

Agreement Between
the Arcola Education Association
and
Arcola Community Unit School District #306
2011 – 2013

Table of Contents

Article 1 – Recognition	4
1.1 Recognition	
Article 2 – Teacher and Association Rights	4
2.1 Negotiations	
2.2 Fair Share	
2.3 Fair Share Notice and Objection	
2.4 Hold Harmless Provision	
2.5 Association Fees	
Article 3 – Grievance Procedure	7
3.1 Definition	
3.2 Time Limits	
3.3 Informal Step	
3.4 Formal Step 1	
3.5 Formal Step 2 – Arbitration	
3.6 Bypass	
3.7 Additional Information	
Article 4 – Teacher Assignments	8
4.1 Teacher Assignments	
4.2 Duty Free Lunch	
Article 5 – Vacancies and Transfers	9
5.1 Posting Vacancies	
5.2 Voluntary Transfer Request	
5.3 Involuntary Transfer Request	
5.4 Vacancy Rights	
Article 6 – Terms and Conditions of Instruction Beyond the Classroom	10
6.1 Miscellaneous Duties	
6.2 Summer School	
Article 7 – Teacher Evaluation	10
7.1 Evaluation Document	
7.2 Non-tenured Evaluation	
7.3 Tenured Evaluation	
7.4 Formal Evaluation	
Article 8 – Work Day and Conditions	11
8.1 Work Day	
8.2 Early Dismissal	
8.3 Overload Pay	
8.4 Other Considerations	
8.5 Class Size	
8.6 Early and Holiday Dismissals	
8.7 Response to Intervention (R.T.I.)	

Table of Contents (continued)

Article 9 – Leaves	13
9.1 Bereavement	
9.2 Sick Leave	
9.3 Sick Leave Bank	
9.4 Personal Leave	
9.5 Individual Optional Leave	
9.6 Leave of Absence Without Pay	
9.7 Additional Leaves	
9.8 Additional Leaves Considerations	
Article 10 – Salary and Compensation	16
10.1 Salary	
10.2 Teachers’ Retirement System (T.R.S.)	
10.3 Insurance	
10.4 Reimbursement of Tuition Costs	
10.5 National Board Certification	
10.6 Professional Development	
10.7 Attendance Incentives	
Article 11 – Retirement, Notice of Intent, and Additional Compensation	19
11.1 Retirement Bonus	
11.2 Notice by Teacher	
11.3 Definitions	
11.4 No Payment in Excess of 6% Cap	
11.5 Like Pay for Like Work	
11.6 Absolute Cap of 6% Increase	
11.7 Good Faith	
11.8 Exemptions	
11.9 Rescinding Notice of Intent to Retire	
Article 12 – Effect of the Agreement	24
Appendix A – Salary Schedule 2011 – 2012	25
Appendix A – Salary Schedule 2012 – 2013	26
Appendix B – Athletics Extra Duty Compensation Schedule	27
Appendix C – Academics Extra Duty Compensation	28
Appendix D – Hourly Extra Duty Compensation Schedule	29

Article 1 – RECOGNITION

1.1 Recognition

Pursuant to the Illinois Education Labor Relations Act, the Board of Education of Arcola Community Unit School District Number 306, Douglas County, hereby recognizes the Arcola Education Association/IEA-NEA as the sole and exclusive bargaining agent for all professional employees (as defined in IELRA) on leave or employed by the Board; except Superintendent, Principals, and any other supervisor (as defined in the IELRA), substitutes, temporary teachers and persons who may have teaching certificates but whose duties do not require one.

Article 2 – TEACHER AND ASSOCIATION RIGHTS

2.1 Negotiations

Negotiations for a successor Agreement shall begin by mutual agreement, but no later than March 1 of the last year this contract is in effect.

At least two (2) copies of the final Agreement shall be signed by the parties. The bargaining unit shall be responsible for the printing of the agreement. A copy will be given to each member of the bargaining unit. 50% of the cost of printing, but not to exceed two hundred (\$200), will be paid by the Board of Education with the remaining balance being paid by the bargaining unit. The Board of Education shall provide five (5) sufficient copies of the Agreement to the Association within thirty (30) days of ratification thereof by the Board. A copy will be stored on the server of Arcola School District and available for viewing by any teacher.

The terms of the Agreement shall be reflected in any written contract with individuals of the bargaining unit.

2.2 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 2.5.

The Association shall submit to the Board an affidavit, which specifies the amount constituting said fair share not exceeding the dues uniformly required members of the Associations, 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.

2.3 Fair Share Notice and Objection:

The Association shall send by the 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.

2.4 Hold Harmless Provision

The Association 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 2.3 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 this Section above and, if the Association so requests in writing, to surrender claims, demands, suits 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.

Notice of all special meetings of the Board, and agendas of all meetings required to be public by the Open Meeting Act shall be given to the President of the Association in the same fashion as that given Board members.

Upon adoption, two (2) copies of all minutes of Board meetings shall be placed in the mailbox or mailed (summer) to the President of the Association as soon as practical.

Names and addresses of newly hired teachers shall be provided to the Association within Fourteen (14) days after their employment.

The Board shall grant four (4) days District wide to the Association President or his designee for attendance at National or State conferences of IEA-NEA without loss of pay or benefits. The Association shall reimburse the District for the cost of two (2) substitutes.

The Association shall have the right to request of the Superintendent or his designee use of school buildings for Association meetings, which use shall not be unreasonably withheld. No such use shall conflict with previously scheduled school activities or use of such facilities by other groups previously scheduled. The Association may use school equipment when otherwise not in use. The Association shall reimburse the District for all expendables related to any use in this paragraph.

