

2012-2017 Contract

Between the
Mazon-Verona-Kinsman ESD 2C
Board of Education

And the
MVK Teachers' Association

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Article I Recognition

A. The Board of Education of District #2C, Grundy County, Mazon, Illinois, hereinafter referred to as the "Board," recognizes the MVK Education Association - affiliate of IEA-NEA, hereinafter referred to as the "Association," as the exclusive negotiating agent for all regularly scheduled full time and regularly scheduled part time certified teaching personnel except the Superintendent, Principals, and other supervisory professional staff.

B. The Board agrees not to negotiate with any teachers' organization other than the Association or with any teacher individually during the duration of this agreement regarding terms of the Agreement.

C. Benefits derived under the terms of this Agreement shall be pro-rated where appropriate, according to the level of employment of the individual. Part-time teachers shall qualify for and receive insurance benefits in accordance with the terms and conditions set forth by the insurance carrier regarding part-time employees of the district.

Article II Association and Teacher Rights

A. The president of the Association or his/her designee shall be given written notice of any regular or special meeting of the Board, which is non-emergency in nature, together with a copy of the agenda or statement of purpose of such meeting at least 48 hours prior to the scheduled time of such meeting. In the event that meetings of the Board coincide with school hours, teachers may use regularly scheduled preparation periods to attend such meetings, if advance permission is obtained from the administration.

B. A copy of the Board policies shall be available to the public in each administrative office of each building and in the Superintendent's office.

C. The Board shall furnish the Association President, upon request and free of charge, with the following documents as they are received, completed or compiled. The Board will furnish additional copies upon request at a cost of 10 cents per page.

1. Board agendas
2. Official minutes of the Board meetings
3. Monthly budget summaries
4. Board policy manual
5. Annual auditor's report and management letter
6. Current fiscal year budget
7. Statistical information, not including teachers' name pertaining to teacher step placement, salary lane placement, extended service placement, and present insurance coverage.
8. Faculty lists including home addresses and listed telephone numbers.

The list of new teachers hired shall be given to the Association by July 1 of each year and names

and addresses of persons employed after that date shall be made available on a monthly basis.

D. Within thirty (30) days of ratification of this Agreement, the Board shall have sufficient copies prepared and delivered to the Association for its distribution to each teacher in the district. Each teacher upon employment by the Board shall receive a copy of the Agreement.

E. The Board shall set the calendar. A spring vacation shall be provided during each school year for the length of the contract. If an act-of-God or mechanical failure should cause the Board to extend the school term beyond the agreed closing date in order to meet the minimum legal school term, the teachers will work without payment of a proportionate additional salary until the minimum time is complete. Teacher's salaries shall be based upon the yearly calendar as adopted by the Board of Education each year in keeping with state standards of a minimum of 176 pupil attendance days and a maximum of 4 institute days.

F. At the first general faculty meeting of the school year, the Association President or a designated representative will be permitted a position on the agenda to extend a welcome to the staff on behalf of the Association. The comments of the spokesperson shall be limited to no more than 15 minutes.

G. The Association may utilize school facilities and specified equipment, when approved by the appropriate administrator, and in accordance with the following terms:

1. Equipment – teachers may use computers, duplication equipment, phones for non-toll calls, a bulletin board in each teacher's lounge, and school mailboxes.
2. The Association shall have the right, upon approval of the Building Principal or District Superintendent, to use the school buildings for meetings at a time when school is not in session provided that such meetings do not interfere with instructional and/or extra-curricular programs. The Superintendent shall approve all meeting areas. Whenever special custodial service is required, the Board may make a reasonable charge to cover the service.

H. The Association shall have the right to post notices of activities and matters of Association concern on faculty lounge bulletin boards, at least one of which shall be provided in each building. The Association may use the inter-district mail service, e-mail, instant messaging and employee mailboxes for communication to association members. Association meeting announcements may be made over intercom, before and after student hours as determined by Superintendent.

Article III

Board Rights

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the United States and the State of Illinois. These include, by the way of illustration and not limitation, the right:

1. To manage and control the executive organization and administration of the District and its properties and facilities, and the activities of its employees;
2. To direct the work of its employees, determine the time and hours of operations and determine the kinds and levels of services to be provided and the means of providing those

services, including but not limited to, entering into contracts with private vendors for services;

3. To hire all employees, and (subject to the provisions of law) to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees;
4. To establish educational policies, goals and objectives; to insure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain or improve the efficiency of district operations;
5. To build, move, or modify facilities; to establish budget procedures and determine budgetary allocation; and to determine the methods of raising revenue.

Article IV

Conduct of Negotiations

A. The parties agree that their duly designated representatives shall negotiate in a good faith effort. Each party shall select its own representatives.

B. Meetings between the Negotiations committees to discuss provisions of this Agreement may be called, upon the written request of the President of the Association or the Superintendent of Schools of the Board. Meetings shall be held within fifteen calendar days of said request. Request for meeting must specify matters to be discussed and shall be directed to the Superintendent of Schools or the President of the Association.

C. Contract re-negotiations shall begin no later than February 15 prior to the expiration of this contract, unless both parties agree to an alternate date. Subsequent meetings shall be held as necessary at times and places agreed to by both parties.

