant may request the reasons for the denial.

#### .2 Involuntary Transfers

If requested by the teacher, the Board or its agent shall schedule a meeting with a teacher who is being considered for involuntary transfer prior to the effective date of the transfer. If the meeting is with the Board's agent, the teacher may appeal the decision to the Board at the next regularly scheduled Board meeting.

#### .3 Grievance

Any grievance filed relative to this section shall be limited to violations of the procedures outlined in paragraphs .1 and .2 above. The decision of the Board or its agent shall not be grievable.

#### 5.6 Emergency School Closings

In the event that schools are closed early due to emergencies, teachers will be released as soon as children have left the building, except for those required by the administration to perform supervisory duties to protect the safety and well-being of the children.

#### 5.7 Elementary Teacher Preparation

Pre-K-5 preparation periods will be three hundred and sixty (360) minutes per week, which may include up to fifty (50) minutes of team planning as determined by teams and administration.

#### 5.8 Middle School/High School Preparation (Clarification of present practice)

Middle School and High School academic teachers will be given a minimum of one prep period per day equal in time to one class period. Team or department meetings will be scheduled as determined by teams or departments and administration.

.1 Teachers agreeing or assigned, if no volunteers are available, to teach an early bird class at the request of the administration will either have their schedules adjusted or be paid an additional 1/7<sup>th</sup> salary.

#### 5.9 Committee Participation

Participation on committees, which meet or require work after the teacher day, shall be voluntary.

#### 5.10 Team Leaders/Department Heads

Team Leaders and Department Heads will be hired yearly. Teachers interested in these positions should notify the building principal in writing by March 1.

**ARTICLE VI**  
**LEAVES OF ABSENCE**

6.1 Sick Leave

- .1 Each teacher shall receive annually twelve (12) days per year prorated at 1 day per month for the extended contracts (180 = 12, 200 = 13, 220 = 14, 240 = 15) of sick leave with full pay to be used for personal illness, quarantine at home, serious illness or death in the immediate family, child birth, adoption, or placement for adoption. Immediate family shall be defined as father, mother, uncle, aunt, grandfather, grandmother, husband, wife, brother, sister, son, daughter, nephew, niece, grandchild, and including in-law and step-person relationships.
- .2 During the term of this Agreement the unused sick leave days will accumulate without limitation.
- .3 In most instances staff members will not be required to explain the nature of their personal illness; however, the Board and Administration retain the right, at their sole discretion, to require a written explanation as to the nature of a personal illness to justify payment of sick leave benefits.
- .4 Full time employees with five (5) or more consecutive years of service in the District shall be awarded additional sick leave for an unusual, extended illness or injury under the following terms and conditions.
  1. If due to an extended illness or injury, an employee is unable to work for more than twenty-five (25) consecutive work days in a school year, then, upon return to work from such extended illness or injury, the employee shall receive an award of sick leave days equal in number to those used for such extended illness or injury, not to exceed the number of sick days the employee had accumulated at the onset of the extended illness or injury.
  2. An employee may receive an award of additional sick leave under this provision only one time.

6.2 Personal Leave

No more than three (3) days of personal leave will be granted to employees per school year. Teachers will advise the building Principal or Superintendent at least

seventy-two (72) hours in advance of the date of requested leave, except in the event of an emergency. At the end of each school year, unused personal leave days will accumulate as sick leave. Personal leave days taken immediately before or after holidays, on days when final examinations are scheduled and during the first or last five (5) days of school will require special permission by the Superintendent. On any particular day no more than five (5) teachers in the high school, four (4) teachers in the middle school, and eight (8) teachers at the elementary school may take personal leave, except in emergency situations as approved by the Superintendent.

### 6.3 Association Leave

The Association will be allowed to designate teachers to use the following days for attendance at conventions, meetings or other Association business upon forty-eight (48) hours notice to the Superintendent.

- .1 Four (4) days with substitutes provided by the Board.
- .2 Six (6) days with substitute costs shared equally by the Board and the Association.
- .3 Two (2) days with substitute costs paid by the Association.

### 6.4 Educational Workshops

It is the goal of the Board/Administration to allow each teacher the opportunity each school year to attend at least one pre-approved, in or out of district educational work-shop related to his/her teaching or extra-curricular duties. All reasonable expenses for these workshops will be reimbursed by the district.