The board shall provide one (1) bulletin board in each teacher's lounge for posting of Association business and the Association may use inter-school mail and mailboxes.

2.5 Association Fees

The Board shall deduct from each teacher's pay the current dues of the Association provided the teacher has signed an annual authorization provided by the Association which has been submitted in writing to the District by September 26 of each year or within ten (10) days of initial employment, if initial employment occurs after the school year has commenced.

Pursuant to such authorization the Board shall deduct beginning October 15 and through May 15, in substantially equal installments, the IEA-NEA dues.

The Board shall remit said deduction to the Association within ten (10) days following the deduction.

AEA dues will be deducted in one (1) lump sum payment October 15 or within ten (10) days of initial employment if initial employment occurs after the school year has commenced and paid to the AEA Treasurer.

A dues deduction authorization may be revoked provided a written revocation is received by the District. There shall be a minimum ten (10) day clerical waiting period while notification of the Association and clerical changes are made after any revocation is received by the District. The

Association shall be notified of any revocation before said revocation takes effect. The District is expressly relieved of all dues deduction liability with regard to:

1. insufficient earnings to cover deduction;
2. unpaid dues in arrears where the District has complied with its deduction responsibilities; and
3. the dues of teachers no longer employed by the District or teachers on unpaid leaves of absence.

Article 3 – GRIEVANCE PROCEDURE

Definition

Any claim by the Association, an employee, or a group of employees that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.

Time Limits

All time limits shall consist of school days, provided however, that when a grievance is submitted fewer than ten (10) calendar days before the close of the current school terms, time limits shall double and consist of all week days. (i.e., Monday through Friday, exclusive of any holidays).

Informal Step

Any member of the bargaining unit with a complaint may request a meeting with his/her supervisor to attempt to resolve the same. A teacher, at such meeting upon his/her request, may be accompanied by a member of the local association, i.e. a member of the bargaining unit. This informal step shall not be deemed a part of, nor constitute the filing of, a grievance.

Formal Step 1

If a problem cannot be resolved informally, a teacher may file a grievance in writing with the Superintendent, who shall schedule a meeting to discuss the same within seven (7) days. The Superintendent shall render his decision within fourteen (14) days thereafter. No grievance shall be filed more than twenty-one (21) days after the occurrence giving rise to the grievance, or the teacher's knowledge thereof, whichever is later.

Formal Step 2 – Arbitration

If the Association is not satisfied with the disposition of the grievance at the Superintendent level, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Rules of the Federal Mediation and Conciliation Service, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date of the Superintendent's answer, then the grievance shall be deemed withdrawn..

Bypass

If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.

Additional Information

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

No reprisals shall be taken by the Board or the administration against any employee because of the employee's participation in a grievance.

All records related to a grievance shall be filed separately from the personnel file of the employees, unless requested by the grieving party.

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

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.

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

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any formal level and the Association acknowledges the right of the Board's legal representative to participate similarly at any formal level. No grievant shall be required to discuss his/her grievance if the Association's representative is not present. The parties agree that for the informal step (Article 3.3) neither party shall employ legal counsel.

Article 4 – TEACHER ASSIGNMENTS

4.1 Teacher Assignments

Any teacher who has a change in his/her assignment shall be given notice of his/her tentative assignment thirty (30) days after the end of the school year. If a change of assignment is made necessary due to resignation, retirement, illness, enrollment changes, funding changes, or other reasons, the affected teachers will be notified of confirmed changes as soon as practical. Any teacher who has a change in his/her assignment will have the option of resigning without prejudice by giving notice.

4.2 Duty Free Lunch

Every teacher shall be entitled to and be allowed a duty free lunch period equal to the regular local school lunch period but not less than thirty (30) minutes in each school day.

Article 5 – TRANSFERS AND VACANCIES

5.1 Posting Vacancies

All initial teaching and administrative vacancies shall be posted in all teachers' lounges for five business days prior to posting out of district. Any vacancies created by filling this position by a transfer shall be posted within the district and out of district. All vacancies will be posted in the teachers' lounges. In the event of a vacancy(s) arising during summer vacation when school is not in session, the association president shall be notified by email of said job vacancy(s) and said vacancy(s) shall be posted on the district website.

5.2 Voluntary Transfer Request

Any teacher requesting a transfer shall be granted a formal interview with the hiring principal and/or the superintendent, if possible. In addition, any teacher not granted a requested transfer will be given a written denial.

5.3 Involuntary Transfer

Before a teacher is involuntarily transferred; volunteers will be considered first. If there are no volunteers:

1. A conference with the affected employees will be held by the appropriate building principal.
2. Seniority will be a factor in the decision.
3. If a teacher has recently (i.e. within the previous two school years) been involuntarily transferred, the previous transfer will be considered as a factor by the board/administration.

5.4 Vacancy Rights

All Appendix **ACADEMIC EXTRA DUTIES AND ALL APPENDIX D HOURLY EXTRA DUTIES** vacancies shall initially be offered to members of the bargaining unit, who shall have the right of first refusal thereto. If no members of the bargaining unit volunteer for such extra duties, then the district shall post the opening external to the bargaining unit.

Appendix B, **ATHLETICS** extra duty vacancies shall be offered both to the members of the bargaining unit and externally. All postings shall be made in accordance with Arcola CUSD # 306 Board of Education Policy. In the event that there are candidates equally competent and qualified to hold an Appendix B **ATHLETICS** extra duty position, preference will be given the members of the bargaining unit.

