**2018 - 2020**

**NEGOTIATED AGREEMENT**

**ST. ELMO COMMUNITY UNIT DISTRICT #202**

**BETWEEN THE**

**BOARD OF EDUCATION**

**ST. ELMO COMMUNITY UNIT DISTRICT #202**

**AND**

**ST. ELMO EDUCATION ASSOCIATION**

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**ARTICLE I**

**RECOGNITION**

1.1 The Board of Education of St. Elmo Community Unit School District #202, in Fayette County, Illinois, hereinafter referred to as the Board, recognizes the St. Elmo Education Association, affiliated with the Illinois Education Association and the National Education Association, as the sole and exclusive bargaining agent for all certified contractual personnel except managerial, supervisory, and confidential employees excluded by the Illinois Educational Labor Relations Act.

1.2 The Board agrees not to enter into contract negotiation in regard to hours, wages and working conditions with any individual, group or organization of teachers covered by this agreement, other than its duly elected representatives, for the duration of this agreement. Nothing herein shall preclude individuals or other organizations from presenting their views and recommendations to the Board or Administrative staff at any time.

 \*Any full-time teacher employed by District #202 at the time of recognition, who was later reduced to less than full-time, would remain in the recognized bargaining association.

**ARTICLE II**

**NEGOTIATIONS PROCEDURES**

2.1 Within seven working days following May 1 of the last year of the agreement, the initial meeting shall be held. The ground rules shall be established at this meeting. The Association and Board shall determine a mutually agreed upon date within thirty days of the initial meeting to meet and exchange their initial total package.

2.2 It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this agreement declare impasse. Should (FMCS) be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Education Labor Relation Board shall be notified in writing.

**ARTICLE III**

**Grievance Procedure**

3.1 Definitions - A grievance shall be:

 3.1.1 Any written claim by the Association or any employee that there has been a violation, misrepresentation, misapplication of the terms of this agreement.

 The association shall have the right to present grievances when a class action involves two or more members of the bargaining unit.

 3.1.2 A grievance must be filed within 15 days of the occurrence of the event which gave rise to the grievance. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the grievance as rapidly as possible. All time limits consist of school days, except where noted or when a grievance is submitted fewer than 10 days before the close of the current school term, then time limits shall consist of all week days.

 3.2 Procedures - The parties hereto acknowledge that it is usually most desirable for an employee and the employee’s immediately involved supervisor to resolve problems through free and informal communication. If, however, the informal process fails to satisfy the employee or the association, a grievance may be processed as follows:

 3.2.1 Step I - The employee or the association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within 10 days after receipt of the grievance. The association’s representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within five days of the meeting, the grievant and the association shall be provided with the supervisor’s written response, including the reasons for the decision.

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

 3.2.3 Step III - If the grievance is not resolved at Step II, then it may be referred to the Board of Education within fifteen days after the receipt of the Step II answer. The Board of Education shall arrange with the association representative for a meeting to take place within ten days of the Board of Education’s receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five days of the meeting, the association shall be provided with the Board of Education’s written response, including the reasons for the decision. Any Step III grievance hearing conducted by the Board will be held during a special meeting by the Board within the time limits determined. The meeting will convene in open session and then enter into closed session as provided by Section XVIII of the Illinois Education Labor Act to hear the grievance. Any determination by the Board to refer a grievance directly to Step IV arbitration or any decision the Board reaches, if it hears a grievance, will be reported in written form within the time limits determined.

 3.2.4 Step IV - If the grievance is not satisfactorily resolved at Step III, the grievance may proceed to binding arbitration. The Associate may submit to the Superintendent a written request on behalf of the association and the grievant to enter into binding arbitration. If a demand for binding arbitration is not filed within thirty days of receipt of the step III decision, the grievance shall be deemed withdrawn.

 Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties from a roster of arbitrators provided by the American Arbitration Association. Within seven days after the association requests binding arbitration, the two parties will request The American Arbitration Association to provide a panel of arbitrators. The arbitrator will be selected in accordance with the Voluntary Labor Arbitration rules of the American Arbitration Association. Expenses for the arbitrator’s services shall be borne equally by the District and the association.

 The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. The arbitrator’s authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the district and the association, and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.

3.3 Bypass to Superintendent - If the association and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

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

3.5 Class Grievance - Class grievances involving two or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step II, provided that the grievance presented pertains to the same Article or Section of the agreement.

3.6 Board - Administration Cooperation - The Board and the Administration shall cooperate with the Association in the investigation of any grievance.

3.7 No Reprisals Clause - No reprisals shall be taken by the Board or the Administration against any employee because of the employee’s participation in a grievance.

3.8 Should the Arbitrator, during the investigation or processing of any grievance, require that an employee or an Association representative be released from their regular assignment, the employee or Association representative, shall be released without loss of pay or benefits.

