

**SULLIVAN EDUCATION ASSOCIATION**  
**AND**  
**SULLIVAN BOARD OF EDUCATION**  
**CONTRACT AGREEMENT**

EFFECTIVE DATE

*December 4, 2017*

**Article I  
Recognition**

Section A           The Board of Education of Sullivan Community Unit School District No. 300, Sullivan, Illinois, hereinafter referred to as the "Board", hereby recognizes the Sullivan Education Association-IEA-NEA, hereinafter referred to as the "Association" or "S.E.A", as the sole and exclusive negotiation agent for all certificated teaching personnel, including counselors. The term "employee" as used hereinafter shall refer to all employees represented by the Association in the bargaining unit defined herein above. The Superintendent, Assistant Superintendent, Principals, Assistant Principal, and other full-time managerial, supervisory or confidential personnel as defined in the Illinois Educational Labor Relations Act are specifically excluded from the bargaining unit.

Section B           The Board agrees not to negotiate with any employees' organization other than the Association for the duration of this Agreement unless an intervening election during the term of this Agreement results in the certification of a new bargaining representative pursuant to the Illinois Educational Labor Relations Act. Further, the Board agrees not to negotiate with any employee individually during the duration of this Agreement on matters subject to negotiations provided that an employee may bring matters of concern to the attention of his/her supervisor.

**Article II  
Negotiations Procedure**

Section A           The parties agree that their duly designated representatives shall confer in good faith with respect to wages, hours and other terms and conditions of employment, to include a grievance resolution procedure.

Section B           The parties agree that at the first negotiations session between the parties, the parties shall agree to establish ground rules. The ground rules will become a part of the Agreement.

**Article III  
Grievance Procedure**

Section A           Definitions:

1. A grievance shall mean any claim by the Association or any employee that there has been an alleged violation, misrepresentation, or misapplication of the terms of this Agreement.
2. All time limits consist of school days. Except when a grievance is submitted fewer than ten (10) days before the close of the current school term, then time limits shall double and shall consist of all calendar days.

Section B

Procedure:

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. The absence of an Association representative shall not prevent an adjustment of a grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

1. Step One

If the grievance is not resolved at the informal step, the teacher Association may file the grievance in writing with the Principal. The written grievance shall state the nature of the grievance, shall note the specific clause(s) of the Agreement allegedly violated, and state the remedy requested. The filing of the written grievance must be within thirty (30) days from the date of the occurrence of the event, or within thirty (30) days from the date the teacher has knowledge of the event giving rise to the grievance. The principal shall meet with the grievant within ten (10) days after receipt of the grievance and discuss the grievance. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the Principal's written decision, including the reasons for the decision.

2. Step Two

If the grievance is not resolved at Step 1, then the Association and/or employee may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step 1 answer. The Superintendent shall arrange with the Association representative and/or employee for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) days of the meeting, the Association and/or employee shall be provided with the Superintendent's written response, including the reasons for the decision.

3. Step Three

If the Association and/or employee is not satisfied with the disposition of the grievance at Step Two, the Association and/or employee with consent of the Association may submit the grievance to final and binding arbitration through the American Arbitration Association or Federal Mediation and Conciliation Service, which shall act as the administrator of the proceedings. The decision of the Arbitrator shall be binding upon the parties provided that the Arbitrators shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be limited to deciding only the

issue or issues presented to him/her in writing by the Board and the Association, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. Each party shall bear the full cost for its representation in arbitration. The cost of the arbitrator's services and expenses shall be borne equally by the parties. If a demand for arbitration is not filed within thirty (30) days of the date for the Step Two answer, then the grievance shall be deemed withdrawn.

Section C By-Pass Procedure

If the grievant and/or Association and the Principal (at Step One) or the Superintendent (at Step Two), as the case may be, agree, any level of the grievance procedure may be by-passed and the grievance brought directly to the next level. If a teacher does not report to a Principal, the grievance shall be filed initially at Step Two.

Section D By-Pass to Arbitration

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

Section E Class Grievance

Class grievance involving more than one (1) employee or more than one (1) supervisor may be initially filed by the Association at Step Two.

Section F Association Participation-Employee Represented

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level at the request of the employee. The absence of Association representation at any level shall not prevent an adjustment or processing of a grievance. No employee shall be required to discuss any grievance if the Association's representative is not present if Association representation has been requested by the employee.

Section G Association Participation-Employee Not Represented

In any instance where the Association is not represented in the grievance procedure, the Association shall be notified of the final disposition of the grievance, which disposition shall not be in conflict with any of the terms or conditions of the Agreement.

Section H Board-Administrator Cooperation

Both parties to a grievance shall be provided, upon reasonable request, any information or documents pertinent to a grievance.

Section I No Reprisals Clause

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

Section J Hearings

Hearings and formal conferences under this procedure shall be conducted at a time and place which will afford an opportunity for all persons, including witnesses entitled to be present, to attend, and will be held insofar as possible, during non-teaching time of personnel involved. If the processing of a grievance at any of the formal steps requires that the grieving teacher and/or Association representative be released from his/her activities, there shall be no loss of pay or benefits.

Section K Filing of Materials

Grievance materials will be filed in a file separate from the employee's personnel file when related to non-performance grievance materials. Performance based grievances will be placed in the personnel file. All records related to a grievance shall be filed in a sealed envelope in the personnel files of the employees and marked "Confidential" and stamped with the date and year.

Section L Grievance Withdrawal

The failure of a teacher or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement. A grievance may be withdrawn by the Association without precedent upon notice to the district.

Section M Other Forum

If a teacher/Association files any claim or complaint in any forum other than under the grievance procedure of this agreement, the administration/Board shall not be required to process the same claim or set of facts through the grievance procedure.

**ARTICLE IV  
Employee and Association Rights**

Section A Employee Discipline/Discharge

When any employee is required to appear before the Board or any administrator for a formal discussion concerning the discharge or discipline of that employee, the employee shall be entitled to written notice of the reasons for such meeting 24 hour prior to any discussion taking place. The employee shall be entitled to have a representative of his or her choosing present at any such meeting.

Section B Employee Reprimand

Except in such situations where the safety and/or care of students or property under the charge of the Board are in jeopardy, when an employee is to be reprimanded or disciplined in person, every attempt shall be made by the Board and/or administrator to do so out of the presence of students, parents, or other employees.

Section C      Teacher Assignments

Employees shall be notified of tentative assignments for the next school year on or before the closing date of school of the preceding year. Such tentative notification shall specify the grade(s) and/or subject(s) to be taught. Employees shall be notified of final teaching assignments prior to August 1. The administration reserves the right to change assignments after August 1 as it deems necessary. If changes have occurred, written reason(s) for such changes shall be provided to the employee. Any employee choosing to resign rather than accept an assignment shall be held harmless.