Article 6 – TERMS AND CONDITIONS OF INSTRUCTION BEYOND THE CLASSROOM

6.1 Miscellaneous Duties

Summer school, tutoring, behind-the-wheel instruction, home-bound instruction, detention, Saturday school, and internal substitution pay salaries shall be established at a rate set forth in Appendix D per classroom hour for work performed in addition to regularly assigned duties during the school day.

6.2 Summer School

It is understood that for summer school teachers shall devote additional non-classroom time to complete teaching responsibilities, including but not limited to: field trips, students after class, parent-teacher conferences, emergencies, discipline, etc. Summer school "Classroom hours" shall be the regular student day, plus the ten (10) minute periods before and after class. Teachers shall be present ten (10) minutes before and ten (10) minutes after the student day is established.

Summer school teachers shall be granted one (1) sick day per summer. Summer school will be defined as four (4) weeks or more. One (1) day shall be four (4) hours.

When the Board institutes a summer school program general course descriptions will be made available to teachers fifteen (15) days prior to the close of the application period.

Article 7 – TEACHER EVALUATION

7.1 Evaluation Document

All teachers will be given a copy of the evaluation document. Each new teacher will be given a copy of the evaluation document at new teacher orientation.

7.2 Non-tenured Teachers

Non-tenured teachers will be evaluated at least two times per year, with the first evaluation being formal. The second evaluation may be formal or informal, as mutually agreed upon by the teacher and evaluator.

7.3 Tenured Teachers

Tenured teachers will be evaluated at least once every two years. This practice does not limit the right of the Board or Administration to evaluate a tenured teacher more often if they decide it is necessary. At the tenured teacher's request, their evaluation will be formal or informal. Informal options may include such formats as: informal observation, video taped lessons, self-evaluation, or other formats agreed upon by both evaluator and teacher.

7.4 Formal Evaluation

Formal Evaluation Format: One week prior to any given formal evaluation, the evaluator will notify the teacher of a proposed evaluation. Each formal evaluation will be reduced to writing. Prior notification is either written or verbal. A meeting will be held between the teacher and evaluator within ten (10) school days of the evaluation. Before this meeting, the teacher shall be provided with a copy of the evaluation. Copies of the summative evaluation and response will be retained in the teacher's personnel file. The teacher may attach any professional response to the evaluation s/he feels appropriate.

Article 8 – WORK DAY AND CONDITIONS

8.1 Work Day

Teachers will be responsible (available) for a block of 25 minutes outside of student attendance. This block will be before school and after school, and will begin no later than 7:50 a.m. and end no later than 3:15 p.m., except in those cases when student discipline, parent-teacher conferences, teachers meetings, and extra-duties cannot be accomplished before 3:15 p. m. With administrator approval, teachers will be able to leave the building upon student dismissal. At the principal's discretion, the teacher may be permitted to leave the building during his/her preparation period. Regularly-scheduled faculty meetings will be limited to forty five minutes.

8.2 Early Dismissal

On any early student dismissal day, not identified as a teacher in-service/school improvement day, teachers may leave 10 (ten) minutes after students depart. This provision shall not apply in case of emergency or other unexpected development, which makes attendance by certificated employees necessary.

8.3 Overload Pay

If a teacher in the high school or junior high is assigned to teach eight (8) periods out of the eight (8) period day, then that teacher shall receive, in addition to other salary, 7% of the beginning base salary set forth in the current year Salary Schedule Appendix A each semester a teacher is so assigned.

The Board of Education reserves the right to change the number of periods in the day, and such change shall not violate this provision.

On full student attendance days, all elementary teachers will have a minimum of forty (40) minutes preparation time during student attendance. In addition, one lunch duty supervisor will be provided to reduce or eliminate teacher's noon duty supervision.

Junior high and high school teachers will be provided with one and one-half (1 and 1/2) preparation periods during student attendance. If, at the discretion of the administrator, it is not possible to provide

one and one-half (1 and 1/2) preparation periods, teachers shall be reimbursed at a rate of 7% of the beginning base salary set forth in the current year Salary Schedule Appendix A per semester.

8.4 Other Considerations

Any teacher required by the Board to appear at any hearing shall suffer no loss of pay.

If schools are closed due to inclement weather, teachers shall not be required to report to work that day, nor shall extra curricular duties be required.

Teachers will work no more than one hundred eighty (180) days each school year.

8.5 Class Size

Any teacher shall be entitled to a conference with the building principal to discuss the teacher's request for adjustment of that teacher's class size or for a teaching assistant. If not satisfied with the result of the conference with the building principal, the teacher shall be entitled to a conference with the Superintendent. At the request of the teacher, the Superintendent shall bring the matter to the attention of the Board for its consideration and decision. While the following class size guidelines will be used, the board maintains the final decision regarding class size.

K – 2	23 students
3 – 4	24 students
5 – 6	25 students

Limitations will be put on classes requiring special equipment and material availability, e.g. computer classes and science labs.

If the class size exceeds these guidelines, the teacher(s), building principal and Superintendent will confer and develop a recommendation to be given to the Board of Education for the Board's consideration to determine the best course of action for the students based on the recommendation of the teacher(s), building principal, and Superintendent. The final decision regarding the recommendation will be made by the Board of Education.

8.6 Early and Holiday Dismissals

2:00 P.M. student dismissal through the first three full days of student attendance.

In the event that the last school day before Thanksgiving is the Wednesday immediately preceding Thanksgiving, students and employees shall be dismissed at 2:00 p.m.

8.7 Response to Intervention (RTI)

The Board recognizes that the implementation of RTI is likely to require activities, including involvement in planning that will directly affect teachers working conditions. In that event, impact bargaining will ensue.

Article 9 – LEAVES

9.1 Bereavement

Immediate Family

Each full-time employee shall be entitled to a maximum of three (3) school days with pay, per occurrence, not subtracted from sick leave, for each death of a member of the immediate family shall include parents, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, grandparents-in-law, wards, nieces, nephews, aunts, uncles, and legal guardians.

Outside Immediate Family

Each full-time employee shall be entitled to a maximum of one (1) school day, with pay, per occurrence, not subtracted from sick leave for each incident of death of a person outside the employee's immediate family. This leave shall require request by the employee and approval of the Superintendent. The granting or denial of such day shall be at the sole and exclusive discretion of the Superintendent. Additional bereavement days may be granted upon request by the employee and subsequent approval, if obtained as per the above, but such additional days shall be deducted from sick leave.

9.2 Sick Leave

Each teacher shall be granted twelve (12) days per year for sick leave. Unused days shall accumulate without limit. This provision shall supplement the School Code.

Teachers shall also be granted additional sick days for longevity of service within Arcola CUSD #306. Days will be granted at the end of service years 5, 10, 15 and 20 using the following formula:

5 years of service – 20 additional sick days granted
 10 years of service – 20 additional sick days granted
 15 years of service – 30 additional sick days granted
 20 years of service – 30 additional sick days granted

9.3 Sick Bank

For the life of this contract, each year the Board will grant one (1) day for each teacher in its employ, to be allotted to a sick leave bank for that year. Days in the sick leave bank will not accumulate from year to year. The sick leave bank will be re-established based upon the number of teachers employed for that year. Days in the sick leave bank may not be allotted to teachers until his/her accumulated sick leave has been exhausted.

Teachers shall be able to donate their own sick days to the sick leave bank when there is an additional need. A request for donations will be made by the Association and the teachers will signal their willingness to donate days. A rolling list of these donors will be created and handled by the Association.

An account of the number of days donated to and from the bank will be submitted in writing to the Superintendent.

Days in the sick leave bank may be allocated to teachers facing a catastrophic illness to him/herself or in his/her immediate family. Catastrophic illness will be defined as life threatening, requiring continuous treatment and/or appointments. Immediate family will be defined as self, spouse, domestic partner, sibling, child or parent.

A doctor must certify that sick leave bank days are for a catastrophic illness. Sick bank days may not be substituted for maternity leave.

The sick bank will be administered by a committee appointed by the Association for a final decision.

9.4 Personal Leave

The Board shall grant two (2) personal leave days without loss of pay each year. Teachers with more than fifteen (15) or more years of experience in the district shall be granted three (3) personal leave days without loss of pay. One unused personal leave day may be carried over to the following year allowing an accumulation of no more than three (3) personal leave days which the accumulated total includes the then current years allotment of personal days. Any other unused personal days shall accumulate as sick leave.

A written application for personal leave shall be made to the immediate supervisor. Advance notice of personal leave, except in emergency situations, shall be at least three (3) school days in advance of the request.

Leave shall not be available during the first or last week of the school term. No more than two (2) teachers in any building (K-6), (7-12) may be absent on the same day unless deemed necessary by the Superintendent. These restrictions may be waived when deemed necessary by the Superintendent.

9.5 Individual Optional Leave

Two additional days of leave may be granted a teacher who opts to pay a substitute him/herself in a situation not covered by personal days. Teacher's regular pay will continue.

Such days are available in May to those receiving their pay over nine (9) months if they have approval prior to May 1 or if a check in the amount of the substitute's pay is deposited in the unit office prior to the day of leave.

9.6 Leave of Absence Without Pay

Leave of absence without pay may be granted to tenured employees who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity, consistent with the needs of the District as determined by the Board. Any teacher on leave of absence during the months of April and May of a given year shall execute a contract for the

next ensuing school term so as to evidence that teacher's commitment to return to the District for the following school term by May 15. Such contract shall be subject to the terms and conditions of the Collective Bargaining Agreement. Failure to so execute such contract shall be deemed a resignation entitling the District to retain a replacement teacher.

9.7 Additional Leaves

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

1. When practical, 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.
2. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
3. Leaves of less than one (1) month, if acceptable to and approved by the administration, will not require Board approval nor three (3) months notice.
4. Leaves may be granted for:
 - a. Advanced study leading to a degree in an approved university;
 - b. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
 - c. Military service;
 - d. Birth or Adoption of a child
 - e. Other reasons acceptable to the Board, which will improve the educational program in the District.

9.8 Additional Leaves Considerations

Employees on such leave may continue insurance benefits if they reimburse the district for any prorated costs of benefits for which they apply.

Employees will not advance on the salary schedule while on any approved leave of absence without pay unless working at least one hundred (100) days of the school year in which the leave was granted.

Employees on jury duty shall suffer no loss of pay, provided the teacher reimburses the District all monies received in respect to jury service, excluding mileage and meal expenses.

Fringe benefits such as sick leave, personal leave, and Board contribution to health insurance will be pro-rated for each day that a leave of absence is granted. i.e., a teacher on leave of absence will reimburse the District for the full monthly health insurance premium for the duration of the leave. A teacher on leave of absence will not be eligible for twelve (12) full sick leave days or a full two (2) days personal leave for the school terms in which a leave of absence is granted.