D. The Board and the Association agree that negotiations will include aspects of salaries, fringe benefits, working conditions, and procedures for grievance adjustment.

E. The Board and the Association agree to exchange information and proposals during the meetings, on matters being negotiated.

F. Items agreed upon by the Negotiations Committee shall be recorded in writing by a designated member from each committee and initialed by the chief spokesperson indicating tentative agreement

G. The participants may call upon representatives to consider the matters under discussion and to make suggestions. Each participating team may utilize the service of consultants during the deliberations. The costs and fees for consultants shall be assumed by the organizations utilizing them.

H. When the Negotiations committees reach tentative agreement on all the items to be incorporated into this Agreement, the document shall be submitted in writing to the Board and the Association for approval or disapproval.

Article V Calendar and Workday

A. The school year will be in accordance with the school calendar as adopted by the Board of Education each year in keeping with state standards of a minimum of 176 pupil attendance days and a maximum of 4 institute days. Any teacher in-service days needed for professional growth (beyond those minimum mandated by state law) will be negotiated with the teacher organization.

B. Prior to the first day of the upcoming school year, all teachers will be given a copy of the final adopted school calendar. The calendar shall include the dates for the following: institutes, work days, in-services, end of quarters, early dismissals with time of dismissal listed, parent/teacher conference, not in attendance days, beginning day of school, last day of school, legal school holidays, and progress report dates. The board and administration reserves the right to amend the school calendar and schedules throughout the course of the school year.

C. Teacher hours will be 8:00 to 4:00 on normal school days. Teachers will be able to leave at their discretion twenty (20) minutes after dismissal on any day except in the case of a pre-scheduled meeting with a parent, student, or administrator.

D. There shall be a full non-student day at the end of the school year and a half-day at the end of the first semester for evaluation and record keeping during each school year for the length of the contract. Statutory meetings will be held at the beginning of each institute day.

E. Teachers will be asked to attend up to two night meetings a year, which are a Fall Back to School Night and a Spring Open House/Art-Music Fest. Furthermore, teachers may be expected to stay until 4:30 PM on one (1) day per month for the purpose of professional development and for collaboration on academic and social programs of pupils. Teachers shall be notified one week prior to any such requirement.

F. Teachers will serve on school related committees. Each teacher will serve on one committee every two years.

G. A special education teacher will be granted one (1) day of release time for regular classroom duties for the purpose of developing IEP's, conducting parent meetings or staffing. Depending on that year's caseload, an additional one (1) day of release time may be requested to be granted at the Superintendent's discretion.

Article VI Grievance Procedure

A. Definitions - A grievance shall be:

1. Any claim by the Association or any employee that there has been a violation, misrepresentation, or misapplication of the terms of this agreement.
2. 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. To constitute an effective filing, all written grievances must contain the following information:
 - a. A description of the occurrence, giving rise to the grievance, including names, dates, and places necessary for a complete understanding of the grievance.
 - b. A listing of the specific provisions of this Agreement alleged to have been violated or misapplied.
 - c. State the remedy required to resolve the grievance.

B. Procedures - The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

1. STEP I - The employee or the Association may present the grievance in writing within ten (10) days of the event which gives rise to grievance to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievance and the immediately involved supervisor shall be present for the meeting and the Association representative may be present if requested by the grievant. Within five (5) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response.
2. STEP II - If the grievance is not resolved at Step I, the Association may refer the grievance to the Superintendent or the Superintendent's official designee within fifteen (15) days after receipt of the Step I answer. The Superintendent shall arrange for a meeting to take place within five (5) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors, as it deems necessary. Within five (5) days of the meeting, the Association shall be provided with the Superintendent's written response.
3. 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 through the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step II answer, then the grievance shall be deemed withdrawn.
 - a. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.
 - b. The arbitrator shall have no power to alter the terms of this Agreement.
 - c. Bypass to Superintendent - If the Association and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.
 - d. Bypass to Arbitration - if the Superintendent and the Association agree, a

- grievance may be submitted directly to arbitration.
- e. 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.
 - f. Association participation - Employee Represented - The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level and no employee shall be required to discuss any grievance if the Association's local representative is not present if one is requested by the grievant.
 - g. Association Participation - Employee not represented - When the Association is not present at the meeting where a grievance is resolved the president shall be informed of the disposition of the grievance.
 - h. No Reprisals Clause - No reprisals shall be taken by the Board or the Administration against any employee because of the employee's participation in the grievance.
 - i. It is agreed that any investigation or other handling or processing of a grievance by the grieving teacher or the teacher Association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.
 - j. Filing of Materials - All records related to a grievance, with the exception of evaluations, shall be filed separately from the personnel files of the employees.
 - k. Grievance Withdrawal - A grievance may be withdrawn at any level without establishing precedent.
 - l. No Written Response - If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step.
 - m. VLA Rules - Voluntary Labor Arbitration Rules will be used.
 - n. The fees and expenses of the arbitrator shall be shared equally by the parties.

Article VII

Teacher Provisions (Protection)

A. Any question or criticism by a supervisor, administrator, or board member of a teacher and his/her instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

B. When a teacher is required to appear before the Board, the teacher shall be entitled to have a representative of the Association present. The teacher shall notify the Board or Superintendent if a representative will be present. Further, when a teacher is required to appear before the Board, the teacher shall be advised in writing of the purpose for their attendance at the meeting at least 48 hours prior to the scheduled time of the meeting. Both parties may agree, in writing, to waive the 48-hour requirement.

C. When a teacher is required to appear before a supervisor in any meeting which is called to discuss a concern which may result in discipline against the employee, the employee shall, upon request, be entitled to have a representative of his/her choice present. This provision does not apply

to regular evaluation conferences conducted pursuant to the District Evaluation Plan.

D. When a Board member receives a complaint, the "chain of command" procedures will be followed as specified in the Board Policy Manual, in resolving the problem.

Article VIII Pupil Discipline

The Board recognizes that the teacher maintains the responsibility for the maintenance of control and discipline in the classroom. The administration will provide assistance when requested.

Article IX Professional Qualifications and Assignments

A. All employees shall be given notice of their tentative assignments for the forthcoming year no later than August 1 preceding the new school term. Included with that notice shall be a copy of the daily schedule that each teacher will be required to follow. In the event changes in such assignments are necessary, every reasonable effort will be made to advise the teacher of the anticipated change prior to making the final determination. Upon making the final determination, the affected employee shall be notified promptly, in writing. The employee shall be allowed to resign or obtain a one-year leave of absence without pay if such proposed change is not acceptable and if a qualified replacement can be obtained by the Board.

B. The Board and Association agree that students feel a need for school personnel to be interested in their school life. With this mind, it is agreed that all teachers regard attendance, whenever possible, at school functions in which students participate as one of their professional obligations.

C. Teachers will furnish the district office with a copy of their Teaching Certificate(s) following registration or renewal of said certificate(s) with the Regional Office of Education.

Article X Teaching Conditions and Facilities

A. By May 15th, each staff member shall submit a list of anticipated capital equipment needs for the following school term. Each staff member shall have a classroom budget of \$300 for the school year, to purchase equipment, instructional materials and classroom supplies. Teachers may elect to a) submit orders using catalogs provided by the district, b) purchase materials from The Chalkboard where a pre-approved account for an amount up to \$125 will have been established for each staff member, or c) submit receipts for reimbursement. Any combination of these arrangements may be used throughout a school year, with the total amount expended not to exceed \$300. Approved requests for reimbursement submitted by the first Monday of the month shall be paid out after the next regular school board meeting. Teachers new to the district shall be instructed concerning the requisition procedures at the time of employment or at an early time in the school year.

B. Teachers who use personal equipment at school to perform school duties must clear this with their supervisor. If the teacher's personal property experiences loss, damage, or destruction while on school premises, when the loss, damage, or destruction is not the result of the employee's negligence, the employer will replace or repair the equipment. Equipment that is replaced will be replaced at original value or replacement value, whichever is less.

Article XI

Vacancies, Promotions and Transfers

A. The Superintendent will post in each school building's faculty lounge and send an e-mail to all faculty members a notice of all teaching, extra-curricular, or bargaining unit vacancies in positions as they occur. Should said vacancy occur during the summer the Superintendent will also send out a notice using the District's electronic messaging system. It is the responsibility of each teacher to ensure that the District Office has the correct contact information. This includes phone numbers, school and personal e-mail. No vacancy shall be filled until such vacancy shall have been posted for at least five (5) working days. Denial of requests to fill vacancy shall be in writing. In the event involuntary transfers are necessary, the employee affected by such involuntary transfer shall receive consideration in a subsequently requested transfer.

For Coach, Assistant Coach and Activity Sponsor extra-curricular positions, if no staff member expresses an interest by applying for posted vacancies within a seven day period, the Superintendent has the discretion to fill the vacancies with an unpaid volunteer. The Superintendent also has the discretion to secure unpaid volunteers for related duties associated with extra-curricular events.

B. Whenever teacher vacancies occur during the summer months when school is not in session, the following procedures shall be followed:

1. Announcements of all possible teaching and administrative vacancies will be sent to each employee by first class regular mail to the employee's summer address. It will be the responsibility of the employee to provide the summer address to the employee's immediate supervisor.
2. The employees so notified shall have the responsibility of contacting the administration indicating their interest in said position.

C. When it is necessary for a building administrator to make any duty assignments outside the basic classroom function of instruction as an extra assignment, it shall be first offered on a voluntary basis. If the administration is unable to fill said assignment on a volunteer basis, they retain the right to assign said duties. These involuntary assignments will be rotated on a fair and equitable basis within the staff. In no event will a staff member be required to hold more than two (2) extra-curricular assignments as outlined in schedule B.

Article XII
Duty Free Times

A. Elementary teachers (K-8) will be provided a minimum of forty (40) minutes duty free time daily. The 40 minutes will be consecutive for grades 6 - 8 and teachers in grades K - 5 will receive 30 consecutive minutes for planning. No duty free period will fall after student dismissal time or before student commencement time. On a shortened day, a teacher's duty free time will be proportional to the shortened day.

B. Each teacher who is asked by his or her supervisor to forfeit their duty-free time shall be reimbursed at a rate of \$5 per 10 minutes.

C. Teachers will be permitted to leave the building during lunch break upon notification of the office. Teachers may leave the building at other times only with permission of the building principal or designee.

Article XIII
Teacher Compensation and Related Benefits (Provisions)

A. Salary Schedule

1. The salary schedule shall be set forth on Appendix A, attached hereto and made a part hereof for informational purposes.
2. Any Teacher placed on remediation will not be advanced a step on the salary schedule. Upon successful remediation, teachers will be reinstated at their proper level. (Pay is not retroactive)
3. Upon employment, a teacher shall be placed at an appropriate step and in the appropriate column as determined by the Board of Education. To advance from the BA column to the BA + 8 column, a teacher shall have successfully completed an additional 8 semester hours of credit beyond those hours required for BA degree. Also, these additional hours must have been successfully completed following attainment of teacher's certification and BA degree. In order to be placed in the MA column the teacher must have completed an approved master's program from an accredited program. To advance from the MA column to the MA + 8 column, a teacher shall have successfully completed an additional 8 semester hours of credit beyond those hours required for the MA degree. Also, these additional hours must have been successfully completed following attainment of MA degree.
4. Beginning with the 2011-12 school year, the Board of Education will only recognize up to 12 semester hours earned from workshops/symposiums. All other hours earned must be at the masters' level.
5. Teachers currently in the BA+32 column at Step 21 or greater have the option to advance to the MA column but will be subject to a 6% cap on their yearly salary increase until such time as they catch back up to the salary schedule.

B. Health/Medical Benefits

The Board will pay 90% of the policy cost for single insurance coverage. After the employee has paid the difference between the 90% employee only cost and the cost of employee plus children, employee plus spouse, or family coverage for three consecutive years, the Board will pay 85% of the employee plus children, employee plus spouse, or family insurance.

Changes in election of policy type will only be approved in the presence of a qualifying event. A qualifying event is defined as: marriage, divorce, birth or adoption of children, or death of spouse, or complete loss of job and/or benefits of spouse.

C. Group Life Insurance

The Board shall pay the premiums of \$25,000 Term Life Insurance policy for each full time teacher. (Exceptions noted in Article I, Section C)

D. Tuition Reimbursement

For the duration of the agreement, the Superintendent may approve reimbursement at the rate of \$135 per semester hour, up to a total of fifteen (15) semester hours per year, for approved coursework. **The Superintendent will have two weeks in which to reply to a request for coursework form. Forms must be submitted a minimum of three weeks prior to the start of the course.** Work done during the second semester will be reimbursed only if the teacher returns to Elementary District No. 2C. Reimbursement shall not apply to hours taken through a program for which a teacher receives a subsidy from other sources as the National Science Foundation, National Defense Education Act, etc., except when that subsidy is less than the \$135 per hour, then the balance shall be reimbursed by the board

1. To advance horizontally on the salary schedule, a teacher must submit an official transcript by August 20th. To meet a deadline, a teacher may submit a grade report until the official transcript arrives. The transcript must be received in the District Office no later than September 20th.
2. When securing permission to enter a graduate program, all coursework under the program shall be accepted for reimbursement provided the limit does not exceed the fifteen (15) semester hours per year.

E. Payroll Periods

Teachers shall have the option of receiving their salary over either ten (10) or twelve (12) months. Each teacher electing to receive his or her pay over ten (10) months shall notify the superintendent no later than August 1st of each year.

Payroll checks shall be regularly issued on the 5th and 20th of each month over a ten (10) or twelve (12) month period. When at least 15 teachers request direct deposit, the District will provide this opportunity. It shall be the responsibility of the teacher to provide the District with the required documentation needed for direct deposit. Information must be supplied by August 5th for the next school year. If the information is not provided, then the teacher will not be eligible. Beginning with the 2011-12 school year, all new teachers must participate in the direct deposit program.

F. Teacher Retirement Contribution

According to authority granted by the Pension Reform Act of 1974, Section 414 {h} (2) of the Internal Revenue Code, the Board of Education agrees to pay the full amount of their required contribution to the Teacher Retirement System.

The contribution to the retirement system will be sheltered for tax purposes. Should any of the above be declared improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