Section D      Board Agendas

The Board will provide a written Board agenda and any amendments thereto of all regular and special meetings of the Board to the S.E.A. at the same time these agendas and amendments are provided to Board members. Should the S.E.A. wish to officially address any agenda item to be discussed by the Board in open session, time will be provided during the Board meeting for such address. The S.E.A. shall provide a written request to address the issue. Such notice by the S.E.A. shall specify the items to be addressed and the S.E.A. will be limited to those items so designated. Such notice must be received by the Superintendent no later than two business days preceding the Board meeting.

Section E      Complaints Against Teachers

Any complaint directed at an employee which is brought to the attention of an administrator by a citizen(s), student(s), or parent(s)/guardian(s) shall be heard by the administrator. If the complaint is immediately resolvable, the administrator ends the process at this point. If the complaint requires teacher input, the administrator asks the citizen(s), student(s), or parent(s)/guardian(s) to directly contact the teacher. At that point the administrator would notify the teacher of the complaint. If the parent fails to contact the teacher, the teacher may initiate a conference with the parent. When deemed appropriate by all parties involved, employee-complainant or employee-complainant-administrator conferences may be scheduled.

Section F      Freedom of Information Act

The Board shall provide the Association with all public information required under the Illinois Freedom of Information Act (FOIA) in accordance with its provisions and the duly adopted rules and regulations of the Board in regard to said Act.

Section G

S.E.A. Use of Facilities and Equipment

1. The S.E.A. shall have the right to hold meetings on School District property after regular student attendance hours, provided such meetings in no way interfere with any aspect of the instructional program. Any out-of-pocket expenses to the Board resulting from such meetings will be borne by the Association. Such meetings will be scheduled with the unit office.
2. The S.E.A. shall have the right to use e-mail faculty mailboxes and the bulletin Boards for announcements relating to the conduct of the S.E.A.'s official business.
3. The S.E.A. shall be provided access to clerical and audio-visual equipment for work relating to the S.E.A.'s official business provided that the use of such equipment in no way interferes with the normal operation of the district. Any out-of-pocket expenses to the Board resulting from such use will be borne by the S.E.A.

Section H

Board Minutes

A copy of open session Board minutes shall be mailed to or placed in the mailbox of the president of the S.E.A on the first work day following the approval of said minutes by the Board. Specifically exempt from this provision are minutes of all closed sessions.

Section I

Personnel File

Each employee, upon 24 hour advance written request to the Superintendent, shall be allowed an opportunity to review his/her personnel file in the presence of the Superintendent or his designee, in the confines of the unit office during the normal business hours. The employee shall have no right to examine confidential college credentials. Employees shall have the right to duplicate the contents of the personnel file.

**ARTICLE V  
Employee Evaluation Process**

Section A

Evaluation of professional staff shall be in accordance with the Faculty Evaluation Plan, which will be developed in cooperation between the Board and the Association. The Faculty Evaluation Committee shall consist of an equal number of members to be appointed to represent SEA and administration. The committee will meet at least two (2) times annually. The committee will consider feedback on the Faculty Evaluation Plan to determine any necessary changes. All procedural changes to the Faculty Evaluation Plan will be decided using a collaborative process.

A copy of the Faculty Evaluation Plan shall be provided to every certified employee of the school district. Newly employed teachers shall be provided an orientation of procedures contained in the Faculty Evaluation Plan during the first six (6) weeks of each school year.

**ARTICLE VI**  
**Leaves**

Section A

Sick Leave

1. Definitions

- a. **SICK LEAVE** - Sick leave shall be defined as an authorized absence with pay from assigned regular or usual duties which are to be performed in the course of one's employment in and for the District as a result of personal illness, quarantine at home, death or serious illness in one's immediate family, birth, adoption or placement for adoption.
- b. **PERSONAL ILLNESS** - Personal illness is defined as an unhealthy condition of the body or mind resulting from impaired or defective functions, including complications arising from childbirth and related medical conditions.
- c. **SERIOUS ILLNESS** - Serious illness means a personal illness which jeopardizes one's life.
- d. **IMMEDIATE FAMILY** - Immediate family shall be defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

2. Sick Leave Authority

- a. Sick leave without loss of pay shall be credited each school year to each full-time employee on the first day of the employment year. The number of sick days credited annually shall be as follows:
  - 1. Twelve (12) days for those on 36 week contracts
  - 2. Thirteen (13) days for those on 40 week contracts
  - 3. Fourteen and one-half (14 1/2) days for those on 44 week contracts
  - 4. Sixteen (16) days for those on 48 week contracts
  - 5. Seventeen (17) days for those on 52 week contracts
- b. Accumulated sick leave will be 380 days.
- c. Those who are hired in any category after the first day of the employment year shall be credited with a proportionate number of sick leave days rounded to the nearest one-half (1/2) day.
- d. The Board may require a physician's certificate or, if treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such teacher or employee's faith, to substantiate the validity of a claim for sick leave of three (3) or more consecutive days for reasons of personal illness, or as the Board may deem necessary in other cases.
- e. The Board, at its expense, may require an employee to be examined by a physician of its choice to confirm a personal illness.



- f. Allowable sick leave in the event of death in the immediate family shall apply to both the employee and to members of the spouse's immediate family. Time allowable shall be limited to three (3) days; additionally, one (1) day may be used in the event of death of extended family identified as aunts, uncles, nieces, or nephews; however, the Superintendent may grant additional time, if, in his/her opinion, circumstances so warrant.
- g. An employee who makes a false claim for sick leave shall be subject to disciplinary action, including dismissal.
- h. Employee medical appointments shall be deemed appropriate use of sick leave. Medical appointments by a member of the immediate family as defined in Section A. of Article VI shall be limited to non-routine appointments of a more serious nature.

### 3. Sick Leave Loan

An employee may borrow sick leave days at full pay and benefits from other employees with the written consent of the lending employee and the written approval of the Board, provided:

- a. The borrowing employee has used all his/her personal accumulated sick leave days including the current year's allotment;
- b. The borrowing employee may borrow no more than a total of fifteen (15) sick leave days in any given school year. Days must be used in the school year they are borrowed;
- c. The borrowing employee shall repay the employee-lender(s) all borrowed sick leave days within the next two (2) school years following the school year of the loan unless the employee-lender signs a waiver indicating repayment is not necessary;
- d. Should an employee fail to repay his/her loan(s) as required in Paragraph C or cease to be an employee of the District prior to the full and complete repayment of such loan(s) to an employee-lender(s), the Board is under no obligation or liability to repay the employee-lender for sick leave days not repaid. Sick leave days loaned but not repaid as provided in this Article shall be lost by the employee-lender;
- e. Repayment of a sick leave day loan is effectuated by the employee's execution of a written repayment directive sent to the Superintendent within the time limits of Paragraph C.
- f. Sick leave days loaned by an employee shall not be available to the lender until they are repaid as set forth in Paragraph C; and
- g. Employees shall not be required to borrow days prior to making application for disability benefits from the Illinois teachers' Retirement System.