3.9 Filing of Materials - All records related to a grievance shall be filed separately from the personnel files of the employees.

3.10 Grievance Withdrawal - A grievance may be withdrawn at any level without establishing precedent.

3.11 No Written Response - If no written response has been issued within the time limits indicated by a step, then the grievance will be moved to the next step. If grievant or association doesn’t meet time limit requirements, then the grievance will cease. Time limits may be extended by mutual agreement.

3.12 AAA Rules - At the mutual agreement of the parties, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

* 1. Cost of Arbitration - The fees and the expenses of the arbitrator shall be shared equally by the parties. The parties shall each be responsible for the costs of their own representation. If only one party requests the presence of a court reporter, that party shall bear the costs of the reporter. If only one party requests the postponement of an arbitration hearing, that party shall bear the costs of such postponement.

**ARTICLE IV**

**EMPLOYEE AND ASSOCIATION RIGHTS**

* 1. Fair Share – This language applies to all current employees of St. Elmo School District #202.
1. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
2. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
3. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
4. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
	1. The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
	2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence obtaining witnesses and making relevant information available at both trial and all appellate levels.
5. The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer’s non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board’s imperfect execution of the obligations imposed upon it by this Article.

1. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious view, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

4.2 The association shall have the following rights:

a. right to use the school mail system at the expense of the association

b. right to use the bulletin boards in the teacher’s lounges. No material may be posted

 without the written approval of the building principal. If any material

 posted is detrimental to any employee or the educational process, then the building principal

 may order such material removed.

c. right to use all existing payroll deductions

d. right to the use of a designated room of adequate size. Arrangements with Building Administrators must be made in advance with no disruption of the normal school day. Any extra- ordinary expense incurred by the association through the use of school facilities will be its responsibility.

4.3 Authorized association representatives or delegates shall be granted leave to attend state or national association workshops, conferences, business meetings, or other sanctioned IEA/NEA activities:

a. The amount of leave taken shall not totally exceed five days per school year by all such authorized personnel. Also no one individual may exceed three days of authorized leave per school year. The association’s president shall provide a list to the Superintendent of eligible association members who will attend these meetings.

b. A written request for leave has been submitted to the Superintendent a minimum of five days in advance of the leave.

 c. The association reimburses the District the cost of a substitute with no deduction from salaries.

4.4 The president of the association shall be given, at the same time as the media is notified, written notice of all regular and special meetings of the Board, together with a copy of the agenda.

4.5 One copy of all Open Session Board minutes shall be made available to the president of the association within seven days after the Board has approved the minutes of the previous meeting. One copy of all media releases will be given to the president at the time of release.

4.6 Copies of the nonratified contract will be provided to each member of the Board and teacher’s negotiating teams. The master copy of the ratified contract will be provided to the Board and association team members to have sufficient copies made for each group. All copies will be duplicated in the presence of a teacher and Board team member.

4.7 There will be no discrimination towards members of the association’s negotiating team, association members, or association officers.

4.8 The Board shall place the association on the agenda of any regular Board meeting under new business provided the association notifies the Board five working days in advance and state the purpose for addressing the Board. Also, one spokesperson is to be appointed by the association and the presentation is to be limited to a maximum of ten minutes.

4.9 By the opening of school the Superintendent will supply a copy of the Board Policy Book to each building principal, one copy for the Association President and keep a copy available in the unit office for interested citizens. The copies will be updated for revisions by sending copies of the revisions to each policy holder at the same time the Board members receive their copies. The copies remain the property of the school district and are to be returned by employees at the end of the school year or at the termination of employment.

4.10 An employee shall be given written notice of any change in his/her assignment for the coming year no later than August 1 preceding the new school term. In the event that late changes in such assignments are made, the employee affected shall be notified promptly.

4.11 Application for Waiver of School Code: The Board of Education shall notify the Association President in writing at least 30 days prior to the days the Board shall consider a waiver application of the School Code. The notice shall include the substance of the waiver application.

**ARTICLE V**

**EMPLOYEE EVALUATION AND PERSONNEL FILES**

Our purpose in Article V is to promote quality education and secure fairness for all parties involved in the educational process.

5.1 Probationary teacher evaluation - each probationary teacher shall be evaluated at least twice during each probationary year. These evaluations shall be in writing.

5.2 Tenured teacher evaluation - each tenured teacher shall be evaluated at least once every two years. These evaluations shall be in writing.

5.3 Notification - Before any formal evaluation takes place, the administrator shall acquaint each teacher with the teacher evaluation procedures and instruments. The teacher shall be notified of an impending evaluation at least one working day prior to the first evaluation.

5.4 Electronic devices - