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TEACHER/TEACHER ASSISTANT CONTRACT 2016 -2019

ARTICLE I – RECOGNITION

- A. The Board of Education of Henry-Senachwine Community Unit District 5, hereinafter referred to as the “Board”, recognizes the Henry-Senachwine Education Association affiliated with the Illinois Education Association and National Education Association, hereinafter referred to as the “Association,” as the sole and exclusive negotiating agent for all full-time personnel and part-time personnel who are employed for the full school year, regularly required to be certified, hereinafter referred to as “teachers and teacher assistants,” except for the Superintendent, Principal, Curriculum Director, Substitutes, Food Service, Maintenance/Custodians, Secretary, Clerk, Payroll, Bookkeeper, Bus Drivers, Nurse, High School Technology Coordinator, Short-term Employees employed less than the full academic year and any new position which may be hereinafter created which includes among its responsibilities making of meaningful recommendations for the employment, evaluation, transferring, assignment, disciplining or dismissal of teachers and/or teacher assistants.
- B. The Board agrees not to negotiate or to consult with any other Teachers’ Organization, individual teacher, individual assistant, group of teachers or group of assistants with regard to wages, hours and other terms and conditions of employment unless otherwise provided for in this Agreement or unless mutually agreed to by the Association and the Board during the term of the Agreement. Provided, however, that the Board may negotiate or consult with another Teacher’s Organization upon certification of such organization by the IELRB.

ARTICLE II – NO STRIKE

The Association and individual teachers and teacher assistant’s agree to render full and complete services to the Board. Furthermore, neither the Association nor individual teachers/teacher assistants will engage in, authorize, or instigate any strike, slowdown, refusal to work or other refusal to render full and complete services to the Board. The Association shall, upon notice from the Board, direct teachers to comply with the provisions of this article. The presence of a secondary labor picket shall not excuse teachers or teacher assistants from fulfilling their obligations to the district.

ARTICLE III – TEACHER AND ASSOCIATION RIGHTS

A. Suspensions

A teacher and/or assistant may be suspended with or without pay. Suspensions of a teacher and/or assistant without pay shall be for cause.

B. Dues Deduction

The Board of Education agrees to make monthly payroll deductions in accordance with a teacher's/assistants' dues authorization from the 26 consecutive pay periods contained within the period beginning with the first pay date in September and concluding with the last pay date in August. The listing of members for dues deductions must be submitted to the Business Office by the end of the second full week of school and there shall be no deviation for the ensuing year, with the exception that provisions will be made for teachers/teacher assistants newly employed during the course of the year, upon receipt of a verification of membership from the Association in writing.

If a teacher or assistant resigns or becomes disabled during the year and is unable to complete the year, the unpaid portion of the annual dues will be deducted from their final check.

Dues deductions will be remitted monthly to the named Treasurer of the HSEA. It shall be the responsibility of the HSEA Treasurer to acknowledge receipt and accuracy of each check by signing an accompanying receipt form and returning it to the Business Office not later than ten (10) days after receipt of the check.

C. Board Agenda, Packet and Minutes

Two (2) copies of all Board minutes shall be mailed to or placed in the mailbox of the President of the Association as soon as they have been approved for dissemination by the board. One copy of the board agenda and packet, excluding confidential and privileged information, shall be given to the President of the Association prior to each Board meeting.

D. Special Meetings

The President of the Association or the President's designee shall be given written notice of all regular and special meetings of the Board together with a copy of the agenda or statement of purpose of the meeting at least twenty-four (24) hours prior to the scheduled time of the meeting, when possible.

E. Copies of Agreement

Within thirty – days (30) 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 district. The Association and the Board shall share the cost of the reproduction.

F. Monthly Meetings

The Association and the administration recognize the importance of communication in maintaining good relationships and agree to meet on request, but not more than monthly, unless agreed to by both parties, for the purpose of discussing problems. These meetings shall

be held with reasonable written notice stating the item or items to be discussed at such meetings. The Association will designate not more than three (3) representatives to attend such meetings and will notify the Superintendent and/or Principal in writing of their selection.

G. Building Leave

Teachers may be allowed to leave the building during their planning periods with the approval of the Superintendent and/or Principal. Prior to leaving, the teacher shall notify the office.

H. Use of Building and Equipment

The Association and its representatives may, with prior written approval of the Superintendent and/or Principal and consistent with the Board of Education policy and the needs of the district, use the school buildings and equipment upon request. The Association shall reimburse the Board for any costs incurred by the Board due to the Association's use of school facilities including costs incurred from any damages to school facilities.

I. Bulletin Board and Mail Use

The Association shall have the right to use the district's existing teacher and teacher assistant mailboxes and e-mails for a reasonable quantity of Association material provided that a copy thereof is concurrently provided to the Superintendent and/or Principal. The Association building representative shall be responsible for distributing such materials to each of the teacher's and teacher assistant's mailboxes. No public forum shall be created by this provision.

The Association shall also have the right to use one (1) bulletin board located in each faculty room for the posting of official Association notices.

J. Parental Complaints

Although no one shall be denied the right to present a complaint about school personnel to the School Board, resolution of such complaints will first be referred to the District administration for study and solution.