### 4. Bereavement Leave – Immediate Family

- a. Each full-time employee shall be entitled to a maximum of two (2) school days per school year with pay, not subtracted from sick leave, for the death of a member of the immediate family.

## Section B

### Professional Staff Visitations and Conferences

1. Activities associated with the Sullivan Education Association, Illinois Education Association, National Education Association, or their subdivisions or counterparts are specifically excluded from this Article.
2. This Article shall encompass all professional education association conferences, conventions, and workshops; university/college sponsored educational conference/workshops; vendor sponsored workshops (publishers, testing services, etc.); and school visitations.
3. It shall be the responsibility of the employee to submit a completed "Pre-Approval Request" form as developed by the administration when making a request for a Professional Staff Visitation and/or Conference. Said request shall be made in a timely fashion by the employee to permit the Board the opportunity to return the "Pre-Approval Request" form to the employee prior to the refund deadline as determined by the conference sponsor. The employee making the request should also be prepared to make additional oral justification for the request if the principal so requests. The administration shall have the sole and exclusive discretion as to whether or not to grant requests under this Section.
4. Employees attending a conference may be required to submit a written report-evaluation of the conference to the building principal upon their return. In some instances, the principal may find it desirable for the employee to present an oral and/or written report to other members of the staff in order to disseminate information learned at the conference.
5. Only in special circumstances will more than one (1) employee be permitted to attend the same conference at the same time. If granted, reasonable attempts should be made to share expenses.
6. The Board shall annually establish the maximum expenses it will incur per individual teacher for attendance at professional conferences. The Board will identify maximum for the following: costs for transportation, lodging, per diem meal allowance, registration, and incidental expenses. Expenses beyond the limits established by the Board must be borne by the employee. Materials purchased with District funds remain the property of the District. The District will not pay the expenses of a spouse or child(ren).
7. An employee attending such conferences as authorized and as defined by this Section will suffer no loss of salary, nor a reduction within any leave classification.

## Section C

### Association Leave

In the event the Sullivan Education Association desires to send employees to state, or national conferences, those employees shall be excused without loss of salary providing:

1. The total amount of time so taken does not exceed a maximum of five (5) days per school year by all employees and the total amount of time so taken by an employee does not exceed two (2) days per school year.
2. The Association reimburses the District for the cost of a substitute(s).
3. The frequency of excused leaves does not impair the quality of classroom instruction and that a written request for leave has been submitted to the Superintendent.
4. No more than three (3) employees will be excused for the same day under this provision.

#### Section D

#### Unpaid Leaves of Absence

1. Leaves of absence may be granted without pay to tenured employees who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity upon termination of said leave.
2. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of 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 employees according to the following conditions:
  - a. Written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.
  - b. Dates of departure and return must be mutually acceptable to the administration and the affected employee and determined prior to initiating the request.
  - c. Leaves of less than one (1) month, if acceptable to and approved by the administration, will not require Board approval or three (3) months' notice.
  - d. Leaves may be granted for:
    1. Advanced study leading to a degree at an approved university.
    2. Educational related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program. (Does not include personal vacations.)
    3. Military Service
    4. Parental purposes
    5. Other reasons acceptable to the Board.
  - e. Employees on approved leaves will retain seniority, subject to the provisions of the Seniority Section of this Agreement.
  - f. Employees on such leave may continue insurance benefits if they

reimburse the District for any pro-rata costs of premiums for which they apply.

- g. Advancement on the salary schedule shall be in accordance with Article VIII A3 of this agreement.
- h. Failure of the employee to notify the District of intention to return at least sixty (60) days before the end of the school year or the semester prior to resuming duties will be considered as a resignation from continued contractual service; thereby removing the Board's obligation to re-employ.

3. Suspension With-out Pay

The Board may suspend employees without pay, (1) pending a dismissal hearing, or (2) as a disciplinary measure for up to ten (10) employment days for gross misconduct which is detrimental to the School District.

Pre-Suspension Hearing

Before invoking a suspension without pay, the Administration will conduct a hearing to determine whether the facts warrant suspension without pay. The Administration shall notify the employee stating the alleged charges and causes and indicating the date and time of the hearing. At the pre-suspension hearing, the employee may have a representative to present evidence.

Suspension With-out Pay Procedures

A. Notification

Before suspending an employee without pay, the Board will notify the employee in writing of:

- 1. The reason(s) for the suspension
- 2. The date(s) and duration of the suspension; and
- 3. The employee's right to request a hearing before the Board and to be represented at the hearing.

## B. Suspension Hearing

1. The employee shall be granted a hearing before the Board, provided the employee makes a written request for such hearing to the Superintendent within five (5) working days of receipt of the written notice of the intent to suspend. He/she shall have the right to be represented at the hearing by legal counsel or other representative, present witnesses on his/her behalf, and cross-examine any witness who testifies against him/her.
2. Upon receipt of an employee's request for a suspension review hearing, the Board shall promptly schedule a hearing date and give the employee written notification of the time and place of the hearing, at least five (5) working days before the hearing, as determined by the date of the notification letter. The notification shall set forth the procedure to be followed at the review hearing as stated below.
3. The Board shall utilize the following procedures at the hearing:
  - a. The hearing shall be conducted in closed session.
  - b. The employee may be represented by a person of the employee's choice.
  - c. The school officials and then the employee shall make short opening statement as to their positions on the suspension.
  - d. The school official shall first present their evidence in oral or written form.
  - e. After the school officials conclude their evidentiary presentation, the employee may present evidence to refute the charges orally or in writing.
  - f. Each party shall be afforded an opportunity to cross-examine all witnesses who testify and to examine all written evidence presented.
  - g. The Board may receive all relevant oral and written evidence without regard to the legal rules of evidence; but shall consider the weight of the evidence in making a determination.
  - h. The school officials and the employee may make closing statements at the conclusion of the hearing.
  - i. The hearing may be recorded stenographically or by tape at the direction of either party at its own expense. If either party makes a recording, the other party shall be offered an opportunity to purchase a copy of the transcript or to reproduce the tape at a reasonable cost.