It is understood that the federal Family Medical Leave Act (F.M.L.A.) supersedes all contract language with regard to qualified medical leaves. Each teacher is, therefore, guaranteed twelve (12) weeks of unpaid leave in the event of a qualified leave. A teacher should attempt to provide thirty (30) days notice of such leave, or as much advance notice as is practical, in accordance with F.M.L.A. During this period of twelve (12) weeks the Board will continue to pay all health insurance premiums that were paid by the Board prior to the leave.

No teacher shall be required to exhaust his/her sick leave while taking FMLA.

Article 10 – SALARY AND COMPENSATION

10.1 Salary

Salary will be as is set forth in the Salary Schedule Appendix A attached to this Agreement. The salary schedule is composed of columns that list salaries for various levels of education and experience. Each level has two columns. The column identified as Basic represents Basic Compensation and the column identified as CRE represents Basic Compensation plus the full percentage retirement contribution made by the Board to the Teachers' Retirement system (TRS).

Teachers shall be paid for extra duties in accordance with Extra Duty Increments Appendices B, C, and D attached to this Agreement. Extra duty salaries shall be computed by multiplying the appropriate percentage times the beginning base salary set forth in the current year Salary Schedule Appendix A. TRS is paid on all extra duty salaries.

10.2 Teachers' Retirement System (TRS)

The Board shall pick up and pay on behalf of each teacher his/her full and complete contribution to the downstate Teachers' Retirement System (TRS) to a maximum of 11%. Any increase thereafter will be shared 50/50 with teachers. In addition, the Board will pay the full fee assessed by the State of Illinois to support retired teachers' health insurance benefits.

No teacher shall be entitled to a "lane" change (that is, movement to the right to a new column) on the salary schedule or the application of hours toward a "lane" change for any undergraduate hours earned or completed after the acquisition of any bachelor's degree.

No teacher shall be entitled to a "lane" change on the salary schedule or the application of hours toward a "lane" change for any graduate hours earned while pursuing a master's or higher degree, which hours were in excess of those required for such degree when the degree was earned. For example, if a teacher acquired thirty-six (36) hours of graduate credit while pursuing a master's degree requiring thirty-two (32) hours, the teacher would be placed in the "Master's" lane of the salary schedule, and would not be entitled to apply the four (4) additional hours toward movement to the MA +8 lane of the salary schedule.

No teacher shall be entitled to a "lane" change on the salary schedule or the application of hours toward a lane change for any graduate hours earned while pursuing a second master's or higher degree, until the first master's degree is earned.

College credit hours which are earned above the Bachelor's degree and which do not apply to the credit required for a Master's degree will not be counted toward a lane change. However, undergraduate computer science hours or classes related to teaching English as a Second Language/Foreign Language, or undergraduate courses that gain endorsements may be counted upon approval by the superintendent as described below. These hours, earned after the master's degree, will be credited on the salary schedule as graduate hours to a maximum of five (5) semester hours.

The restrictions herein for the application of hours may be waived by the Superintendent when in the educational interest of the District, and shall be waived when the Superintendent or Board of Education requests a teacher to take additional course work. Waiver at the request of the teacher shall take place only in writing, only in advance of the time that the course work is taken, and only upon a showing that the course work is of educational value to the district.

10.3 Insurance

The Board will provide an IRS 125 cafeteria-type plan for the teacher's of Unit #306. Such plan will provide for the sheltering of income used for health-related costs, as well as, childcare.

The Board shall pay three hundred (\$300.00) per month toward the group health insurance premium for employee-only coverage for each full-time teacher who elects to participate in the group coverage plan. To the extent permitted by the carrier, the Board shall pay annually for each part-time teacher who elects to participate in the group coverage plan, that portion of the annual health insurance premium which that teacher's work schedule bears to the full work schedule.

An insurance committee shall be formed consisting of two (2) teacher representatives, two (2) school board members and one (1) administrator. This committee shall have sole and complete responsibility to decide when the insurance provider shall change, and what plan shall be selected. Each member of the committee shall have a vote, except the administrator, who will vote only in the event of a tie.

If, during the term of this Agreement, legislation alters this Section D (insurance), the parties will bargain the impact of that legislation.

It is understood that premiums are paid monthly. The Board shall not be required to pay additional premiums of teachers who leave employment before their contractual obligations are completed.

Teachers shall be paid for extra duties in accordance with Extra Duty Increments Appendix B, C, and D attached to this Agreement. Extra duty salaries shall be computed by multiplying the appropriate percentage times the beginning base salary set forth in the current year Salary Schedule Appendix A.

Teachers will be paid on the fifteenth (15th) day of each month. In the event that the 15th falls on a weekend or holiday, payment will be on the business day preceding the 15th. All teachers will be paid using direct deposit established with a financial institution of their choice. Teachers will receive accurate information each month regarding salary, deductions and used/unused sick and personal leave. During the summer months, when school is not in session, this information will be mailed to teachers at the home address currently on file with the Unit Office.

Extra duty pay will be paid in a lump sum at the end of the semester, unless a teacher elects to be paid on a monthly basis. The teacher must make the request in writing to the District's business office by the first day of September. Any late assignments shall be paid in a lump sum. All extra hours (tutoring, special training,) will be included in the next available paycheck.

10.4 Reimbursement of Tuition Costs

The Board agrees to reimburse teachers for tuition costs associated with continuing education. The following conditions must be met:

1. Eligibility shall be limited to those teachers who provide evidence of enrollment in one of the following: 1) coursework in an approved Master's Degree Program at an NCATE approved institution; 2) coursework above a Master's Degree in a job-related discipline at an NCATE approved institution; or 3) endorsement and/or certification in a job-related discipline. Master's Degree programs not in job-related disciplines shall not be eligible for tuition reimbursement; and
2. No more than twelve semester hours per year, per teacher, will be reimbursed; and
3. Up to \$125.00 per semester hour will be reimbursed for courses taken during the contractual year; and
4. Approval for enrolling in course for tuition reimbursement must be secured in writing from Superintendent prior to enrollment.
5. If the teacher enrolls in summer coursework, the teacher must return to work for the following school year before reimbursement will be issued.

10.5 Teachers achieving National Board for Professional

Teaching Standards certification shall receive \$1,000.00 per year as a supplemental stipend. This annual compensation shall be granted for each of the ten (10) years for which certification is valid, beginning with the year the certification is achieved. The board will pay the \$500.00 application fee. If the

candidate does not gain certification within the two years, the employee must reimburse the district the entire \$500.00.

10.6 Professional Development

Each faculty member will be allowed Two Hundred Fifty Dollars (\$250.00) to attend professional workshops each school year. The workshop must be pre-approved by the Superintendent. The sub fee is not included in this amount.

10.7 Attendance Incentive

Any teacher who does not use any sick days during the academic year will receive an incentive stipend based on the following scale:

0 up to 3 periods*	will receive \$250.00
4 periods* up to 1 day	will receive \$175.00
more than 1 day and up to 2 days	will receive \$100.00.

This amount will be paid to the teacher in a lump sum at the end of the school year.

Period is based on the minutes per class period.

10.8 Guidance Counselor Extended Contract

High School Guidance Counselor 200-day contract-10 days before and 10 days after the regular school calendar

Article 11 – RETIREMENT

11.1 Retirement Bonus

The Board shall pay a retirement bonus to teachers who are eligible for and elect to become annuitants under the Teachers' Retirement System (TRS).

- A.** The retirement bonus shall be payable based upon years of service to Arcola Community School District #306. The relevant percentage, based upon years of service shall be multiplied by a reference figure of \$25,000 to achieve the retirement bonus sum due the teachers.

Years of Local Service	Bonus Percentage	Reference \$ 25,000	Retirement Bonus
15 and Below	25 %		\$ 6,250
16 – 20	30 %		\$ 7,500
21 – 25	33 %		\$ 8,200

26 and over	37 %		\$ 9,200
-------------	------	--	----------

- B.** The retirement bonus will be paid to the employee in the ordinary course of payroll for a period no greater than the teacher's final three full years of service to Arcola Community Unit School District #306.
- C.** The portion of the retirement bonus which shall be deemed salary for services rendered shall be only that portion of the retirement bonus which would not cause the teacher's total TRS creditable earnings for a year to increase by more than 6% over the total TRS creditable earnings over a prior year.
- D.** Any portion of the retirement bonus not paid as salary shall be paid only after the teacher's final regular paycheck, and shall be deemed consideration not for services as a certificated employee, but consideration for the termination by the teacher of the teacher's employment, and also of termination by the teacher of any right of that teacher to employment in Arcola Community Unit School District #306, including the right to contractual continued service (tenure).

11.2 Notice by Teacher

A teacher may give the Board notice of intent to retire up to three years prior to his/her actual retirement school year. The teacher's notice shall be delivered to the superintendent in writing, addressed to the Board, and irrevocable, except as the Board permits rescinding thereof in writing. The notice shall be delivered to the Superintendent no later than March 15 of the year prior to the first year which the teacher will receive retirement-bonused salary, except that for the 2011-2012 retirement notification period only, the last day to provide notice of intent to retire shall be extended to December 15, 2011 for:

- The one year program for those teachers retiring at the end of the 2011-2012 school year.
- The two year program for those teachers retiring at the end of the 2012-2013 school year.
- The three year program for those teachers retiring at the end of the 2013-2014 school year.

- A.** The teacher will retire at the time stated in the teacher's notice.
- B.** No notice of retirement may be given by the Teacher more than three years and three months prior to the teacher's date of retirement.

Upon receipt of the notice, and verification of the teacher's eligibility to retire at the time stated into TRS at the date contained in the notice, and irrespective of what the salary schedule or any other provision of this contract states, and further subject to the limitations of paragraphs 3 and 4, the Board will pay the sum shown in the column "Retirement Bonus" from the table in paragraph 1a of this section.

i. ONE YEAR NOTICE

If the teacher provides one year's notice, the teacher's salary shall be adjusted so that the teacher shall receive in the following school year an increase in total TRS creditable earnings up to the increase in total TRS creditable earnings up to the sum shown in the column "Retirement Bonus" from table in paragraph 1a of this agreement, or 6% increase in the teacher's total TRS creditable earnings for the year compared to the prior year, whichever is less. In addition, the teacher shall receive the additional compensation as specified in paragraph 1d.

ii. TWO YEAR NOTICE

If the teacher provides two years' notice, the teacher's salary shall be adjusted so that the teacher shall receive in the following school year and the next remaining year of employment an increase in total TRS creditable earnings up to the total sum shown in the column "Retirement Bonus" from the table in paragraph 1a of this agreement, or 6% increase in the teacher's total TRS creditable earnings for each of the two years, compared to the prior year, whichever is less. In addition, the teacher shall receive the additional compensation as specified in paragraph 1d if necessary for the teacher to receive a total sum equal to the retirement bonus.

iii. THREE YEAR NOTICE

If the teacher provides three years' notice, the teacher's salary be adjusted so that the teacher shall receive in the following school year and each of the other two remaining years of employment an increase in total TRS creditable earnings up to the total sum shown in the column "Retirement Bonus" from table in paragraph 1a of this agreement, or 6% increase in the teacher's total TRS creditable earnings for each of the three years, compared to the prior year, whichever is less. In addition, the teacher shall receive the additional compensation specified in paragraph 1d if necessary for the teacher to receive a total sum equal to the retirement bonus.