## **ARTICLE VII**

### **CLASSROOM TEACHING EVALUATION**

- 7.1 Non-tenured teachers shall be evaluated at least twice each school year. Tenured teachers shall be evaluated at least once every two (2) years.
- 7.2 At least two (2) weeks prior to the first evaluation the building Principal or immediate supervisor shall acquaint each employee under said supervisor's supervision with the formal evaluation procedures, and the evaluation instrument(s) and/or methods used by the evaluator(s) for formal evaluation. No teacher's performance will be evaluated formally or informally by a fellow member of the bargaining unit. The Principal or immediate supervisor shall advise each employee as to those who may observe and evaluate the employee's performance. No formal evaluation may take place until such orientation has been completed. Teachers will be given at least two (2) weeks notice of any changes in procedures, instruments, methods or evaluators which affect their formal evaluation(s).
- 7.3 The evaluator shall evaluate each employee in writing, using an evaluation instrument designed jointly by the administration and representatives of the Association. All formal evaluations will be preceded by an in-class observation of the teacher's classroom performance. All formal evaluations shall be done with the full knowledge of the employee. Teachers will receive a copy of any negative evaluation reports arising from informal observations prior to their being placed in their personnel file.
- 7.4 The evaluator shall have a meeting with the employee following the formal evaluation to discuss the evaluation within ten (10) days of the date of the formal evaluation. There shall be no more than twenty (20) school days between the pre-evaluation conference and the post-evaluation conference.
- 7.5 The evaluator will provide statements of deficiencies, will offer recommendations for improving classroom performance and will discuss the ramifications of these deficiencies both in relationship to instruction and remediation.
- 7.6 The employee shall have the right to attach an explanation to any adverse evaluations.

- 7.7 Not later than seventy-five (75) days before the end of the school term, the administrator shall complete a written evaluation report and make recommendations as to employment of non-tenured teachers. Tenured teachers will be evaluated no later than ten (10) days before the end of the school year.
- 7.8 Agreeing to the procedures delineated in Sections 7.1 – 7.7 above does not limit the right of management to utilize informal observations, insubordination or other evaluative criteria for considering competency of any employee. If any of these evaluations are to be used in evaluating the employment status of an employee, a written statement will be placed in the employee's file and the employee will be allowed to place a response in his/her file.
- 7.9 In evaluating teacher performance in newly adopted programs, emphasis will be placed on the teacher's effort to implement the program, rather than in the performance level within the program.
- 7.10 Any changes made in the evaluation instrument must be made in cooperation with the Association. If the Board and the Association are unable to mutually agree upon changes in the evaluation instrument, it is the responsibility of the Board to establish the evaluation instrument to be used.
- 7.11 Any grievance filed relative to this Article shall be limited to violations of the above-specified reasons.

## ARTICLE VIII

### REDUCTION IN FORCE

#### 8.1 Reduction in Force

In the event of a reduction of certified staff, reductions shall be made as follows:

- .1 Attrition
- .2 All non-tenured teachers within a teaching area to be reduced shall be laid-off before the first tenured teacher in that area is laid-off. To the extent it is possible to do so, tenured teachers shall be shifted within the area of their qualification consistent with 3 and 4 below in order to protect tenure teacher jobs.
- .3 In the event a reduction of tenured teachers is necessary, the following order of reduction shall apply: A series of seniority lists shall be developed and made an Appendix to this Agreement. Said lists shall be updated between September 1 and February 1 each school year. Teachers shall have fifteen (15) days from the date the list is distributed to notify the Board in writing of any errors in the seniority lists. The list shall list teachers in order of seniority in the District and in the various subject areas. Seniority shall attach from the first day of consecutive service to the District. Teachers having equal seniority by this method shall be ordered by the following criteria in the following order until the tie is broken.
  - .1 length of total teaching service in Illinois;
  - .2 highest degree attained and recognized on the salary schedule;
  - .3 most graduate hours attained and recognized on the salary schedule;
  - .4 ability to perform duties other than classroom teaching;
  - .5 evaluations as contained in the personnel file;
  - .6 random selection.

- . 4 Teachers will automatically be granted seniority and will be placed on the seniority list in the area currently teaching. To achieve other subject area placement, it shall be the obligation of the teacher to apply and show proof of qualification by the State Board of Education's Document No. 1.