### C. Final Decision

The Board will make a final decision on the suspension. If the employee is not suspended his or her personnel record shall be expunged of any notices or material relating to the suspension. The Association may file a grievance to determine whether the procedures have been followed and whether a suspension without pay is based on the preponderance of the evidence.

### D. Mandatory Leave With Pay

The Board authorizes the Superintendent to place an employee on a mandatory leave with pay during an investigation into allegations of misconduct whenever the employee's continued presence in his or her position would not be in the best interest of the School District or pending a Board hearing to suspend an employee without pay.

The Superintendent shall meet with the employee to present the allegations, and give the employee an opportunity to refute the charges. The employee will be told the dates and times the mandatory leave with pay will begin and end.

Mandatory leave neither conotates guilt nor innocence.

### F. Mandatory Leave With Pay Procedures

The Superintendent or a designee shall inform an employee of a suspension with pay by written or oral notice, which shall specify the reasons for the suspension. If the employee is suspended upon oral notice, written confirmation of such notice shall be given to the employee as soon as reasonable. The Superintendent or a designee shall meet with the employee before the suspension to discuss the reasons for the suspension. Written confirmation of the suspension shall be given to the employee as soon as is reasonably possible.

## Section E

### Jury Duty and Court Subpoena

Any employee summoned to jury duty or issued a court subpoena shall be paid full salary for each working day of absence, provided that the employee pays the District the jury fee or witness fee. This provision is not applicable if the employee is a witness against the School District, the Board, or its representative as the result of any legal actions commenced by or on behalf of the employee, the employee's representative association(s), its agents or members.

## Section F

### Personal Leave

Teachers are granted three personal leave days per year. Any unused personal leave days from the previous school year will roll into the three new days given in the following year for a maximum accumulation of six (6) personal leave days. Any accumulated personal leave days beyond six (6) will be considered sick leave. The use of a personal day is subject to the following conditions:

1. Except in cases of emergency or unavoidable situations, personal leave requests should be submitted to the building principal three (3) days in advance of the requested date. Teachers must notify the building principal by May 1 of any personal days to be used after May 1.
2. No personal leave days may be used immediately before or immediately after a holiday unless prior approval is granted by the Superintendent.
3. Personal leave may not be used in increments of less than one-half day.
4. Personal leave days may not be used during the first and/or last five (5) student attendance days of the school year.
5. Personal leave use by the teaching staff in each building at the same time shall be limited according to the following formula: 10% of the number of teaching staff assigned to Sullivan High School/Sullivan Middle School combined and Sullivan Elementary School separately or the next whole number which results when 10% of the number of teaching staff assigned per building or buildings as identified combined results in a decimal number.
6. The Superintendent may waive any of the above restrictions.

**ARTICLE VII  
Working Conditions**

Section A      Emergency School Closing

When school is officially closed by the administration/Board, paid sick leave, or parts thereof, previously arranged by an employee will not be charged as such against the employee.

Section B      Employee's Work Year

Prior to the Board's adoption of the school calendar for the next succeeding school year, the SEA executive committee shall be given a copy of the proposed calendar and the SEA President shall be given the opportunity to submit recommendations to the Superintendent of Schools. Those recommendations shall be advisory in nature only, and the Board shall make the final decision regarding the school calendar. Employees shall not be required to work more than the minimum number of teacher attendance days required by law (currently 180 days) each school year without extended contract or extra-duty pay.

Section C      Duty Free Lunch

Every employee whose duties require attendance at school for four (4) or more clock hours in any school day shall be entitled to and be allowed a duty-free lunch period equal to the regular school lunch period but not less than thirty (30) minutes each school day.

Section D      Work Space

Each employee's lounge shall be equipped with computer and a work table, unless the S.E.A. indicates that a suitable work space exists elsewhere in the building where the lounge exists.

Section E Educational Staffing

Every reasonable effort will be made to give an employee twenty-four (24) hours notice of special education staffing. If notice of at least twenty-four (24) hours is not given, the employee is not obligated to attend the meeting. An employee with less than twenty-four (24) hours notice will make every reasonable effort to attend the meeting. Notification to employee must include the name of the student and the reason for the staffing.

Section F Vacancies and Transfers

1. At any time during the calendar year when teaching or coaching vacancies occur, the Superintendent shall send a notice of said teaching or coaching vacancies to the Association President. Notice of vacancies and transfers shall include the deadline for acceptance of applications.
2. Employees may apply for transfers to another building, grade level or subject area, provided teaching vacancies exist. Such applications shall be in writing and sent to the building principal where the vacancy exists.
3. Employees subject to involuntary transfer of teaching assignments shall have the right to request a conference with the building principal involved and/or Superintendent to discuss the transfer.

Section G Reduction-in-Force

Any reduction in force shall be in compliance with Section 24-12 of the School Code.

Section H Internal Substitution

Addressed in Article VIII, Section D.

Section I Workload

A normal load for employees (6-12) with the exception of media, instrumental music, vocal music, and guidance shall be defined as six (6) teaching periods, one or two supervision period(s), or any combination of the preceding along with one conference and/or preparation period. In the event that it becomes necessary to exceed this normal load, the building principal shall notify the employee, and upon the request of the employee discuss the overload assignment with the employee. The Association may be present at the request of the employee. An overload assignment is defined as a teaching assignment that results in seven (7) instructional periods per day that result in a report card grade for the student(s) in the instructional period.

If an employee is assigned to teach a seventh class defined above as an overload assignment, they shall have their annual salary increased by \$500 per semester for such assignment. In the event an overload assignment lasts for less than a full semester, the amount shall be pro-rated accordingly.



If an elementary teacher, excluding PE and music, is assigned to teach a class with more than twenty-six (26) students, this would be considered an overload assignment and they shall have their annual salary increased by \$500 per semester for such assignment. In the event the overload assignment lasts for less than a full semester, the amount shall be pro-rated accordingly.

Employees in grades K-8 may be assigned before or after school supervision on a rotating basis. This duty will not exceed six (6) one week periods per school year.

Section J Work Day

The employee's normal work day, inclusive of lunch, but exclusive of parent/student conferences, faculty meetings, staffing, extracurricular assignments, open houses, emergencies, administrator/employee conferences and advisory committees shall not exceed seven and three quarter hours (7 3/4). On Fridays and days preceding holidays and/or vacation periods, the employee's day shall end at the close of the student attendance day if there are no remaining supervisory duties.

Section K Preparation Period

The Board shall provide to each Employee a preparation period of forty-five (45) minutes or a normal class period daily. Every attempt will be made to schedule grade level meetings, departmental meetings and curriculum meetings, at times other than the Employee's preparation period. In the event that it becomes necessary to hold such meetings during an Employee's preparation period, twenty-four (24) hours notice will be given. Should the Administration schedule any such meetings as listed above during an Employee's preparation period then the Employee will be compensated at the Internal Substitute Fee rate.