The District places trust in its employees and desires to support employees' actions in such a manner that employees are freed from unnecessary, spiteful or unjustified criticism or complaints. If feasible, the complainant shall be encouraged to first bring a complaint to the individual concerned. If the problem cannot be resolved with the individual concerned, it should be brought to the attention of the immediate supervisor or administrator. The individual employee involved shall be given every opportunity for explanation, comment, and presentation of the facts as he sees them.

If the issue is not resolved by involvement of the immediate supervisor, the complainant can refer the issue to the Superintendent for his review and decision.

If the above steps do not resolve the concern of the complainant, he may request a closed meeting of the School Board for the purpose of review of the Superintendent's decision. Generally all parties involved, including the District's administration, shall be asked to attend such a meeting for purposes of presenting additional facts, making further explanations and clarifying the issues. The School Board shall conduct such a meeting in a fair and just manner.

K. Budget and Financial Report Copy

The Board shall give the Association President a copy of the budget and financial report within two weeks of its approval.

L. Early Administrative Dismissal

School will be dismissed at 11:30 a.m., every month, or as needed, with the exception of August and December, for purposes of curriculum development and/or administrative meetings, date to be determined by the administration, with ten day prior notice to the Association. Teacher attendance is required. Teacher assistants will be given a 24-hour notice if not required to be in attendance.

ARTICLE IV – EMPLOYMENT CONDITIONS

A. Reduction in Force

1. If the Board shall determine that it is necessary to decrease the number of teachers employed or to discontinue a particular type of teaching service, the Association President or designee shall be informed of the possibility of such action, and the Board or its designee shall afford an opportunity prior to any action being taken to the Association to meet and discuss such reduction, such meeting to be with a committee of reasonable size selected by the Association President. If such reduction or discontinuance shall occur the Board will comply with the requirements of 105 ILCS 5/24-12 and all other applicable laws.
2. Pursuant to the Educational Reform Act (P.A. 97-0008, hereafter “the Reform Act”) at least 75 days before the end of each school term the District must establish and distribute to the Association a Sequence of Honorable Dismissal (SOHD) list which the District will use in carrying out any Reduction in Force (RIF). Consistent with the Reform Act, teachers will be placed in one of four categories based on their performance evaluation ratings and within groupings four (4), three (3), and to some extent two (2), seniority is used in determining the sequence of the RIF. Since seniority plays a role in RIF, the following process will be used in establishing seniority:
 - a. Teachers who by law are to be placed on the Sequence of Honorable Dismissal (SOHD) list will have their seniority determined by continuous service as a teacher in a regular permanent teaching position

from the date they were hired by the Board of Education. Teachers who are employed less than full-time and who are eligible to be placed on the SOHD list will have their seniority calculated on a pro-rata basis. Time on unpaid leaves of absence of more than ninety (90) consecutive school days will not be counted in determining seniority. Such unpaid leaves of absence approved by the Board shall not constitute an interruption in employment.

- b. If seniority with the District is equal between two (2) or more teachers, the seniority will be determined by total service in the District whether or not continuous.
 - c. If a tie remains the teacher with the greater seniority will be decided by lottery in the presence of a HSEA representative.
3. By February 1, of each school year, the Board will develop a seniority list of all teachers in the District and their years of service in the District and provide a copy of the list to the HSEA. The seniority list will also show teachers' reported endorsements, certifications, and approvals. The Board will maintain the seniority list in each school's office and in the Central Office where it may be viewed by staff. By February 1, the Board will mail, via certified mail, notice to tenured teachers on extended leaves that the seniority list has been developed and available for review. Any teacher that objects to his or her placement on the teacher seniority list must notify the Superintendent in writing within thirty (30) days of the posting of the list or waive the right to challenge the seniority placement for that school year.

NOTE: The parties acknowledge that while seniority is used in the Sequence of Honorable Dismissal (SOHD) of teachers within groupings four (4), three (3), and to some extent in grouping two (2), seniority is not used for teachers in grouping one (1) for effectuating a reduction-in-force. A teacher should not rely on his or her tenure status or relative placement on the District seniority list to determine whether he or she will be affected by a Reduction in Force.

4. If the Board has any vacancies for the following school term or within one year from the beginning of the following school term, following notice of honorable dismissal, the Board shall first offer employment to the teachers pursuant to the requirements of the Illinois School Code. A teacher's failure to respond affirmatively within seven (7) calendar days after receipt or twelve (12) calendar days after mailing, whichever is earlier, of a certified letter from the Board, shall result in termination of the teacher's right of recall hereunder.

B. Notification of Assignments

All teachers shall be given written notice of their projected assignments for the forthcoming year no later than the last teacher workday of the school year, if feasible, and if the district has sufficient enrollment, teacher hiring, and other information pertinent to assignments and adequate staff resources to do so. A vacancy is an instructional position for which the Board

deems necessary to hire a replacement. Instructional positions include, but are not limited to, classroom teachers, special teachers, counselors, librarians and paraprofessionals for the purpose of this Agreement. The administration shall place in each building's teachers' lounge notice of vacancy, as defined above, as they occur, and for the following school term. Interested applicants should apply immediately to the Superintendent to be considered.

C. Announcements

Announcements of Association business, which have no impact on the student body and have been approved in advance by the superintendent may be read over the intercom system or included in written communication. Such announcements shall be made at the times regularly scheduled for announcements.

D. Teacher Workday

All teachers will arrive at school at 7:55 a.m. and may leave at 3:40 p.m. Supervision in the morning and after school by teachers will be required on a rotating basis. Not more than four teachers per day in each school will be required to supervise before school nor more than four teachers in each school will be required to supervise after school. Teachers who are required to do morning supervision shall be ready to supervise at 8:00 a.m. Mileage will be paid to teachers who are asked to commute between schools or who are required to attend meetings outside of Henry during the school year and summer break. For every nine weeks (grading period) a teacher at the high school has more than five different preps at the same time within a given semester, they will receive an additional stipend of \$1,000 (including TRS) (Note: see "other limitations", letter "c", page 8 regarding 6% cap). All district (PreK-12) special education teachers and grade school (PreK-8) teachers are not eligible for this stipend. All teachers may leave school at 3:30 p.m. on Friday. Teachers may leave ten minutes after the students are dismissed when school is dismissed early for vacation. Extra-curricular activities are excluded from coverage. Attendance at parent-teacher conferences is required of all teachers. The Superintendent and/or Principal may consider special circumstances.

Teachers will retain the right of refusal when requested to substitute for another member of the staff during their planning period.

Teachers will have scheduled duty free, travel free, daily planning time equivalent to one class period, unless the teacher opts to cover another duty. The junior high master schedule period will be used for calculating the planning time for teachers of grades kindergarten through eight.

Teacher Assistants are required to work a minimum of 175 days per school year. Any additional days required by the administration (with two weeks notice) will be paid on their final paycheck of that school year.

Zero hours classes to be taught at the high school will be on a voluntary basis only and would result in the modification of the school day as follows: teacher report time: 7:05 a.m., zero hour class time: 7:35 – 8:22 a.m., teacher dismiss time 2:47 p.m. for any school personnel who has chosen to teach a zero hour class.

E. Payroll Installments

Each teacher and teacher assistant shall be paid by direct payment, on the basis of twenty-six (26) payments (September-August). Paydays shall be every other Friday. (Note: Health insurance premium will be deducted from the first two pay checks in any one month; therefore, net pay will be greater for the third pay check in any month for those teachers who have a health/dental insurance deduction).

G. Smoke-Free Environment

The Board shall establish a "Smoke Free" building and property on a twenty-four (24) hour basis which shall include attendance days as well as all activities held on said property.

H. Attendance at Extra-Curricular Activities

Employees shall be encouraged to attend no less than four extra-curricular activities during the school year.

I. Retirement Benefit

Retirement Benefit Plan

1. The Board shall recognize the service of teachers and teacher assistants who have rendered at least 15 consecutive years of full-time creditable service to Henry-Senachwine Community Unit School District No. 5 as of the date of their retirement, and who are eligible to receive regular retirement pension benefits through the Teachers' Retirement System in the State of Illinois or Illinois Municipal Retirement Fund (from here referred to as the IMRF)(excluding those teachers who elect to receive any retirement option under the Modified Early Retirement Option provision of TRS Illinois Pension Act or as otherwise specified below).
2. Eligibility
 - a. To be eligible the teacher or teacher assistant must have been employed as a full-time teacher or teacher assistant for at least 15 consecutive years immediately preceding his or her retirement.
 - b. The teacher or teacher assistant must give written, irrevocable notice to the Superintendent between January 1 and April 15 up to 3 years prior to the school year he/she is to retire without any Board-paid contribution under the Illinois Teachers' Retirement System or IMRF. If the teacher or teacher assistant fails to give such notice he/she will not be eligible to receive benefits under this program. If teachers or teacher assistants submit their irrevocable

notice of retirement to the Superintendent by October 1, 2016 for an effective retirement date at the conclusion of the 2017-2018 or 2018-2019 school year, the Board would make an allowance, as long as all conditions are met. All following years would follow the April 15 deadline.

- c. The teacher or teacher assistant must in fact retire without any Board-paid contribution into the Illinois TRS/IMRF on or before June 30, 2022.

3. Retirement Benefits

a. 6% Increase

Each teacher or teacher assistant who submits a written, irrevocable notice of intent to retire as described above will be paid a salary increase in over his/her last 3 (or less) years of service equal to 6% of the teacher's or teacher assistant's previous year's creditable earnings, including any other creditable earnings from extracurricular, stipends or compensation (minus any extra duty assignments paid during the previous school term that would be dropped or resigned from prior to or during the completion of this agreement). This increase will be paid evenly throughout the yearly paychecks regardless of the number of annual pays elected by the teacher, each retiring teacher or teacher assistant will be paid his/her final regular paycheck on or before June 30 in the last year of employment.

b. Lump Sum Post-Retirement Severance Bonus

In addition to the above benefits, an eligible teacher retiring at the end of the 2016-17 school year shall receive a severance stipend of \$200 or each full year of full-time service to the school district. An eligible teacher assistant shall receive a severance stipend of \$100 or each full year of full-time service to the school district. This bonus payment shall be made between 30 and 60 days after the teacher's last day of work or last paycheck, whichever occurs later, and such bonus payments are not intended by the parties to be creditable earnings under the Teachers' Retirement System or IMRF rules. After the 2016-2017 school year, the Lump Sum Post-Retirement Severance Bonus will cease to exist.

4. Continuation of the Plan

This Article expires by its terms on June 30, 2019, and no teacher or teacher assistant should rely on its continuance in the subsequent collective bargaining agreement, except for the continuation of benefits due to retiring teachers, whose retirement benefits have already been accepted by the board previous to the expiration of the contract. The parties agree that eligible teachers or teacher assistants who give the notice referred to in Section 2.b. in the 2016-2017 school year will be eligible to receive these retirement benefits in the 2016-2017 through 2018-2019 school years. Unless the parties agree to continue this Article on a subsequent collective bargaining agreement, the foregoing benefits will be denied to those who had not applied for retirement under these provisions as described above.

5. Other Limitations

- a. Continuous service shall not be deemed to be interrupted by Board- approved leaves of absence, but such Board approved leaves of absence will not count towards the necessary 15 years of full-time service.
- b. The teacher or teacher assistant must be eligible to, and in fact, retire without any Board paid retirement contribution, actuarial costs, or any additional payment due by the Board of Education to the Teachers' Retirement System or IMRF including, but not limited to any Modified Early Retirement Option Board paid contributions or actuarial costs due under the recently enacted TRS Pension Reform Legislation (SB27).
- c. The parties agree that under no circumstances will the compensation or benefit increases (credible earnings increase) for teachers eligible to retire under this Article exceed the maximum amount which results in the teacher's retirement annuity being fully funded by the Illinois Teachers' Retirement System or IMRF, without Board liability for any portion of a teacher's retirement annuity. In no event will the compensation or benefit increases exceed 6% from one year to the next and the parties agree that if, due to the extracurricular assignments, stipends or other duties entailing the payment of monies which could be deemed to be creditable earnings the 6% cap might be exceeded, the parties will meet and agree to restructure the teacher's assignment so that the 6% cap will not be exceeded.
- d. No more than six (6) employees (as determined by seniority) each school year may receive these benefits. If more than six (6) eligible employees give notice of intent to retire for any given year, the Board will notify the teacher(s) or teacher assistant(s) in excess of six (6) that they will not be eligible to receive the benefits under this provision and afford the affected teacher(s) or teacher assistant(s) the opportunity to withdraw the resignation(s) and notice(s) to retire. A teacher or teacher assistant, who is not permitted to retire because more than six (6) teachers are eligible in any given year, may ask the Board to be permitted to retire with this benefit at the end of the next school year.
- e. The sums paid under these provisions take the place of, and are in lieu of, any other salary increases or increments that the teacher might otherwise be entitled to, including but not limited to across-the-board salary increases and step or lane movement pay increases.
- f. The Board may, in exceptional circumstances (such as the death or illness in the teacher's or teacher assistant's family), in its sole discretion allow a teacher or teacher assistant to revoke a notice of intent to retire on a non-precedential basis. The decision by the Board to permit an individual teacher or teacher assistant to revoke a previously submitted notice of intent to retire shall not obligate, in any way, the Board to grant any other teachers' or teacher assistants' request to revoke a notice of intent to retire. Where the Board grants a teacher's or teacher

assistant's request to revoke a notice of intent to retire, the teacher or teacher assistant shall reimburse the District any amounts paid under the retirement benefit provisions of this Article within 30 days, but in no event later than June 30th of the year the Board grants the teacher's or teacher assistant's request to rescind the notice of intent to retire.

IV - Separate for Assistants Employment Conditions

A. Reduction in Force for Assistants

Employees to be reduced shall be given written notice in accordance with the Illinois School Code.

The Board shall prepare and post a seniority list. The seniority list shall be prepared and posted conspicuously in all buildings of the district prior to February 1st of each school term. It shall be each Assistant's responsibility to review the list and respond to any discrepancies. Each Assistant shall have ten (10) employment days from the posting of seniority list to file written objections detailing the specific error involving his/her ranking. An Assistant's failure to object shall be deemed an acceptance of the ranking and the Assistant cannot thereafter challenge his/her seniority until the following school year.

Seniority shall be defined as the length of an employee's continuous employment with the District. Service shall be computed from the first day of uninterrupted employment. Service shall not be interrupted due to utilization of approved leaves of absence, vacations, time on recall, or normal breaks in the contractual year for that job classification. The seniority list will be used as needed for any reduction of force. In the event that more than one individual employee has the same date of hire, seniority shall be given to the paraprofessional holding a 4-year bachelor degree. In the event that more than one individual paraprofessional has the same date of hire and are within the same educational category on the schedule (4-year degree or non-4-year degree), seniority shall be determined by drawing lots at a meeting with district and union representatives present.

A teacher assistant terminated at the end of a school year that is recalled at any time during the next school year will retain their accumulated sick leave, salary schedule position, and seniority that they had when honorably dismissed, as required by law.

B. Assistants Notification of Assignments

All employees shall be notified of their tentative assignments by the last week of the current school year, if feasible. In the event of a change in the tentative assignment, employees shall be notified as soon as practical. Teacher assistants will be sent an email notification of any job vacancies and/or new positions occurring during the school year or summer.

C. Assistant Workday

1. A teacher assistant's regular workday 8 a.m. to 3:30 p.m. daily. On early dismissal days, assistants shall be released when teachers are dismissed. Before and after school duties will not require the assistant to be on duty before 8 a.m. or after 3:30 p.m. Extra-curricular activity assignments are excluded from this requirement.
2. K-8 assistants shall have a continuous duty free lunch period each day. 9-12 assistants shall have a 30 minute duty free lunch period each day and a 10 minute duty free break each day.
3. Teacher assistants that substitute for certified teachers will be paid the current rate of teacher substitute pay or their regular daily rate, whichever is greater.
4. When a teacher assistant takes a written, pre-approved leave of absence greater than one week, a good faith effort will be made to hire a substitute teacher assistant.

D. Assistant Resignation

An assistant may resign with a minimum two (2) week written notice.

E. Assistance for Control and Discipline of Students

The employer shall support and assist assistants with respect to maintenance of control and discipline of students in the assistant's assigned work area.

F. Health Insurance Option

The District will provide the Teacher Assistants with the same health and dental insurance coverage as provided to the teachers in this contract.

ARTICLE V – TEACHER COMPENSATION AND FRINGE BENEFITS

A. The salary schedule shall be set forth in Appendix A which is attached to and incorporated in this agreement.

B. The district may recognize previous experience in placing new teachers on salary schedule. The district, in its sole discretion, is not required to recognize previous experience on a one-year experience for one year on salary schedule basis. No decision of the district respecting placement of new hires shall be precedential.

ARTICLE V - ASSISTANT COMPENSATION AND FRINGE BENEFITS

A. IMRF Shelters and Contributions

According to the authority granted by the Pension Reform Act 18-974, Section 414(h)(2) of the Internal Revenue Code and Public Act 81-5136, III. Rev. Stat, 1981, ch. 108 ½, Paragraph 7-173.2, the board of Education agrees to deduct from the employees earnings the percent prescribed annually (by IMRF) of each employee's salary to the Illinois Municipal Retirement Fund (IMRF) on behalf of each employee eligible for participation in the IMRF, as a tax sheltered direct contribution. Should any of the above be declared improper by an IRS ruling or opinion or by a court of competent jurisdiction, that clause or portion thereof shall be deleted to the extent that it violates the ruling or opinion.

B. Please see attached pages for wage Scales. 2% pay raise each year of the contract for 2016-2019.

C. Credits. Workshops. Seminars:

The District shall pay for one education workshop (including mileage, registration, lunch and any other fees that apply up to \$325 for 2016-2019, per year requested by the teacher assistant and approved by the principal or superintendent. The teacher assistant shall suffer no loss of pay if participation is during the workday. In the event that a teacher assistant attends a workshop that is of no cost to the district and does not require a substitute for the day, the teacher assistant may attend another workshop during the same school year at the district's expense.

D. New Hires

New employees hired into the District will be paid based on the starting salary -\$75/day. See attachment A – Salary Schedule.

ARTICLE VI – GRIEVANCE PROCEDURE

A. Definitions

1. Any claim by the Association, teacher assistant or a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.

2. As used herein, the term “days” shall mean days on which the school business office is open.

B. Informal Procedure

1. The parties hereto acknowledge that it is usually most desirable for a teacher and the teacher assistants immediately involved supervisor to resolve problems through free and normal communications. A grievance shall be brought in writing to the informal process step within ten (10) days of the occurrence of the grievance or within ten (10) days of when such occurrence should reasonably have become known to the Grievant. If, however, the informal process fails to satisfy the teacher or the Association, a grievance may be processed within ten (10) days of the conclusion of the informal process as follows:

C. Formal Procedure

1. Step One: The Association may present the grievance in writing to the Superintendent, who will arrange for a meeting with the grievance committee to take place within fifteen (15) days after the receipt of the

grievance. Within fifteen (15) days of the meeting, the teacher or teacher assistant and the Association shall be provided with the Superintendent's written response including reasons for the decision. The grievance submitted to the Superintendent may be amended from the grievance submitted to the informal procedure so long as it arises out of the same factual situation.

Step Two: If the Association is not satisfied with the disposition of the grievance at Step

One, the Association may submit the grievance to binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a written demand for arbitration is not filed within twenty (20) days of the date for the Step One answer, then the grievance shall be deemed withdrawn. Each party shall have the right to present in the arbitration hearing such witnesses and documents as deemed necessary to develop facts pertinent to the grievance. The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. 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.

D. General Provisions

1. 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 transcripts shall be divided equally between the Board and the Association.
2. The grievance is allowed representation of his choosing at any step of the process.
3. If a teacher or teacher assistant is required by the Board to be involved in the processing of a grievance during school hours, he/she shall be excused for such purposes without loss of pay. When the Association does not represent an employee, the Association may be present as an observer in all hearings and shall receive copies of the grievance and decisions.
4. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
5. A grievance may be withdrawn at any level without establishing precedent and if withdrawn shall be treated as though never having been filed.

6. The failure of the teacher, teacher assistant or Association to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article the grievance shall be advanced to the next highest level.
7. If the Association and Superintendent agree, the informal step grievance procedure may be bypassed and the grievance brought directly to Step One.
8. No reprisals will be taken for the processing or participating in any grievance.
9. Any claim or grievance arising under this contract may be processed through the grievance procedure until resolution even upon expiration of this contract.
10. All records related to a grievance shall be filed separately from the personnel files of the teacher.
11. Nothing contained herein shall prevent an individual from filing a grievance without representation by the Association, as long as a local Association Representative is allowed to be present at all formal grievance hearings and receives copies of all decisions rendered relative to the grievant.
12. No settlement of a grievance shall be in conflict with the terms of this Agreement without the formal approval of the Association.

ARTICLE VII – LEAVES

A. Paid Leaves

1. Sick Leave

At the beginning of each school year, each teacher and teacher assistant will be credited with 15 days of sick leave, the unused portion of which shall accumulate from year to year to a maximum of 360 days for teachers and 335 for teacher assistants recorded at the end of each school year.

a. Personal Illness or Disability

The teacher and teacher assistant may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from.

- b. The teacher and teacher assistant may use sick leave days for serious illness in their family or up to five (5) sick days for death bereavement leave. Serious illness shall be defined as a medical emergency or life threatening circumstances. Superintendent may grant exceptions for unusual circumstances at his/her sole discretion.
- c. The Board may require any teacher or teacher assistant taking sick leave to undergo an examination by a physician selected by the Board at Board expense.
- d. The Board shall furnish each teacher and teacher assistant with a written statement at the beginning of each work year setting forth the total sick leave.

2. Personal Leave

At the beginning of each school year each teacher and teacher assistant shall be credited with two (2) days to be used for personal business. A personal business day may be used for any purpose at the discretion of the teacher or teacher assistant. At the end of each school year, teachers may request to either take the cash equivalent, or have the days turned into sick days. (Note: see “other limitations”, letter “c”, page 8 regarding 6% cap).

Any teacher or teacher assistant planning to use a personal business day or days shall notify the Superintendent and/or Principal at least 48 hours in advance except in cases of an emergency. Personal leave may not be used in increments of less than one half day at a time. Personal leave days are subject to the availability of a substitute. Personal leave days may not be used during the first or last five days of the school year. Personal leave days may not be used on in-service and or institute training days. No more than two teachers and one teacher assistant at the high school and three teachers and two teacher assistants at the grade school may be absent at one time. Unused personal leave days for teachers shall be paid at the same rate of pay given to substitute teachers (including TRS). Unused personal leave days for Teacher Assistants will be paid at each Teacher Assistant’s current daily rate (including IMRF). Any exception of the above restrictions must be approved by the Superintendent.

3. Professional Leave

The Superintendent and/or Principal may grant up to two (2) professional days per year per teacher (additional days may be granted by the Superintendent and/or Principal) to be used for the following:

- a. Visitation to view other techniques or programs, new equipment and other observations or visitations which relate to the teacher’s

performance of his or her job, or professional teacher or school administrator.

advancement as a

b. Conferences, workshops or seminars conducted by colleges, universities, industries and suppliers, or professional advancement as a teacher or school administrator.

c. The teacher planning to use such leave shall request the leave from the Superintendent and/or Principal at least one (1) week in advance of his/her absence. Upon approval of the Superintendent and/or Principal, the Board shall reimburse expense vouchers up to a maximum of \$550 per school year. Special education personnel may be eligible for voucher expenses up to a maximum of \$1100 every two (2) years. Special circumstances will be considered by the Superintendent and/or Principal.

d. If the administration requires attendance at professional workshops, conferences or seminars, this time will not be counted as part of the professional days. Registration fees and travel reimbursement will be paid by the district and will not be subtracted from the \$550/\$1100 allotment.

e. Expectations for conferences paid by the district that attendees will return and disseminate conference materials to the relevant staff in a way the attendee deems appropriate.

4. Association Leave

The Board shall grant the Association members six (6) days annually to be used to send representatives to local, state or national conferences or on other business pertinent to Association affairs. These representatives shall be excused without loss of pay providing that the Association shall reimburse the District for the cost of the substitute(s), which are used. No more than one teacher and one paraprofessional shall be absent on such leave at one time. An individual member may not use more than three (3) such days in one school year, and having used three (3) such days, shall be ineligible for any professional leave during the school year. A written notification for Association leave shall be submitted to the Superintendent and/or Principal by the Association at least one week in advance to allow the District to obtain substitutes, if necessary.

5. Jury Duty

Any teacher or teacher assistant called for jury duty during working hours or who is subpoenaed by a person other than a Teacher or the Association, to testify during working hours in any judicial or administrative matter shall be paid his/her full salary for such time and suffer no loss of benefits or

contractual advantage provided that the teacher pay the district all remuneration less meals and travel expenses received for such activity for each work day absence.

6. Military Leave

Military leave will be granted to members of the reserves or National Guard to perform duty under orders. Teacher and teacher assistants shall receive full pay less the cost of his or her substitute.

B. Unpaid Leaves

1. Sabbatical Leave

a. Teachers and teacher assistants who have been employed for six (6) consecutive years by the District may be granted an unpaid sabbatical leave for professional improvement of up to one (1) year. It is agreed that professional improvement includes, but is not limited: attending a college, university, or other educational institution to take courses as a professional teacher/teacher assistant's or school administrator; or travel which will improve the teacher's/teacher assistant's ability to provide educational service.

b. While on sabbatical leave, seniority shall not accrue. Upon returning from sabbatical leave, the teacher/teacher assistant will be restored to a position, and be placed at the salary step held at the commencement of the sabbatical leave.

2. Leave Without Pay for Teachers and Teacher Assistants

a. Requests for absences from work that do not fall under any other leave in this Article may be granted by the Superintendent without pay without establishing a precedent.

C Gifting Sick Days

The purpose of gifting sick leave shall be to provide extended sick leave for staff who have exhausted their personally accumulated sick leave and, due to personal or immediate family medical emergency or injury, are unable to return to work. A covered employee may donate annual leave *directly* to another employee who has a personal or family medical emergency and who has exhausted his or her available paid leave.

Regulations:

- Gifting sick days is on a volunteer basis. The donors and the amount given will remain anonymous.
- An employee may not donate more than 7 days in a given year.
- An employee may only receive a total of 30 days total from staff members. Resubmission will not be an option.
- The employee seeking sick days will have to submit a request in writing to the President of the Association with a copy given to the Superintendent and shall be accompanied by a doctor's verification as proof of need.
- Employees may not request gifted days for any disability related to medical procedures which could be deferred until a vacation, recess, or other non-work day(s) or hour(s).
- Employees may apply for sick leave when a medical emergency occurs and they have exhausted all personal, vacation, and sick days.
- An employee who has exhausted his accumulated sick leave days and subsequently has been absent from work more than three (3) consecutive workdays in connection with the same disability may then apply for the gifted sick days.
- The employee shall not be required to pay back, in any manner, the number of days awarded.
- Extended leave cannot be used for a period of disability when monies are paid to an employee under Workers' Compensation or in junction with Disability Insurance.
- An employee can apply for sick days in advance if they know they will exhaust their sick leave prior to the return date their physician provides them. However, they still will accrue three (3) dock days. Examples, but not limited to, cancer treatments, complications of pregnancy, serious accident.

Definitions:

- **Medical emergency:** A medical emergency is defined as a severe medical condition which requires an employees' absence from work for a prolonged period of time and which results in a substantial loss of income to the employee because of the exhaustion of all earned sick, personal, vacation, and/or compensatory time. A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident, heart attack, stroke, or complications of pregnancy. In order to be defined as a medical emergency, an illness or injury must be seriously incapacitating, of extended duration, and require the service of a licensed health care provider.
- **Family member:** means an individual with any of the following relationships to the employee:
 - **Spouse/Domestic Partner**
 - **Dependent Children (including step-children)**
 - **Parents (Including step-parents)**
 - **Siblings (including step-siblings)**

Applying to be a leave recipient

- An employee who has exhausted his accumulated sick leave days and subsequently has been absent from work more than three (3) consecutive workdays in connection with the same disability may then apply for the gifted sick days.
- Request shall be submitted in writing to the President of the Association with a copy given to the Superintendent or his designee and shall be accompanied by a doctor's verification as proof of need.
- Within two (2) workdays after receipt of the request, the President, the Superintendent, and the School Board President shall determine if the requested day(s) should be approved.
- Once approved a note will go out to all staff notifying them of the need. Staff will then have two (2) days to notify the Superintendent the number of days they are willing to donate.
- If there is an amount greater than the need the President and Superintendent will divide out the days evenly amongst the donors.
- The employee requesting leave will be notified two (2) days after all donations are due.
- The unpaid days that occurred during this process will be credited back to the employee, minus the three (3) consecutive workdays which will remain as docked days.

** This wording was approved by Amy Green and Lisa Locki, tax auditors for TRS on 4/25/16

** This wording was approved by Randy Stevens from IMRF.

ARTICLE VIII – EFFECT OF AGREEMENT

A. 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 may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment.

B. Savings Clause. Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then that Article, Section or Clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

C. Management Rights. It is expressly understood and agreed that all functions, rights, powers, and authority of the Board, which are not specifically limited by the express language of this Agreement, are retained by the Board.

D. Term of Agreement. This Agreement shall be effective as of September 1, 2016 and shall continue in effect until the day before the first teacher in-service for

the 2019-2020 school year. This Agreement shall expire at such expiration date unless it is extended for a specific period or periods of time by mutual written agreements of the parties or is replaced by a successor agreement.

ARTICLE IX – CHAIN OF COMMAND PROCEDURES

- A. If feasible, staff shall be encouraged to first bring a complaint to the individual concerned. If the problem cannot be resolved with the individual concerned, it should be brought to the attention of the immediate supervisor or administrator. Staff involved shall be given every opportunity for explanation, comment, and presentation of the facts as he/she sees them.

If the issue is not resolved by involvement of the immediate supervisor or administrator, staff can refer the issue to the Superintendent for review and decision.

If the above steps do not resolve the concern of the staff member, he/she may request a closed meeting of the School Board for the purpose of review of the Superintendent's decision. Generally all parties involved, including the District's administration, shall be asked to attend such a meeting for purposes of presenting additional facts, making further explanations and clarifying the issues. The School Board shall conduct such a meeting in a fair and just manner.

The District prohibits retaliation against anyone who, in good faith, brings forth a complaint using these chain of command procedures.

ARTICLE X – EXTRA DUTY ASSIGNMENTS

- A. The administration will determine the number of coaches required for the various sports. Number of participants, separate schedules, and separate practices will be used in making this determination. If one-person coaches two teams within a sport, the salary will be adjusted by the administration and may range from 50% to 100% of the scheduled assistant salary.

- B. Concerning extra-curricular assignments – if after advertising for an opening, (within and outside the district), and none is found, the board may assign a teacher who has experience in the particular area. This assignment will not exceed one additional year, unless that person agrees to extend for a longer period of time.

At the board's discretion, personnel can be replaced when given due notice; however, any person who has been dismissed by board action, will never be required to take this same activity again.

C. Teachers will have the option for athletic and/or extra-curricular pay to be issued in one lump sum at the completion of the season/duty on a separate check or include the stipend evenly amongst the 26 regular paychecks. In order to receive a lump sum payment, the teacher must notify the bookkeeper prior to the first day of each school year.

APPENDIX A SALARY 2016 - 2019

1. The starting salary for a teacher with a BS and no experience will be \$35,000 (including TRS).
2. Each teacher in the district will receive \$500.00; (including TRS) each year for each ten (10) hours of approved course work beyond a BS up to twenty (20) hours. A teacher with a Masters Degree or attains National Board Certification of Teaching (NBCT) by September 1, will receive an additional \$2,000 (including TRS). For each ten (10) hours of approved course work beyond such degree or NBCT certification up to forty (40) hours, \$750 will be awarded for each increment. In order to be placed on the Master's column, a certificated employee must successfully complete a Master's program from an accredited university. Any certificated employee successfully completing a doctorate program by September 1, of each contract year will receive an additional \$2,000 (including TRS) each year.
3. Each teacher new to the district will receive not more than \$600, (including TRS), for each year of experience beyond the starting salary for their level of education. This will not be above any teacher in the school system with the same number of years of teaching experience and level of education.
4. The annual salary increase for each full time teacher will be \$1087 (including TRS) in 2016-2017, \$1087 (including TRS) in 2017-2018, and \$1087 (including TRS) in 2018-2019.
5. The board will pay the entire cost of the teacher's required contribution to the Illinois Downstate Teachers' Retirement System (TRS).
6. The Board will reimburse regularly employed teachers \$295 per graduate semester hour of tuition, or the actual cost per semester hour, whichever is less, for college classes taken during the duration of this contract. Compensation will be given for no more than twelve (12) semester hours per school fiscal year (Sept. 1 to Sept. 1).

Teachers who earn graduate hour credit may be advanced on the salary schedule provided the following requirements have been met:

- a. The teacher shall present a request for course subject approval to the Superintendent in advance.

- b. The Superintendent may accept or reject the graduate course based on its pertinence to the area of education or as the course relates to subject(s) taught.
- c. Once approval for the course is given and the course is taken, the following conditions must be met prior to the teacher receiving the appropriate salary schedule placement the first working day of the new school term in the fall.

All hours must be earned at an accredited college or university. A copy of the report card reflecting the attainment of a grade of “C” or better or “pass” when taking a pass/fail course must be submitted before reimbursement. An official transcript from the college or university demonstrating successful completion must be on file in the District’s Administrative office no later than November 1.

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

- d. Teachers receiving this benefit will be required to stay **two years** with the district at completion of the course(s). If they leave the District due to reasons other than reduction in workforce or due to nonrenewal of contract within one year, they will be required to reimburse the District for any tuition reimbursement received within the year. Superintendent may grant exceptions for unusual circumstances in his/her sole discretion.

7. Relative to cash benefit/insurance. The board will pay 85% per month toward single health/dental insurance. For those employees taking the following qualifying plans, Board contribution toward health/dental premium is outlined as:

- Board will pay 75% per month toward employee plus children health/dental insurance.
- Board will pay 70% per month toward employee plus spouse health/dental insurance.
- Board will pay 50% per month toward family health/dental insurance.

Teachers electing health insurance coverage must be covered under one of the dental options. Beginning with the effective date of this agreement, all newly hired teachers will be required to take the insurance option of the contract for a minimum of single coverage, or opt out with no benefit.

8. Cafeteria Benefit Plan (This section applies only to teachers hired prior to July 1, 2011.) No new hires will be offered this plan.

A. The district will adopt and put into effect a Section 125 Cafeteria Benefit Plan at no cost to employer.

B. The Board will pay the agreed amount toward single medical/dental coverage. In the event the employee takes no health or dental coverage, the employee will receive a cash benefit option of \$316.58 per month for the duration of the contract. Any employee who did not take the insurance prior to 2011, receives a cash benefit of \$316.58 per month. That cash benefit will continue only for those employees, for the duration of the contract.

C. The cafeteria benefit plan includes:

- a. Group Medical Benefits
- b. Cash Benefit/the cash benefit shall be \$316.58 per month for those teachers hired prior to 2011 for the duration of the contract.

D. A \$20,000 life insurance policy will be provided for all teachers and teacher assistants.

9. Detention will be paid at the rate of \$22.00 per hour (including TRS) for 2016-2019-

10. If a teacher is required to cover a class in the event of no substitute, he/she will be reimbursed at the rate of \$17.00 per class (including TRS). Teachers will be given a prorated payment for any duty that does not require an entire class period, such as locker room supervision.

11. The board will pay for teacher and teacher assistant hepatitis vaccines at the rate of 80% of total cost.

12. Informal Mentoring

The administration will select mentors for new teachers hired in to the district, teachers who agree to serve, as mentors will be paid an annual stipend of \$300.

Formal Mentoring

A \$400 annual stipend will be paid to teachers who agree to serve as mentor pursuant to the Illinois Teaching Excellence Program, 105 ILCS 5/21-27 (2) Illinois School code. The \$400 stipend shall be paid in addition to the stipend provided in ILCS 4/21-27 (2).

President, Board of Education
Henry-Senachwine C.U.D. 5

Date

President, Teachers/Teacher's Assistants Association

Date

Henry-Senachwine C.U.D. 5