11.3 Definitions

"Total creditable earnings" means all compensation received by the teacher from the Board, which is recognized by TRS as "creditable earnings" such as salary, extra curricular payments, longevity pay, and board paid TRS. 6% means six percent, except if applicable law is changed to another percentage so that the Board is not required to pay a penalty to TRS in respect to an increase in creditable earnings from one year to the next in an amount other than 6%, then the other percentage amount will apply.

11.4 No Payment in Excess of 6% Cap

Should the additional payment provided for in paragraph 1d be determined by TRS to be includible in creditable earnings for any year, such that a Board paid TRS contribution is or would become due thereon, then paragraph 4 shall be void and treated as if never in effect. The parties

shall then convene at their first convenience, and negotiate a successor provision. During any such negotiations, the status quo shall be that no payment described in this paragraph is due or payable to any teacher.

11.5 Like Pay for Like Work

This text, including the example is drafted assuming that all teachers are employed full-time, and that their percentage of employment and work duties will remain the same during the periods following notice of intent to retire. If a teacher's percentage of work decreases, salary will be decreased commensurate with the reduced work percentage.

11.6 Absolute Cap of 6% Increase

Nothing in this section or any other provision in this collective Bargaining agreement requires the Superintendent or Board to assign any teacher to duties such that his or her creditable earnings for any year will increase by more than 6% as compared to any prior year, if that teacher will be eligible to retire that year, or if that increased compensation in excess of 6% may be utilized by TRS in calculating that teacher's final compensation for TRS annuity purposes.

11.7 Good Faith

This provision is intended to replace a benefit which would have caused the Board to pay substantial penalties to TRS. For this replacement benefit to function as intended, the work performed by the teacher and the compensation therefore shall not be altered except as agreed by the Board and Association. After a notice of intent to retire has been given, if a teacher fails or refuses to perform work upon which a prior year's creditable earnings total was based, then that teacher's subsequent year's creditable earnings shall be calculated as if the teacher had not performed the same work in the prior year. Similarly, the Board shall not remove work from a teacher necessary to achieve the intended levels of compensation absent good cause.

11.8 Exemptions

Should applicable law change so as to exempt certain persons, positions or situations from the 6% "cap" above which the Board must pay a penalty to TRS, then the limitations of this section shall not apply to the extent such change in law applies, to such persons, positions or situations.

11.9 Rescinding Notice of Intent to Retire

If a teacher or teacher's spouse suffers a catastrophic injury or illness after giving notice of intent to renew, the teacher may rescind the letter of resignation. The additional sums received by the teacher as a result of this section shall be repaid by the teacher. The teacher and superintendent shall reach a schedule for repayment by payroll deduction as a condition of the teacher's right to rescind. The teacher may apply to the Board of Education to rescind a

letter of resignation under this section for other reasons, which the Board may grant in its discretion.

Article 12 – EFFECT OF THE AGREEMENT

Neither the Association nor any group of persons in the bargaining unit shall at any time engage in a strike, slowdown, or other similar activity, the result of which fails to give full service to the Board.

Terms and conditions set forth in the Agreement represent the full and complete understanding between the parties. No prior understanding, practices or negotiations of the parties except those, which are expressly set forth herein, are a part of the Agreement.

If any provision of this Agreement is held to be contrary to law, then such provision shall be deemed invalid except to the extent permitted by law; but all other provisions of this Agreement shall continue in full force and effect.

It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of the School District and the Board of Education which are not specifically limited by express language of the Agreement are retained by the Board of Education, provided, however, that no such rights shall be exercised so as to violate any of the specific provisions of this Agreement.

This Agreement shall be effective from midnight August 16, 2011 and continue in effect through the day preceding the opening day for the 2013-2014 school year.

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 or by specific agreement of the parties in the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement, or which was raised during the negotiation thereof in written proposals or counter proposals, except for, issues raised by changes in the new Illinois Teacher's Recertification Guidelines.

This Agreement is signed this _____ day of _____, 2011.

In Witness Whereof:

For the Arcola Education
/IEA/NEA

For the Board of Education Association
Arcola C. U. S. D. #306

President

President

Secretary

Secretary

Appendix A 2011 – 2012 Salary Schedule

Appendix A 2012 – 2013 Salary Schedule

Appendix B Athletics Extra Duty Compensation Schedule**Baseball**
Head Coach

10%

+ 1% every 3 years

High School Basketball

Boy's Head Coach	15%	+ 1% every 3 years
Boy's Assistant Coach	9%	+ 1% every 3 years
Girl's Head Coach	15%	+ 1% every 3 years
Girl's Assistant Coach	9%	+ 1% every 3 years

Junior High Basketball

Boy's 7 th & 8 th Grade Coach	9%	+ 1% every 3 years
Boys' Assistant	5%	+ 1% every 3 years
Girl's 7 th & 8 th Grade Coach	9%	+ 1% every 3 years
Girls' Assistant	5%	+ 1% every 3 years

Cheerleader Sponsors

High School	9%	+ 1% every 3 years
Junior High	5%	+ 1% every 3 years

Football

Head Coach	15%	+ 1% every 3 years
Assistant Coach – 3 each at	9 %	+ 1% every 3 years

Golf

Head Coach	10%	+ 1% every 3 years
------------	-----	--------------------

Softball

Head Coach	10%	+ 1% every 3 years
------------	-----	--------------------

High School Track

Boy's Coach	10%	+ 1% every 3 years
Girl's Coach	10%	+ 1% every 3 years

Junior High Track

Boy's Coach	9%	+ 1% every 3 years
Girl's Coach	9%	+ 1 % every 3 years

High School Volleyball

Head Coach	15%	+ 1% every 3 years
Assistant Coach	9%	+ 1% every 3 years

Junior High Volleyball

Head Coach	9%	+ 1% every 3 years
Assistant Coach	5%	+ 1% every 3 years

Appendix C**Academics Extra Duty Compensation****Schedule Class Sponsors**

Senior – 2 each at	1.5%	+ .50% every 3 years
--------------------	------	----------------------

Junior – 2 each at	2%	+ .50% every 3 years
Sophomore	1%	+ .50% every 3 years
Freshman	1%	+ .50% every 3 years
Clubs		
AFS	3%	+ .50% every 3 years
Band Director	10%	+ 1% every 3 years
Color Guard	1.5%	+ .50% every 3 years
Drama	5.5%	+ .50% every 3 years
FFA Sponsor	7%	every year of the contract
National Honor Society	1%	+ .50% every 3 years
H.S. Scholastic Bowl	2.5%	+ .50% every 3 years
J.H. Scholastic Bowl	2.5%	+ .50% every 3 years
H.S. Student Council	3%	+ .50% every 3 years
J.H. Student Council	1.50%	+ .50% every 3 years
Vocal Music	8%	+ 1% every 3 years
H.S. Yearbook	9%	+ .50% every 3 years
J.H. Yearbook	1%	+ .50% every 3 years

Unless otherwise specifically provided for above, multiple sponsors for a given extra duty shall equally divide the compensation therefore among the sponsors performing said duty.

The years experience must be at that position*

No more than 4 advancements. Example: head coach no higher than 19%. This would be over 12 years.

New individual coming in starts at 0 experience for Arcola.

*Regarding a change in position related to years of experience:

An individual who changes from one position to a similar position within a sport shall retain the earned years of credit already accumulated toward the increase in stipend percentage. Positions of Head Football, Head Basketball and Head Volleyball would be excluded from years of earned credit regarding these changes. Examples of similar positions would be Assistant Junior High Boy's Basketball to Assistant High School Boy's Basketball; Assistant High School Boy's Basketball to Assistant High School Girl's Basketball; Junior High Boy's Track to High School Boy's Track.

Appendix D Hourly Extra Duty Compensation Schedule

Behind-the-Wheel Instruction	\$25.00/hour
Detention	\$25.00/hour

Homebound Instruction	\$25.00/hour
Internal Substitution	\$25.00/hour
Saturday School	\$25.00/hour
Summer School	\$25.00/hour
Tutoring	\$25.00/hour

Behind the Wheel Driver Education shall be paid Twenty-Five Dollars (\$25.00) per hour for actual student instruction outside the school day as defined in this agreement.

Article 12 – EFFECT OF THE AGREEMENT

Neither the Association nor any group of persons in the bargaining unit shall at any time engage in a strike, slowdown, or other similar activity, the result of which fails to give full service to the Board.

Terms and conditions set forth in the Agreement represent the full and complete understanding between the parties. No prior understanding, practices or negotiations of the parties except those, which are expressly set forth herein, are a part of the Agreement.

If any provision of this Agreement is held to be contrary to law, then such provision shall be deemed invalid except to the extent permitted by law; but all other provisions of this Agreement shall continue in full force and effect.

It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of the School District and the Board of Education which are not specifically limited by express language of the Agreement are retained by the Board of Education, provided, however, that no such rights shall be exercised so as to violate any of the specific provisions of this Agreement.

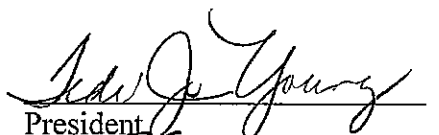
This Agreement shall be effective from midnight August 16, 2011 and continue in effect through the day preceding the opening day for the 2013-2014 school year.

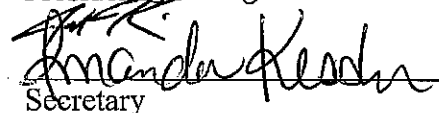
The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties in the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement, or which was raised during the negotiation thereof in written proposals or counter proposals, except for, issues raised by changes in the new Illinois Teacher's Recertification Guidelines.

This Agreement is signed this 25th day of July, 2011.

In Witness Whereof:

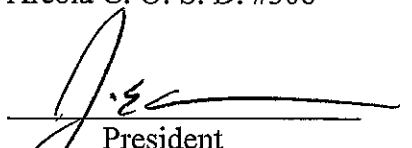
For the Arcola Education
/IEA/NEA

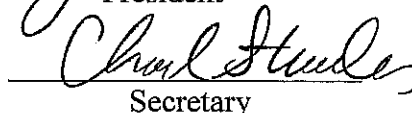


President


Secretary

For the Board of Education Association
Arcola C. U. S. D. #306



President


Secretary