Section L Rtl Response to Intervention

The District and Association recognize that the implementation of the District Rtl Plan could potentially impact the working conditions of bargaining unit members. Should the Association make a determination that working conditions will, in fact, be impacted, the Association may make a timely demand to bargain to the Board.

Section M Non-Resident Tuition Waiver

In accordance with a non-resident tuition waiver, if approved by the General Assembly, Teachers who reside out-of-district and whose children are enrolled as students in the district, shall receive up to a 100% reduction in the tuition cost assessed by the district (up to the maximum approved reduction) for each child so enrolled and for as long as the waiver is in effect. It is understood that the Teacher must follow all components of the established application process and pay any other required registration or other fees.

The Board further agrees to complete the application process for renewing the non-resident tuition waiver through the Illinois State Board of Education prior to the fall waiver deadline.

**ARTICLE VIII**  
**Professional Compensation**

Section A      Salary

1. Employees will be paid according to the following equalized salary schedule format. For the 2018-2019, 2019-2020, and 2020-2021 school years, the base salary will be \$34,029, \$34,268, and \$34,468 respectively, from which employees will receive a 1.64% increase for each year of experience and a 1.97% increase for each advancement in educational step (BA+8, BA+15, BA+24, MA, MA+8, MA+15, MA+24, MA+30), provided that no employee shall receive less than a \$500 increase or more than a \$1700 increase in a single year.
2. Experienced teachers entering the system will be granted credit for teaching experience outside of the district under the following conditions:
  - a. Military service will not be credited.
  - b. Internal transfers of individual employees during the term of their employment will not suffer loss of creditable service.
  - c. Part time prior employment will be calculated to the nearest half year in accordance with Article VIII, Section A, Part 3 of this Agreement.
  - d. No credit will be allowed for unpaid long-term leaves in other districts.
3. Employees shall be granted one (1) year teaching experience for any time exceeding one (1) semester of full time service during the school year. When an employee has completed two (2) consecutive years of a minimum of one-half (2) year taught will be granted on the salary schedule. Half time shall be defined as the equivalent of 90 teacher days. A semester shall consist of 90 teacher days, more or less and established on the annual school calendar.
4. Hiring Bonus - Upon certification by the Superintendent to the Board that, following the recruitment for a certified position, no person qualified to teach the vacant position is available to accept such position, the Superintendent will have the authority to offer a prospective qualified candidate, who has obtained certification, a sign-on bonus not to exceed a maximum of \$6,000.00. If no such candidate is available to accept the position with a bonus, then the Superintendent will have the authority to offer the position with bonus to a qualified candidate who is actively pursuing certification. The one (1) time bonus may be paid in one (1) lump sum or in installments during the teacher's probationary period, as agreed to by the Superintendent and teacher. The payment of the bonus will not affect the teacher's placement on the salary schedule consistent with years of experience and education. Recruitment will be in conformance with District recruitment and affirmative action policies. In the event this provision is used in the employment of a certified candidate, the Superintendent will notify the Association, in writing, no

later than thirty (30) days after employment of candidate.

5. Salary Placement for New Hires - A newly hired teacher will be placed on the salary guidelines according to their education level and actual years of experience within the candidate's discipline.
6. National Board for Professional Teaching Standards (NBPTS)- Teachers participating in certification through NBPTS shall have three (3) leave days for the purpose of portfolio completion. Teachers who receive certification from the NBPTS shall receive, in addition to all other salary and other payments due to said teachers, a one-time stipend of \$1,000. Teachers eligible for the 6% retirement benefit (by TRS standards) will forego the stipend.

## Section B

### Continued Educational Progress and Increments

The Board shall pay up to \$200 per semester hour not to exceed nine (9) semester hours per year per person toward tuition for approved courses at an accredited institution. To be approved, the course(s) must meet the following requirements:

1. The course(s) must be approved in advance by the Superintendent. College hours must be approved in the field of education and at a fully accredited institution as determined by the Superintendent or Board of Education. Teachers will be responsible for providing course outline/objectives at the time of the request. A committee composed of the Building Principal, Association Representative, and School Board member is to convene upon request of the Superintendent or SEA to review requests as needed.
2. The course(s) must be completed successfully with a grade of A or B.
3. Reimbursement shall be granted for extra college credit beyond the Bachelor's degree when the extra college credit is earned after the teacher has his/her teaching certificate. Credit hours must be non-graduate or graduate courses in an educational related field and/or graduate courses for a Master's Degree in administration or an educational related field, consistent with the requirements for educational advancement on the salary schedule as defined by Section B, Paragraph 1 above.

The maximum cost of \$7,200 per fiscal year (July 1- June 30) shall be equally disbursed (\$2,400) in trimesters (Summer, Fall, Spring) with reimbursements for Summer being paid no later than September 30, Fall being paid no later than January 31, and Spring being paid no later than June 30 for hours of credit during that fiscal year. If the cost of courses approved and submitted for reimbursement exceeds the largest dollar amount budgeted for the current semester, as outlined above, then the amount reimbursed per credit hour will be prorated. For example, if 20 credit hours have been approved and submitted for the Fall semester 2017, reimbursement will be \$2,400 divided by the 20 hours = \$120 per semester hour.

## Section C

### Payment of Salaries:

Employees will be issued their semi-monthly pay on the 15<sup>th</sup> and 30<sup>th</sup> day of each calendar month if the 15<sup>th</sup> and 30<sup>th</sup> fall on a work day. Should the 15<sup>th</sup> or 30<sup>th</sup> be a non-work day, then the monthly pay will be issued on the date closest to but preceding the 15<sup>th</sup> or 30<sup>th</sup>.

Employees may choose one of the following ways to have their salaries paid:

1. Twenty-four (24) semi-monthly installments. The first pay for each school year will be August 30 and the last pay will be August 15.

Per IRS Code, Section 409A, the teacher must give a written (or electronic) election to the employer (district bookkeeper) for salary payment before the first day of the school year for which the teacher is paid. This election is irrevocable and cannot be changed after the work period (school year) begins. The teacher may give proper written notification before subsequent work periods (school years) to change the election within options as stated in Article VIII, Section C.

2. Twenty (20) semi-monthly installments. The first pay for each school year will be August 30 and the last pay will be June 15.

All irregular compensation (i.e. Substitute Teachers, Internal Substitution, Event Worker, Instructional Hourly Rate, etc.) will only be paid during the pay period on the 15<sup>th</sup> of each month.

#### Section D

#### Additional Compensation

1. For extra-curricular assignments, the employee shall be entitled to compensation as stated in Appendix "B". Any employee, who is dissatisfied with his/her extra curricular assignment, shall have the right upon written request to meet with the Board to discuss such arrangement.

Compensation at one and one-half (1 ½) times the Instructional Hourly Rate will be paid to the Building Tech Coordinators for approved training of staff outside of the regular work day.

Late Stay instructors will be compensated at the instructional hourly rate so long as Title I funds are approved to fund the Late Stay program and so long as the Late Stay program has administrative approval.

#### Internal Substitute Fee:

Length of Contract \$15.53 (Includes Bd. Pd. TRS)

#### Event Worker Stipend:

Length of Contract \$29.59 (Includes Bd. Pd. TRS)-

#### Instructional Hourly Rate:

Length of Contract \$23.30 (Includes Bd. Pd. TRS)

2. Induction/Mentoring Stipend

First, Second and Third Year Teachers (Steps 0-2 on District Salary Schedule) shall be required to complete Induction/Mentoring activities as prescribed by the District Induction/Mentoring Coordinator. Upon completion of such activities as verified in writing by the District Induction/Mentoring Coordinator, First, Second and Third Year Teachers will be compensated by the District the amount of \$325.

3. Professional Development

Employees who participate in curriculum based committees will be allowed to participate in additional professional development opportunities not to exceed an expense to the district of \$200 unless administratively approved.

Section E

Insurance

1. Each employee shall continue to have the right to make contributions from salary for a tax sheltered annuity (403(b) contribution) in any amount the employee desires, subject to the limits of applicable law, annuity rules, and employer procedures applicable to the 403(b) plans.
2. The Board contribution toward single insurance coverage shall be \$7,903 for school year 2017-2018. However, if the cost of single insurance coverage premium is less than the amount contributed by the Board, the excess may be paid toward Employee plus one (1) or Employee plus family coverage. Part time employees who perform services a minimum of 30 hours per week shall be entitled to this benefit on a pro-rata basis.
3. In accordance with all applicable laws, including preservation of a tax qualified group health plan, employees who were receiving, at the end of the Agreement in force from 1999 - 2002, a Board contribution toward a tax sheltered annuity (403(b) contribution) shall have their salaries increased permanently by \$6,434 (w/TRS) for 2017-2018 over the otherwise regularly scheduled salary. Part time employees who perform services a minimum of 30 hours per week shall be entitled to this benefit on a pro-rata basis. For health insurance purposes only, any employee who regularly works thirty (30) hours per week or more (as defined by the regulations implementing the federal Affordable Care Act) shall be entitled to the health insurance benefits provided to full-time employees without proration. No employee who receives such an increase may thereafter participate in the health insurance plan, except in accordance with applicable carrier restrictions. Participation in the Section 125 plan shall also be subject to applicable law and administrative procedures.
4. No employee shall have the choice of receiving a tax sheltered annuity contribution from the Board, instead of an insurance contribution.
5. If an employee who receives a salary adjustment under Section 3 elects to participate in the group insurance plan, the Board contribution toward insurance shall be \$1,469 for 2017-2018; instead of the employer contribution under Section 2.

6. Any employee employed on September 1, 2002 who participated in the group health insurance plan on that date may subsequently elect not to participate in the plan. Such an employee may rejoin participation in the health plan, subject to carrier restrictions and employer procedures of general applicability.
7. The Board agrees to pay for all expenses relating to the administration of the Section 125 program. Additional costs to the employer directly, or for third party administration services over such costs which existed prior to the making of the 2002-2005 collective bargaining agreement which result from the implementation of any proposal to the Section 125 plan made by the Insurance Committee specified in Section 8 will be promptly negotiated between the parties following the completion of the report of the Insurance Committee. Any expanded Section 125 plan shall be effectuated promptly after completion of those negotiations, but not before.
8. The Board and Association shall establish an insurance committee. The membership of the insurance committee shall consist of three representatives from the Association and three Board representatives. The committee shall actively meet and develop recommendations for changes in the insurance and Section 125 program and shall report its initial recommendations within six months of the signing of this agreement. No changes will be made in the insurance plan that is inconsistent with the majority recommendations of the committee. After the initial six months, the committee may be recalled on an ad-hoc basis to review additional changes at the request of the Association or Board.

The committee may utilize the services of consultants, who may attend meetings and who shall inform the committee as to recommendations in modifications of the Plan design, interpret data generated from the various reports and bidding carriers, and provide projections of future Plan performance.

The committee shall consider all options which are in the best interests of the Plan, taking into account without limitation, benefit designs and options, cost savings, cost containment options, managed care, preventive and wellness programs and the like. The committee shall consider, but not by way of limitation, the following:

- a. Additions to and modifications of the benefits currently in effect;
- b. Selections of insurance and stop-loss reinsurance carriers;
- c. Selection of third party administrators;
- d. Selections of managed care networks and brokers;
- e. Selection of funding mechanisms for coverage (i.e. fully funded conventional, self funded, etc); and
- f. Establishment of premium levels for single and family coverage.

Section G Section 125 Plan

The District's Section 125 Plan allows each employee, on a volunteer basis, to specify amounts to be deducted from his/her salary for the purposes of premium cost for employer provided health insurance.

Section H School Sponsored Events

Employees shall receive a free pass for themselves, their spouse and their children to school sponsored events. Events and activities which are sponsored by student clubs, organizations, classes, etc. as money-raising activities and I.H.S.A. state events are specifically excluded from this section.

Section I Teacher's Retirement System Contributions

The parties agree that if any law, regulation or court decision results in a change of status regarding TRS contributions, Article VIII – Section I shall be re-opened (and only this section) at the request of either party.

The Board shall pay to TRS for and on behalf of each teacher a retirement contribution of nine percent (9.0%) (actually 9.8901% because of add-on factor) on the teacher's total creditable earnings, as a Board paid contribution.

Should there be any statutory and/or regulatory changes to required teacher paid TRS contributions during the life of this Agreement, either party may reopen this section (only this section) to bargain the impact of the changes.

As part of the established salary schedule, the Board agrees to withhold and pay, on behalf of each teacher, eighty-four hundredths of one percent (.84%) of the teacher's salary as the teacher's contribution to the Teacher Health Insurance Security Fund. The purpose of such Board payment shall be to exclude such payment from federal income tax. Neither the Board nor the Association warrant the propriety of any particular tax or pension treatment of said eighty-four hundredths of one percent (.84%) contribution.

The teachers individually and/or collectively, at the Board's discretion shall indemnify the District and hold it harmless against any tax liability or penalty, if such shelter should be declared illegal by a court or competent jurisdiction or found improper by subsequent tax ruling or audit.

Section J Dues Deduction

Any member of the bargaining unit who is a member or has applied for membership in the Association may sign and deliver to the Board an authorization for dues deduction. The Association will provide the appropriate authorization form. A continual authorization shall remain in effect unless the employee evokes said authorization in writing to the SEA prior to September 1. With a dues deduction authorization, the Board shall deduct one-sixteenth (1/16) of such dues from regular salary checks of the bargaining unit member bi-monthly for eight (8) months beginning in October and ending in May of each year. Any employee, who becomes a member of the Association after October, and desiring dues deduction, shall have their deductions pro-rated from the time authorization is made through May. The Board shall remit deducted dues to the Association within ten (10) days following the pay

period.

Section K

Mileage

The IRS prevailing rate will be used for mileage reimbursement. All employees shall be reimbursed at said rate for all mileage approved by the administration.

Section L

Retirement/Severance Plans

These plans are available for those teachers retiring into the Downstate Teacher Retirement System, and who meet the following eligibility requirements.

One Year Plan

For the final year of employment, the teacher's TRS creditable earnings shall be increased by six percent (6%) over the teacher's TRS creditable earnings for the prior year of employment. TRS creditable earnings include but are not limited

- Vertical and horizontal salary schedule movement
- Stipends
- Salary increases
- Extra-duty stipends
- Retirement incentives

NOTE: In the event the General Assembly enacts legislation and/or the Teacher Retirement System adopts rules and regulations which exclude any of the foregoing from TRS creditable earnings, the exempt earnings will not be counted in the retirement/severance payment calculations.

Example: The teacher's prior year TRS creditable earnings were \$40,000.00. The teacher's final year TRS creditable earnings will be \$42,400 (i.e.  $\$40,000 \times 1.06 = \$42,400.00$ ).

In addition, the teacher shall receive a severance payment due and payable thirty (30) days after receipt of his/her final regular paycheck or last day of work, whichever is later. This payment shall not be reported as creditable earnings to TRS. Nothing in this provision shall be construed to mean that any such severance payment shall be in any way due or payable until after the teacher's receipt of his/her final paycheck and after his/her last day of work.

This severance payment shall be calculated on an individual basis at the time of the teacher's retirement. The severance payment will be equal to the teacher's total TRS creditable earnings one (1) year prior to the year of retirement times twenty percent (20%) minus the teacher's total TRS creditable earnings in the final year of employment.

Example: The teacher's prior year TRS creditable earnings were \$40,000.00. The teacher's final year TRS creditable earnings were \$42,400.00 (i.e.  $\$40,000.00 \times 1.06 = \$42,400.00$ ). A twenty percent (20%) increase of the prior year's TRS creditable earnings would have resulted in creditable earnings of \$48,000.00 (i.e.  $\$40,000.00 \times 1.20 = \$48,000.00$ ). The severance payment is, therefore, the difference between \$48,000.00 and \$42,400.00, which is \$5,600.00.



### Two Year Plan

For the final two (2) years of employment, the teacher's TRS creditable earnings shall be increased each year by six percent (6%) over the teacher's TRS creditable earnings for the prior year of employment respectively.

Example: Teacher will retire on June 30, 2013. Teacher's TRS creditable earnings for the 2010-2011 school year were \$40,000.00. The teacher's TRS creditable earnings for the 2011-2012 school year will be \$42,400.00 (i.e.  $\$40,000 \times 1.06 = \$42,400.00$ ). The teacher's TRS creditable earnings for the 2012-2013 school year will be \$44,944.00 (i.e.  $\$42,400.00 \times 1.06 = \$44,944.00$ ).

In addition, the teacher shall receive a severance payment due and payable thirty (30) days after receipt of his/her final regular paycheck or last day of work, whichever is later. This payment shall not be reported as creditable earnings to TRS. Nothing in this provision shall be construed to mean that any such severance payment shall be in any way due or payable until after the teacher's receipt of his/her final paycheck and after his/her last day of work. This severance payment shall be calculated on an individual basis at the time of the teacher's retirement. The severance payment will be equal to twenty percent (20%) of the teacher's total TRS creditable earnings two (2) years prior to the teacher's year of retirement minus the teacher's cumulative TRS creditable earnings increases in the teacher's last two (2) years of employment.

Example: Teacher will retire on June 30, 2013. Teacher's TRS creditable earnings for the 2010-2011 school year were \$40,000.00. The teacher's TRS creditable earnings for the 2011-2012 school year will be \$42,400.00 (i.e.  $\$40,000.00 \times 1.06 = \$42,400.00$ ). The teacher's TRS creditable earnings for the 2012-2013 school year will be \$44,944.00 (i.e.  $\$42,400.00 \times 1.06 = \$44,944.00$ ). Therefore, over the final two (2) years of service the teacher received a total increase in TRS creditable earnings of \$4,944.00 (i.e.  $\$2,400.00 + \$2,544.00 = \$4,944.00$ ). Twenty percent (20%) of the teacher's TRS creditable earnings for the 2010-2011 school year would be \$8,000.00 (i.e.  $\$40,000.00 \times .20 = \$8,000.00$ ). The severance payment is, therefore, \$3,056.00 (i.e.  $\$8,000.00 - \$4,944.00 = \$3,056.00$ ).

### Three Year Plan

For the final three (3) years of employment, the teacher's TRS creditable earnings shall be increased each year by six percent (6%) over the teacher's TRS creditable earnings for the prior year of employment respectively.

Example: Teacher will retire on June 30, 2014. Teacher's TRS creditable earnings for the 2010-2011 school year were \$40,000.00. The teacher's TRS creditable earnings for the 2011-2012 school year will be \$42,400.00 (i.e.  $\$40,000 \times 1.06 = \$42,400.00$ ). The teacher's TRS creditable earnings for the 2012-2013 school year will be \$44,944.00 (i.e.  $\$42,400.00 \times 1.06 = \$44,944.00$ ). The teacher's TRS creditable earnings for the 2013-2014 school year will be \$47,640.00 (i.e.  $\$44,944.00 \times 1.06 = \$47,640.00$ ).

In addition, the teacher shall receive a severance payment due and payable thirty (30) days after receipt of his/her final regular paycheck or last day of work, whichever is later. This payment shall not be reported as creditable earnings to TRS. Nothing in this provision shall be construed to mean that any such severance payment shall be in any way due or payable until after the teacher's receipt of his/her final paycheck and after his/her last day of work.