G. Retirement Incentive

1. This Retirement Incentive assumes that a teacher who gives less than a four year notice will not have exceeded a 6% increase of creditable earnings in the non-incentive years that are used in the TRS calculations for retirement earnings (FAS). In the event the teacher receives more than 6% and/or participates in the TRS Early Retirement Option (ERO), either of which would obligate the District to additional contribution to TRS, the teacher will not be eligible for the incentive.
2. To be eligible a teacher:
 - must have completed at least fifteen (15) years of full-time employment or twenty (20) years of any combination of full and part-time employment with the District.
 - must be fifty (50) years of age at the time of retirement or will reach age fifty (50) prior to December 31st of the retirement year.
 - shall submit an irrevocable notice of retirement by June 1st up to four (4) years in advance of the expected retirement date which must be on or before the last day of the 2019-2020 school term.
 - Shall submit at the time of notice of retirement, a TRS statement of benefit or other TRS documentation confirming the teacher's total years of service and creditable earnings.
3. The teacher leaves the salary and extra duty schedule and, in exchange for performing the same duties as in the "base year", receives a 6% increase in creditable earnings. "Base Year" creditable earnings are defined as the total TRS creditable earnings from all District sources in the year proceeding the first incentive year.
 - a. The teacher will remain "off schedule" and receive a 6% increase for each year of notice – up to four (4) years. (Four year notice, 6% for four years; three year notice, 6% for three years; two year notice, 6% for two years; one year notice, 6% for one year).
 - b. The teacher agrees that all duties performed in the "base year" will be performed in the "notice years", e.g. coaching, duties and assignments that were counted as TRS creditable earnings along with the scheduled salary.
 - i. A teacher may voluntarily resign from an extra duty assignment; however the teacher's compensation would be reduced accordingly.
 - ii. A teacher may be removed from an extra duty assignment by the Board only for cause. In such case, compensation would be reduced accordingly. Elimination of a program would require a mutually agreeable alternative

assignment.

4. A teacher who takes courses or otherwise would “move” on the salary schedule, or “move” in an extra duty/stipend schedule, will not receive additional compensation beyond the 6% incentive.
5. A teacher under this retirement incentive will not be able to earn more than 6% of the previous year’s creditable earnings, regardless of assignment.
6. The 6% incentive raises are compounded in each of the notice years.

H. Early Retirement Option

(If the Law expires and is not renewed this subsection becomes null and void but will be reinstated if the Early Retirement Option is brought back before the end of this contract.)

To be eligible, a teacher

- must have completed at least twenty (20) and less than thirty-five (35) years of creditable service in the Illinois teacher Retirement System.
- must be at least fifty-five (55) years of age and less than sixty (60) years of age at the time of retirement or will reach age fifty-five (55) within six months of the last day of service.
- shall submit an irrevocable notice of retirement by June 1st of the year preceding retirement.
- Shall submit at the time of notice of retirement, a TRS statement of benefit or other TRS documentation confirming the teacher’s total years of service and creditable earnings.

The Board of Education exercises the right to limit the number of teachers using the ERO to 10% of those eligible in a single year. The limitation will be based on seniority among those who submit an ERO retirement request.

In the event that more than 10% request ERO in any given year, and if the Board of Education chooses not to waive the limit for such year, then ERO shall be available to the applicants with the greatest seniority in District #2C. Any applicant that is not permitted to retire in the requested year due to application of the 10% limit will be allowed to either withdraw his request for ERO retirement or to submit a request for retirement in a different year.

I. Teacher Health Insurance Security (T.H.I.S.)

The District shall pay 100% of the insurance contribution required by the state for TRS members.

Article XIV

Teacher Evaluation

A. The Board and the Association agree that the primary purpose of the evaluation of teachers is to improve the quality of instruction. The Board and the Association further agree that the evaluation of teachers is to be a shared responsibility. The district will establish, in cooperation with association representatives, a plan for evaluating tenured teachers as set forth in 105 ILCS 5/24 A-1.

B. The *Professional Appraisal System* shall be completed by the tenured teacher. The tenured teacher shall complete the growth plan once every two years as stated in the *Professional*

Appraisal System 2007/2008.

1. The tenured teacher will provide a *Professional Growth Plan Outline* (pg. 35) which identifies a goal that is in one of the four domains of professional competency.
2. The tenured teacher will meet informally with the administrator and discuss the progress of the plan. The teacher will complete *Informal Progress Review Forms* (page 36) that are kept by both teacher and administrator.
3. The teacher will complete the Professional Growth Plan by May 30th and fill out the appropriate *Summary Form* (page 37-38) which will be filed in the staff member's personnel file.

C. In the event that the Professional Growth Plan is not completed within the set timelines the following may occur:

1. Due to extenuating circumstances an extension will be given.
2. The teacher will receive a satisfactory rating and be given an additional year to complete the plan. However, the professional will be evaluated again the following year.
3. In the event the teacher does not complete the plan with the time extension then they will enter the *Professional Assistance Plan*.
 - a. Identify the concern relative to a *Professional Competency Domain*.
 - b. A list of activities/procedure utilized to address the concern.
 - c. A time line indicating implementation dates, meeting to review progress and the final review date.
 - d. Concern resolved, teacher removed from *Assistance Plan*. The teacher will be evaluated on schedule the following year.
 - e. Concern unresolved, move from *Assistance Plan* to State of Illinois Remediation Plan Section 24-12 of School Code [105 ILCS 5/24-12].

D. A Pre-Tenured Teacher will complete the *Professional Appraisal System* as written in the *Professional Appraisal System* booklet.

1. Year 1:
 - a. Three formal observations.
 - b. Artifact collection which is documentation that support the professional domains and growth.
 - c. Reflections written by the teacher.
 - d. Summative review written by administrator.
2. Year 2, 3, and 4:
 - a. Two formal observations.
 - b. Artifact collection that supports the professional domains and growth.
 - c. Reflections writings by teacher; required in year 1 and 2, optional year 3 and 4.
 - d. Summative review by administrator.

E. A teacher shall have the right to respond to the evaluation and said response shall be attached to the evaluation report to be placed in their personnel file. A copy signed by both parties shall be retained by the teacher.

F. No formal evaluation shall take place until the Superintendent and/or administrative team

acquaints each teacher with the *Professional Appraisal System*. The Superintendent shall advise each teacher who shall observe and evaluate the teacher's performance. The same evaluator will conduct the entire *Professional Appraisal System*.

G. Teachers shall participate in professional development activities to ensure eligibility for continued certification with the State Teacher Certification Board. Participation in such professional growth activities does not preclude participation in district sponsored inservice and institute day activities that do not offer credit. A teacher may be exempted from attending such an activity by an administrator or may attend a previously approved professional development activity.

H. District evaluation tool is the *Professional Appraisal System, 2007-2008*.

Article XV

Payroll Deductions

The Board shall deduct from the pay of any teacher who has provided written authorization to do so, any money designated by the employee for purposes of 1) tax sheltered annuity deductions; deductions shall commence within thirty (30) days after the signed authorization is delivered to the District Business Office. The Board agrees that it will accept any revocation of deductions for the above at any time. Teachers shall be permitted to request such a deduction once each school year and once a deduction is authorized in any school year it may not be amended more often than once each semester except by revocation; 2) Association dues; and 3) Insurance premiums from those employees participating in Health/Medical coverage provided through the school district's program.

Article XVI

Leave

A. Sick Leave

Each teacher shall be entitled to twelve (12) days of sick leave per school term or prorated according to the level of employment (Article I, Section C). For a part-time teacher, leave shall be pro-rated on the basis of the number of days of employment. For example: a teacher working four days a week would receive 80% of the sick leave allotment or 10 days; a teacher working five half-days a week would receive 12 half-day sick days. Sick leave shall be allowed to accumulate to the maximum number of days allowed by TRS to obtain credit for his/her pension including the current year's leave. Sick leave shall be interpreted to mean leave for personal illness, medical appointments when teachers are ill, quarantine at home, or serious illness or death in the immediate family. Teachers making routine medical appointments are encouraged to make these appointments during the summer months or during vacation time. Immediate family shall mean parents, spouse, brothers, sisters, children, grandparents, grandchildren, aunts, uncles, nephews, nieces, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, and legal guardians. A teacher may sell to the board up to five (5) days of unused sick leave at the end of the school year at a per day rate equal to half the current daily pay for a substitute teacher.

Participation is voluntary.

B. Personal Leave

Three (3) personal leave days or prorated according to the level of employment (Article I, Section C) shall be granted to each teacher each year. These personal leave days may accumulate to five (5). These days must be arranged for at least three days in advance. Personal leave days will be limited to no more than four (4) teachers at the same time. Under special circumstances, providing that substitutes can be found, the Superintendent may approve other requests. Unused personal days will be added to accumulated sick leave to the maximum allowed in Article XVI, Section A. Persons at the maximum number of allowable days of accumulated sick leave are entitled to use twelve (12) sick and three (3) (or up to five (5) if accumulated) personal leave days during a contract year without losing any accumulated sick leave. A maximum of five (5) days of unused sick and/or personal leave days may, as referred to in Article XVI, Section A, be sold to the Board at a per day rate equal to the half the amount paid to a daily substitute teacher. (Participation is voluntary). When the school and school offices are closed by action of the Board or the Superintendent for the entire school day, no personal leave days shall be charged to the teacher. Additional personal leave, in excess of that provided by this Agreement, may be granted with Superintendent approval; such leave shall be granted without pay.

C. Professional Leave

The Board may grant a teacher paid leave to attend meetings related to his/her teaching field. Such leave shall be limited to a maximum of two (2) days per year for any individual teacher, with additional days requiring approval by the Superintendent. Written requests for professional leave shall be submitted to the Administration at least five (5) days prior to the date of requested leave. The Board of Education may pay registration fees, parking fees, mileage, cost of a room, cost of meals connected with a workshop fee or included with the conference registration. The teacher will be notified of approved expenditures prior to attending the meeting.

D. Leave of Absence without Pay

1. Leaves of absence may be granted without pay to teachers who have rendered satisfactory service to the District and who desire to return to employment in similar capacity at a time, as defined below, consistent with the needs of the District.
2. Leaves of absence without pay, for not more than one (1) year, may be granted to teachers according to the following conditions:
 - a. Written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.
 - b. Dates of departure, return, and notification of intent to return shall be determined by the teacher and the Superintendent prior to initiating the request to the Board.
 - c. Leaves may, unless stipulated to the contrary in this Agreement, be granted for:
 - i. Advanced study leave, leading to a degree in an approved university.
 - ii. Educationally related travel, if the applicant provides an itinerary and an explanation of how such travel shall improve the educational program.
 - iii. Military
 - iv. Maternity/child care leave.
 - v. Care for the employee's spouse, child(ren) or parent who has a serious health condition.