Said evidence required under this clause shall be provided by the teacher prior to February 1 of the school year. No additions to the list will be permitted between February 1 and September 1 of any year.

## 8.2 Recall

- .1 Any teacher honorably dismissed pursuant to this section of the Agreement shall be recalled to positions for which he/she is qualified, according to SBE Document No. 1, in reverse order of the dismissals, Recall rights will be in effect for the following school term or within one (1) calendar year from the beginning of the following school term.
- .2 Failure to respond within twenty (20) calendar days after the mailing of the Board's letter to recall sent by certified mail to the teacher's address on file with the Board recalling such teacher, shall result in termination of the teacher's rights of recall hereunder.

## ARTICLE IX

### COMPENSATION AND BENEFITS

#### 9.1 Salary Schedule

The salary schedules for *2009-2010*, *2010-2011* and *2011-2012* shall be as set forth in Appendix Schedule A-1, A-2 and A-3 respectively, which are attached hereto and incorporated in the Agreement.

The salary schedule includes Board paid 9.4% TRS (which is a factor 1.103753). The District will pay the employer share of the THIS (Teacher Health Insurance Security Fund) and the NEC (New Employer Contribution). The employee will pay the THIS employee share.

#### 9.2 Experience Credit on Salary Schedule

- .1 Experience outside the system will be granted in conformity with the School Code.
- .2 Teachers with military experience will have such experience counted provided it meets the conditions of the Illinois Teacher Retirement System.
- .3 Credit and pay for the Bachelor +16 and Master +16 will be granted under any of the following conditions:
  - .1 Any graduate course taken in undergraduate major field.
  - .2 Any graduate course taken in undergraduate minor field.
  - .3 Any graduate course taken in teaching field.
  - .4 Any graduate course taken toward a university approved program at the appropriate level germane to the field of K-12 education.
  - .5 Any course taken which will add to the professional competency of the teacher at the discretion of the Superintendent.
  - .6 To receive credit for work which has been completed as of September 1 and February 1 of the school year and appropriate

Salary Schedule placement, the teacher must file a certified college/university transcript, grade slip or letter from the institution of the successfully completed course work with the Superintendent prior to September 10 and February 10. An official transcript must be provided as soon as available. Teachers earning credit which allows mid-year horizontal movement on the salary schedule shall remain on the same vertical step as they began the year and 50% of the increase in salary occasioned by the horizontal movement shall be paid over the remaining pays for the year.

### 9.3 Special Compensation Schedule

The compensation for special assignments schedule shall be as set forth in Appendix Schedule B, which is attached hereto and incorporated in the Agreement.

### 9.4 Insurance

- .1 The Board shall make available to members of the bargaining unit medical and life insurance, and in 2009-2010, the Board will pay the lesser of the individual premium, or Three Hundred Twenty and 00/100 Dollars (\$320.00) per month. In 2010-2011 the Board will pay the lesser of the individual premium, or Three Hundred Forty and 00/100 Dollars (\$340.00) per month. In 2011-2012 the Board will pay the lesser of the individual premium, or Three Hundred and Sixty Dollars and 00/100 (\$360.00) per month. Staff members shall have the option of taking dependent coverage under the District medical insurance program if they pay the additional premium.
- .2 The Board will continue to provide the current hospital indemnity plan available to those teachers who qualify.
- .3 Upon request of either the Board or Association, the District will solicit bid proposals for the group insurance plan, including the bidding of any modified coverage, or shall investigate proposed changes in the carrier or specifications. Changes in the carrier or the specification included in this Contract may be made by mutual consent of the parties without re-opening any other item in the Contract.

### 9.5 Early Retirement Incentive Plan

#### .1 Eligibility

To be eligible for any of the following Plans, an employee must meet the following requirements:

- a. Be at least sixty (60) years of age by the last day of service in the District; or
- b. Be at least fifty-five (55) years of age with thirty-five (35) years of creditable service as defined by the Illinois Teacher Retirement System by the last day of service in the District.

The District may require proof of eligibility.

## .2 Definitions

For purposes of this Article, TRS creditable compensation (earnings) include (but are not limited to):

- Salary for regular contractual teaching duties
- Wages for substitute teaching
- Wages for homebound teaching or tutoring
- Earnings for extra duties performed that relate to teaching or supervision of students, and other assignments related to the academic program
- Earnings for summer school
- Bonuses
- Contributions to qualified plans eligible for tax-deferral under the Internal Revenue Code, Sections 401(a), 403(b), and 457(b)
- Contributions to flexible benefit plans
- Salary or back wage payments resulting from contract buy-outs, labor litigation, and settlement agreements

## .3 Plans

### a. One Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 stating that he/she shall retire at the end of the next school year, the employee will be removed from the salary schedule and for the final year of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior year of employment.

**Example:** The employee's prior year TRS creditable earnings were \$40,000.00. The employee's final year TRS creditable earnings will be \$42,000.00 (i.e., \$40,000.00 x 1.06 = \$42,400.00).

### b. Two Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 two (2) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final two (2) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

**Example:** An employee gives his/her irrevocable letter of retirement prior to May 1, 2010, stating he/she will retire on June 30, 2012. The employee's TRS creditable earnings for the 2009-2010 school year were \$40,000.00. The employee's TRS creditable earnings for the 2010-2011 school year will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ). The employee's TRS creditable earnings for the 2011-2012 school year will be \$44,944.00 (i.e.,  $\$42,400 \times 1.06 = \$44,944.00$ ).

c. Three Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 three (3) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final three (3) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

**Example:** An employee gives his/her irrevocable letter of retirement prior to May 1, 2010, stating he/she will retire on June 30, 2013. The employee's TRS creditable earnings for the 2009-2010 school year were \$40,000.00. The employee's TRS creditable earnings for the 2010-2011 school year will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ). The employee's TRS creditable earnings for the 2011-2012 school year will be \$44,944.00 (i.e.,  $\$42,400 \times 1.06 = \$44,944.00$ ). The employee's TRS creditable earnings for the 2012-2013 school year will be \$47,640.64 (i.e.,  $\$44,944.00 \times 1.06 = \$47,640.64$ ).

d. Four Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 four (4) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final four (4) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the

employee's TRS creditable earnings for the prior years of employment respectively.

**Example:** An employee gives his/her irrevocable letter of retirement prior to May 1, 2010, stating he/she will retire on June 30, 2014. The employee's TRS creditable earnings for the 2009-2010 school year were \$40,000.00. The employee's TRS creditable earnings for the 2010-2011 school year will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ). The employee's TRS creditable earnings for the 2011-2012 school year will be \$44,944.00 (i.e.,  $\$42,400 \times 1.06 = \$44,944.00$ ). The employee's TRS creditable earnings for the 2012-2013 school year will be \$47,640.64 (i.e.,  $\$44,944.00 \times 1.06 = \$47,640.64$ ). The employee's TRS creditable earnings for the 2013-2014 school year will be \$50,499.78 (i.e.,  $47,640.64 \times 1.06 = \$50,499.78$ ).

#### .4 Miscellaneous

Once an irrevocable letter of retirement is submitted, the employee will not be assigned any additional extra-duties or TRS reportable duties not currently being performed without the consent of the employee.

If after submitting an irrevocable letter of retirement, the employee resigns from or is removed from duties for which the employee was compensated the previous year (i.e., Schedule B, extended contract and/or stipends), the employee's TRS creditable earnings will be adjusted accordingly.

**Example:** The employee's TRS creditable earnings from the 2009-2010 school year were \$43,000.00, of which \$3,000.00 was compensation for coaching basketball in 2009-2010. Under the employee's retirement plan, he/she would be scheduled to receive \$45,580.00 TRS creditable earnings for the 2010-2011 school year (i.e.,  $\$43,000.00 \times 1.06 = \$45,580.00$ ). However, the employee resigns from his/her coaching position before the start of the 2010-2011 school year. The employee's TRS creditable earnings for the 2010-2011 school year will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 - \$42,400.00$ ) rather than \$45,580.00.

In the event an employee has submitted his/her timely irrevocable letter of retirement but fails to meet the eligibility requirements because of illness or life changing circumstances, the Board, in its sole discretion, may allow the employee to rescind his/her letter or retirement, provided the employee returns to the Board any TRS creditable earnings paid to the employee in excess of the amount the employee would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.

If legislation is enacted and/or administrative rules are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, the provisions relating to such benefits shall be null and void.

In addition, if a letter of retirement is received by May 1 prior to the final four (4) years prior to the final year of retirement, at the request of the teacher, the teachers accumulated sick leave will immediately be increased to a total of three hundred sixty (360) (ERCU) days, provided the teacher has at least one hundred twenty (120) ERCU days of accumulated sick leave on May 1.

#### 9.6 Death Benefit

In the event of the death of an East Richland teacher, a one-time life insurance benefit equal to the total salary\* (rounded to the next one thousand) will be paid to the teacher's beneficiary. The plan benefit includes Accidental Death and Dismemberment and Disability Waiver of Premium coverage.

\*Total teacher's salary as per "Appendix A-1" excludes salary for all extra-curricular and all extra duties as well as the Board paid TRS benefit on the total teacher's salary.

#### 9.7 Payroll Procedure

Teachers shall be paid twice a month on either a twenty (20) or twenty-four (24) payroll. The decision shall be made by August 16<sup>th</sup> and thereafter shall not be changed. The first check will be issued with the September 5<sup>th</sup> payroll and the last check will be issued with the June 20<sup>th</sup>/August 20<sup>th</sup> payroll. If payday falls on a Saturday, Sunday, or Monday holiday, employees will be paid on Friday before the Saturday, Sunday, or Monday holiday. New hires will receive five (5) days payment on the 2nd August payroll, providing that the school year begins on or prior to the 2<sup>nd</sup> August payroll. All paperwork must be submitted to the District office by August 10<sup>th</sup> for this to occur.

#### 9.8 Credit Union

The District shall make available to members of the bargaining unit an optional payroll deduction plan for the IEA Credit Union. The deduction may be initiated or adjusted by submitting a request to the Superintendent by the first day of September or the first day of February of each year. All monies collected shall be forwarded to the IEA Credit Union within ten (10) working days following each pay period along with a printed schedule showing the amount being remitted for each employee. The Association agrees to hold the Board harmless for any and all liability under this provision in respect to any funds that have been transmitted to the IEA Credit Union.

9.9 Mileage

Teachers required by the District to use their personal vehicles in the course of their employment shall be reimbursed at the approved Internal Revenue Service rate.

9.10 403B

The District will provide for participation in a 403B Program or 403B Roth Program.

9.11 125K

The District will maintain a 125K Program at no administrative cost to teachers. If teachers select alternate programs (such as AFLAC), employees will be responsible for the fees.

## **ARTICLE X**

### **FAIR SHARE**

- 10.1 With the exception of an employee who was not a member of the Association on or before April 1, 1994, each bargaining unit member shall join the Association, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, or pay a fair share fee to the Association equivalent to the proportionate amount of dues uniformly required of members of the Association, including local, state and national dues. When a bargaining unit member joins the Association they must maintain membership or pay the fair share fee.
- 10.2 In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- 10.3 Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- 10.4 In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with the article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - a.) The employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
  - b.) The employer gives full complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.
- 10.5 The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of court or administrative agency as direct consequence of the employer's non-negligent compliance with this article. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this article.

10.6 The obligation to pay a fair share fee will not apply to any member who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious body of which such employee is a member or a belief sincerely held with the strength of religious view, 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 on 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**

### **EFFECT OF AGREEMENT**

#### 11.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of both parties in a written amendment executed in accordance with the provisions of this Agreement.

#### 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, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

#### 11.3 Individual Contracts

The terms and conditions of this Agreement shall be honored in individual contracts or employment agreements.

#### 11.4 Management Rights

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.

#### 11.5 No Strike Clause

During the term of this Agreement and any extension thereof, no employee covered by this Agreement nor the Association will instigate or encourage a strike or concerted effort to render less than full and complete service to the District. Failure to reach agreement on any items covered by a reopener in a multi-year contract will make this clause inoperable.

11.6 Waiver of Additional Bargaining

The parties hereby acknowledge that the terms and conditions included in this Agreement represent the full and complete understanding between the parties. The Board and the Association, for the life of this Agreement, each waives any obligation to bargain collectively with respect to any subject or matter that may or may not have been known to either or both of the parties at the time this Agreement was negotiated or signed and that any bargaining will be limited to a successor Agreement, except that with the written mutual consent of both parties such matters may be discussed and the Agreement modified.

11.7 Appendices to Agreement

Additional terms and provisions are contained in Appendices and form a part of this Agreement to the same extent as though fully set forth herein.

11.8 Term of Agreement

This Agreement shall become effective on August 1, 2009 and shall continue in effect until August 1, 2012.

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This Agreement is signed this \_\_\_\_\_ day of August, 2009.

IN WITNESS WHEREOF:

\_\_\_\_\_  
President,  
East Richland Education Association

\_\_\_\_\_  
President,  
East Richland Community Unit  
School District No. 1

**APPENDIX B**  
**Additional Duty Compensation**  
**School Years 2009-2012**

| <b>Position</b>                                   | <b>% of Starting Bachelor Degree Salary Base on Appendix A*</b> |
|---|---|
| <b>East Richland High School</b>                  |   |
|   |   |
| Department Head                                   | 6.00%   |
| Band Director                                     | 10.00%  |
| Assistant Band Director                           | 5.00%   |
| Math Team Sponsor                                 | 2.00%   |
| Student Council (2) (each)                        | 3.00%   |
| Co-Yearbook (each)                                | 5.00%   |
| Play Director                                     | 4.00%   |
| Assistant Play Director                           | 3.00%   |
| Musical Production (split four ways)              | 16.00 %   |
| Cheerleader Sponsor                               | 7.00%   |
| Assistant Cheerleader Sponsor                     | 3.00%   |
| Athletic Director                                 | 15.00%  |
| Head Football Coach                               | 16.00%  |
| Assistant Football Coach                          | 8.33%   |
| Cross Country Coach                               | 7.00%   |
| Head Basketball Coach (Boys and Girls)            | 16.00%  |
| First Assistant Basketball Coach (Boys and Girls) | 10.50%  |
| Freshman Basketball Coach                         | 9.00%   |
| Track & Field (Boys and Girls)                    | 8.00%   |
| Assistant Track & Field (Boys and Girls)          | 6.00%   |
| Girls Softball Coach                              | 10.00%  |
| Assistant Girls Softball Coach                    | 6.00%   |
| Boys Baseball Coach                               | 10.00%  |
| Assistant Boys Baseball Coach                     | 6.00%   |
| Golf Coach  | 7.00%   |
| Tennis Coach (Boys and Girls)                     | 7.00%   |
| Volleyball Coach                                  | 10.00%  |
| Assistant Volleyball Coach                        | 6.00%   |
| Scholastic Bowl                                   | 4.00%   |
| Assistant Scholastic Bowl                         | 2.00%   |
| Junior Class Sponsors (3 each)                    | 3.50%   |
| Soccer Coach (Boys and Girls)                     | 8.00%   |
| Assistant Soccer Coach (Boys and Girls)           | 3.00%   |
| Rifle Team Coach                                  | 8.50%   |
| Drill Team Coach                                  | 8.50%   |
| Dance Team Coach                                  | 3.00%   |
| Pep Club Sponsor                                  | 3.00%   |

|                 |       |
|-----------------|-------|
| Wrestling Coach | 8.00% |
|-----------------|-------|

**Position** **% of Starting Bachelor Degree Salary Base on Appendix A\***

|  |  |
|--|--|
| <b>East Richland Middle School/Elementary School</b>     |  |
| Band Director  | 5.00%                                    |
| Talent Show Director (divided equally)                   | 3.00%                                    |
| Yearbook   | 5.00%                                    |
| Athletic Director  | 6.00% with prep.<br>10.00% without prep. |
| Basketball Coach (Boys and Girls)                        | 8.00%                                    |
| Assistant Basketball Coach (Boys and Girls)              | 7.00%                                    |
| Track and Field Coach (Boys and Girls)                   | 6.00%                                    |
| Assistant Track and Field                                | 3.00%                                    |
| Cheerleader Sponsor                                      | 4.50%                                    |
| Assistant Cheerleader Sponsor                            | 2.00%                                    |
| Student Council  | 3.00%                                    |
| Volleyball Coach   | 6.00%                                    |
| Assistant Volleyball Coach                               | 4.50%                                    |
| Cross Country  | 6.00%                                    |
| Play (divided equally between volunteers)                | 3.00%                                    |
| Local Professional Development Council (divided equally) | 6.00%                                    |
| Junior Scholar Bowl                                      | 3.00%                                    |
| Team Leaders (ERES & ERMS)                               | 6.00%                                    |

One percent (1%) shall be added to the percentages indicated for every three (3) years served in an additional duty position through and including the fifteenth year. For this purpose, no credit shall be extended for years of service prior to the 1980-81 school year. That is to say, beginning with the third, sixth, ninth, twelfth and fifteenth year of service for the individual, at the above position, the salary will be increased by the amount of one percent (1%).

If following a break in continuous service a person returns to a position, he/she will receive credit for the previous years of experience. A person moving from a head coaching position to an assistant coaching position (in the same sport) or vice versa will be credited with the previous years of experience.

The Board of Education may add positions but is required to bargain the rate of pay with the Association for any new positions.

The following extra duties will be compensated for the given rate:

| <b>Position</b>   | <b>Rate</b> |
|---|-------------|
| Bus Chaperone   | \$ 10.00/hr |
| Lunch Duty  | \$ 10.00/hr |
| Supervision (approved)                                      | \$ 12.00/hr |
| Scorekeeper and Time, Announcer, Football Chain Gang (home) | \$ 12.00/hr |
| Dance Supervision/Decorations                               | \$ 10.00/hr |
| Driver Education (Summer driving)                           | \$ 22.00/hr |
| Tutoring (outside the school day/year)                      | \$ 22.00/hr |
| ACT Preparation Instructors                                 | \$500.00    |

**Payment for Appendix B schedule will be made as follows:**

1. Payment for yearlong positions will be included in regular payroll checks, either 20 pay or 24 pay.
2. All other positions will be paid upon completion of the duty. A mutually agreed upon form will be developed to request payment. Payment will be included on the next regularly scheduled pay provided the request is turned in 10 days prior to pay date.

## **MEMORANDUM OF UNDERSTANDING**

### **Board/Association Communications Committee**

The Association and the Board recognize the importance of maintaining a free flow of communications between them in order to promote an effective educational program. Accordingly, a Board/Association Communications Committee shall meet at mutually agreed upon times to discuss matters of mutual concern. The Committee shall be composed of three (3) representatives of the Association, two (2) Board members and the Superintendent. When either party desires a meeting of the Communications Committee they will inform the Superintendent, including notification of the topic(s) that they desire to discuss. It shall be the responsibility of the Superintendent to contact the other party and arrange a time and place for the meeting.

### **Administrative/Association Preparation Time Committee**

The Association and the Board recognize the importance of preparation periods for all teachers. Accordingly, an Administrative/Association Preparation Time Committee shall meet at mutually agreed upon times to discuss the structure, equity and scheduling of preparation time. The Committee shall be composed of four (4) representatives of the Association and four (4) administrators. Board members may participate as observers.

The Committee shall not engage in collective bargaining, but rather consensus building and problem solving. The work of the Committee is to be collaborative in order to provide the Administration and Board with information and solutions regarding preparation time issues. Recommendations and other pertinent information coming out of the work of the Committee will be provided to the Association and the Board for the purpose of allowing the parties to formulate collective bargaining proposals of their choice for negotiations for amendments, if any, of the current collective bargaining agreement.

## LETTER OF UNDERSTANDING

### **Calendar/Inservice Parent-Teacher Conferences**

The parties hereby establish a Calendar/Inservice Parent-Teacher Conference Committee consisting of members of the Association, Administration, and others. The Committee shall not engage in collective bargaining, but rather, consensus-building. The work of the Committee is to be collaborative in order to provide a wide range of views and opinions on the school calendar, inservice, and parent-teacher conferences.

Recommendations and other pertinent information coming out of the work of the Committee will be provided to the Association and the Board.

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For the Association

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For the Board

(Tentative agreements are subject to the approval of the Illinois Education Association Representative)

**Board of Education**  
**East Richland Community Unit School District No. 1**  
**And**  
**East Richland Education Association**

**Letter of Understanding**

The parties to this Letter of Understanding have negotiated all aspects of the Sick Leave provisions (Article VI) of their Collective Bargaining Agreement. During those negotiations the parties agreed that if Section 24-6 of the Illinois Code is amended at any time after the completion of the current contract negotiations and/or throughout the life of the Successor Agreement, the parties will return to the bargaining table and engage in good faith negotiations on possible changes, additions, deletions or modifications to Article VI of the Collective Bargaining Agreement. This Letter of Understanding memorializes this agreement.

East Richland Education Association

ERCU #1 Board of Education

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_