This severance payment shall be calculated on an individual basis at the time of the teacher's retirement. The severance payment will be equal to twenty percent (20%) of the teacher's total TRS creditable earnings three (3) years prior to the teacher's year of retirement minus the teacher's cumulative TRS creditable earnings increases in the teacher's last three (3) years of employment.

Example: Teacher will retire on June 30, 2014. Teacher's TRS creditable earnings for the 2010-2011 school year were \$40,000.00. The teacher's TRS creditable earnings for the 2011-2012 school year will be \$42,400.00 (i.e.  $\$40,000.00 \times 1.06 = \$42,400.00$ ). The teacher's TRS creditable earnings for the 2012-2013 school year will be \$44,944.00 (i.e.  $\$42,400.00 \times 1.06 = \$44,944.00$ ). The teacher's TRS creditable earnings for the 2013-2014 school year will be \$47,640.00 (i.e.  $\$44,944.00 \times 1.06 = \$47,640.00$ ). Therefore, over the final three (3) years of service the teacher received a total increase in TRS creditable earnings of \$7,640.00 (i.e.  $\$2,400.00 + \$2,544.00 + \$2,696.00 = \$7,640.00$ ). Twenty percent (20%) of the teacher's TRS creditable earnings for the 2010-2011 school year would be \$8,000.00 (i.e.  $\$40,000.00 \times .20 = \$8,000.00$ ). The severance payment is, therefore, \$360.00 (i.e.  $\$8,000.00 - \$7,640.00 = \$360.00$ ).

To be eligible for these plans, a teacher must meet all of the following requirements:

1. At the time of actual retirement, the teacher must turn at least sixty (60) years of age during the calendar year; or must turn at least fifty-five (55) years of age during the calendar year with thirty-five (35) years of creditable service (which includes sick leave and optional service credit) with TRS;
2. The teacher must have ten (10) years of service with the District; and
3. The District will incur no Early Retirement Option (ERO) payment or other penalty to TRS as a result of the retirement of the teacher.

Once a teacher meets the threshold eligibility requirements as stated above, the teacher must retire by the close of the school year that he/she first gains eligibility. The teacher must submit his/her irrevocable letter of resignation/retirement to the Board by June 30<sup>th</sup> of the school year prior to his/her retirement for the one-year plan, by June 30<sup>th</sup> two (2) years prior to his/her retirement for the two-year plan, or by June 30<sup>th</sup> three (3) years prior to his/her retirement for the three-year plan. **A TEACHER WHO BECOMES ELIGIBLE CANNOT DEFER ELIGIBILITY TO A FUTURE DATE. ELIGIBILITY OCCURS ONLY ONCE.** Failure to retire at the close of the school year the teacher first gains eligibility will forever foreclose the teacher from the benefits of this Retirement Incentive provision for the remainder of the teacher's employment with the District.

Notwithstanding the deadline for retirement notification, the Board, in its sole discretion, may grant approval of a request for the retirement incentive plan submitted after June 30 of the year prior to retirement. The decision to approve or deny requests under this provision shall be final and not subject to the grievance procedure.

If a teacher has an extra duty obligation at the commencement of the retirement incentive program and ceases to perform those services during the retirement incentive program period, the calculation of the teacher's six percent (6%) increase shall be reduced by the amount of the extra duty compensation.

New Legislation – If, during the term of this Contract, any law is enacted or not re-enacted that results in a greater cost to the Board of a teacher to retire (including costs imposed by legislatively enacted or not re-enacted early retirement program) than the cost in effect as of the date of this Contract is entered into, then the provisions related to the retirement plan shall be suspended and the parties shall meet within thirty (30) days of the enactment of such law to negotiate a new retirement incentive provision.

Section M Limitation on Nonexempt Creditable TRS Compensation

When a teacher is five (5) or less years from eligibility for a TRS annuity, the teacher's nonexempt creditable TRS earnings from employment in the District, irrespective of form and no matter how arising, and whether or not arising under this collective bargaining agreement, shall not exceed the amount specified hereinafter:

No teacher's nonexempt creditable TRS earnings shall increase from one school year to the next by more than six percent (6%) or otherwise increase so as to create liability on the part of the District for any portion of a teacher's retirement annuity, or result in any District paid penalty or fee to TRS.

In the event of any legal action against the Association brought in a court or administrative agency involving the implementation of this Article, the Board agrees to defend such action, at its own expense and through its own counsel. The Board further agrees that in any action so defended, the Board will be solely responsible for any liability for damages and costs imposed by a final judgment of a court or administrative agency.

## ARTICLE IX

Section A Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties as arrived at through collective negotiations. The terms and conditions may be modified only through written mutual consent of the parties.

Section B Individual Contracts

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

Section C Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a body of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The deleted article, section, or clause shall be renegotiated upon demand of either party. The remaining articles, sections, and clauses shall remain in full force and effect.

Section D No Strike

The Association and each employee covered by this Agreement agree that

The Association and each employee covered by this Agreement agree that they will not, during the period Agreement, directly or indirectly, engage in or assist in a strike, slowdown, or other refusal to render full and complete services to the Board.

Section E Management Rights

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

Section F Egyptian Area Schools Employees Benefit Trust Representative

The District's representative to the Egyptian Area Schools Employee Benefit Trust shall be elected biennially on even numbered years from among district employees covered by the plan. The biennial election shall be conducted at the opening institute day by secret ballot from a list of those nominated by the membership. Should the elected representative be unable to complete his/her term, the Superintendent shall appoint a successor representative to fill the uncompleted term; or until the opening institute day of an odd numbered year, at which time the membership will elect a successor for a one year term. The

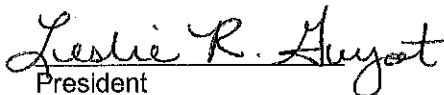
District will reimburse the representative mileage and other related expenses in accordance with present Board policy. It shall be the responsibility of the representative to provide a written report within five (5) working days following a trust meeting to the Superintendent and to each member of the plan of each meeting held by the Trust which is attended by the representative. This provision of this contract shall terminate on the date the District withdraws from the Trust; or, the Trust ceases to exist.


Section G Terms of Agreement

This agreement shall be effective August 15, 2017 and continue in effect until the first day of the 2020-2021 school year.

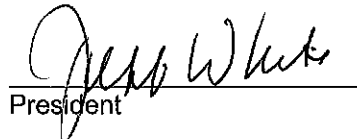
This Agreement is signed this 4<sup>th</sup> day of December, 2017.

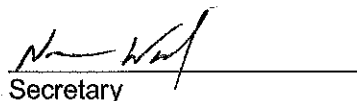
For the Sullivan Education Association  
-IEA-NEA

  
President

  
Secretary

For the Board of Education

  
President

  
Secretary