- vi. Other reasons acceptable to the Board, which will improve the educational program in the District.
- d. Teachers shall not advance vertically on the salary schedule while on any approved leave of absence without pay unless they have worked ninety (90) days during the school year in which said leave is granted.

E. Maternity Leave

The Board may grant maternity leave without pay to full time tenured teachers in the District, subject to the following conditions:

1. All such leaves shall be for a fixed period, with specific beginning and ending dates. The teacher and the Superintendent shall mutually agree upon the length of such a leave.
2. The teacher may apply for an extension of a granted leave at any time prior to thirty (30) days before the leave is to terminate. Granting of such an extension shall be at the sole discretion of the Board and will, in each case, terminate with a fixed date.
3. Request to the Board for maternity leave shall be in writing and made no later than three (3) months prior to the date the teacher is requesting the leave to commence.
4. At the request of the Board, a pregnant teacher shall provide a physician's statement that indicates her ability to continue working.
5. Physicals by a physician mutually agreed upon by the Board and the teacher, at the Board's expense, may be required of a pregnant teacher in order to substantiate her ability to continue employment.
6. A teacher returning to work after pregnancy related absence might be required to provide a physician's statement indicating her ability to resume employment.

F. Insurance Coverage on Leave

With the approval of the carrier, a teacher on authorized leave may make arrangements prior to the leave to continue the group hospitalization and life insurance coverage and will reimburse the district for the appropriate cost. Deductions for days that a teacher is absent and which are not covered by sick leave, personal leave, or other paid leave, shall be made from the teacher's paycheck of the school year according to the following formula:

$$(\text{Base salary of teacher} / 180) \times \text{Number of Days}$$

G. Bereavement Leave

Employees may use up to three (3) days, per incident, for leave connected with the attending of funerals. Bereavement days are to be used in connection with immediate family members as outlined in Article XVI, Section A. Other situations may occur that would allow teachers to receive bereavement leave benefits. These situations will be approved on an individual basis by the Superintendent and teachers will be charged sick leave after the first day of each approved occurrence.

H. Court Duty

The district will pay full salary during the time an employee is on jury duty or, pursuant to a

subpoena, serves as a witness or has a deposition taken in any school-related matter pending in court. The teacher shall turn over to the District any court duty remuneration received, less mileage and meal expenses.

I. Military Leave

Military leave shall be granted in accordance with applicable state and federal laws. Any teacher requiring military leave shall provide the District with written notification of activation into military service.

1. Benefits
 - a) Insurance
 - i. During military leave, the employee will be given the opportunity to retain insurance coverage in the school insurance program.
2. TRS
3. The District shall continue to pay the employee's TRS contribution, as per the salary schedule, during the employee's military leave status.
4. Salary
5. The employee shall receive his/her contracted pay through the District, minus that which he/she shall receive from the government (excluding hazardous duty pay). For example:
 - a) If the employee's military pay (excluding hazardous duty pay) is less than the employee's contracted pay through the District, the District shall pay the difference between the two;
6. If the employee's military pay (excluding hazardous duty pay) is equal to or greater than the employee's contracted pay through the District, the employee shall retain any extra military pay.
7. Sick Leave/Personal Days
8. The employee shall retain all unused sick leave/personal days accrued prior to his/her leave of absence.
9. Reinstatement
10. A teacher who has been called into military service, either active duty or activated Reserve or National Guard, from a teaching position in the District, shall, upon completion of his/her service, be reinstated in the same/equivalent position that he/she formerly held. Tenured teachers shall return with tenure status. Application for reinstatement must occur within 90 calendar days after discharge or return from active duty. Furthermore, he/she shall receive the benefit of such experience increments and salary adjustment (if applicable) as were made during his/her military service. Upon return to employment with the District, the employee shall be placed at the same position on the salary schedule (if applicable) he/she would have been, had he/she been employed in the District during such period.

J. Association Leave

The Association shall be granted an aggregate of four (4) days on an annual basis to send representatives to Association meetings or conferences, and/or to conduct Association business. No more than (2) members of the Association shall take this leave at the same time. Teachers shall be excused without loss of salary providing that the Association shall reimburse the District for the cost of a qualified substitute. The Association shall make the request, whenever possible,

at least three (3) working days prior to the date requested so that an appropriate substitute can be found.

Article XVII Strikes and Lockouts

A. Strikes

The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in a strike.

B. Lockouts and Unfair Labor Practices

The Board agrees that it will not, during the period of the Agreement, directly or indirectly, engage in or assist in any unfair labor practice. The Board also agrees that it will not lock out any bargaining unit member during the term of this Agreement.

Article XVIII Mileage

Teachers shall be reimbursed at the officially approved I.R.S. rate of reimbursement.

Article XIX Dues Deduction

A. Any teacher who is a member of the Association may sign and deliver to the Board offices an assignment authorizing the deduction of Association dues in an amount to be certified annually by the Association. Such authorization must be submitted by October 1. Such authorization and assignment shall continue in effect from year to year unless canceled in writing by the teacher prior to October 1 of the new school term.

B. The Board shall deduct Association dues on a monthly basis beginning in October and continuing through June. The Board has no responsibility for collecting past or overdue dues. It shall be the Association's responsibility to collect the following directly from the teacher: dues owed after cancellation of a deduction authorization; dues owed before the time the deduction authorization became effective; and dues missed because of insufficient earnings.

Article XX Committees/Extra Curricular

Extra Curricular Pay

1. The extra-curricular pay schedule shall be set forth in Appendix B, attached hereto and made a part hereof for informational purposes. For any extra-curricular stipend below the amount of \$500, the teacher will receive the payment at the conclusion of

- said duties.
2. Extra-curricular pay shall be allowed only for those job assignments listed on the extra-curricular schedule. It is understood that the Administration is not required to assign individuals to fill said assignments.
 3. Building Principals shall attempt to fill the extra-curricular positions with qualified volunteers. If vacancies remain after calling for volunteers, then the Building Principals shall assign qualified teachers to such positions. Extra-curricular positions will be offered to school employees first.

Article XXI

Fair Share

A. Fair Share Agreement

It is recognized that the negotiations and administration of this Agreement entail expenses, which appropriately are shared by all employees who are beneficiaries of said Agreement. To this end, if an employee does not join the Association, such employee will execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration. The total amount shall not exceed that amount established as regular Association dues.

Pay directly to the Association a like sum. In the event the employee wishes contributions to be handled through payroll deductions, the money shall be remitted to the Association in the manner provided in Article 19, Section B.

The Association shall submit to the Board an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the Association, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were excluded in determining fair share.

The obligation to pay a fair share fee to the Association will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which said employee is a member, objects to the payment of a fair share fee to the Association. In the event that a religious objection is filed by a non-member of the Association and collection made of the fair share fee, the Association will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization.

In the event such an authorization is not signed or such direct payment is not made within thirty (30) days following the commencement of employment and/or the effective date of this contract, whichever is later, the Board shall deduct the fair share fee in equal payments from the regular salary check of the employee.

B. Fair Share Notice and Objection

The Association shall send by first-class mail, a notice to each non-member (1) specifying the amount of fair share fee to be deducted, and (2) advising that any non-member may object to the amount of the fee, and (3) describing the process for filing objections.

The Association shall post the same fair share notice on all bulletin boards.

The Association shall certify to the Board that said notice has been mailed to all Association non-members in the bargaining unit.

Such fee shall be paid to the Association by the Board no later than fifteen (15) days following deduction.

C. Hold Harmless Provision

The IEA/NEA agrees to indemnify and save the Board harmless against any liability which may arise by reasons of any action taken by the Board in complying with the provisions of Section A above, including reimbursement for any legal fees or expenses incurred in connection therewith. The Board agrees to promptly notify the Association in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of Section A above and, if the Association so requests in writing, to surrender claims, demands, suit or other forms of liability.

In the event that an objection is filed by a non-member during the term of this Agreement, the Board shall continue to deduct the fair share fee from the objecting employee's pay, but shall transmit the portion of said fee objected to, to the Illinois Educational Labor Relations Board which shall hold the fee in escrow. The IELRB shall investigate and consider the fair share fee objections and determine the amounts to be apportioned to the non-member and to the Association.

Article XXII

Effects of Agreement

A. This agreement constitutes the full and complete Agreement of the parties and may be altered, changed or modified only through the voluntary, mutual consent of the parties in a written, signed amendment to this Agreement. The parties acknowledge that during the negotiations, which resulted in this, Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The parties further acknowledge that the understandings and agreements arrived at them are fully set forth in this Agreement. Therefore, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or proposed during the negotiation of this Agreement, including the impact of the Board's exercise of its rights as set forth herein with regard to wages, hours and terms and conditions of employment and including the impact of the Board's exercise of its inherent managerial rights, except as expressly set forth in Article XIII, Section G.

B. Should any Article, Section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be defeated from this Agreement only to the extent that it is found to violate the law. All remaining Articles, Sections, and clauses shall remain in full force and effect.

Article XXIII
Duration of Agreement

This Agreement shall be effective as of **July 1st, 2012** and shall continue in effect until the **30th day of June, 2017**. This Agreement shall expire at such expiration date, unless it is extended for a specific period or periods by mutual written agreement of the parties, or is replaced by a Successor Agreement.

Article XXIV
Ratification of Agreement

This Agreement will not be considered binding until such time as the Association has formally notified the Board in writing of official acceptance of this document by the membership and subsequent approval by formal Board of Education action at a public meeting.

Execution of Agreement:

In witness whereof, the parties have executed this Agreement by their duly authorized representatives:

Dated _____

For the Mazon-Verona-Kinsman
Education Association, IEA-NEA

For Mazon-Verona-Kinsman
District 2C

President

President

Appendix A

- i. 2012-2013 Salary Schedule
- ii. 2013-2014 Salary Schedule
- iii. 2014-2015 Salary Schedule
- iv. 2015-2016 Salary Schedule
- v. 2016-2017 Salary Schedule

Appendix B

- i. Extracurricular Schedule for Current coaches as of 2011-2012 school year
- ii. Extracurricular Schedule for coaches starting 2012-2013 school year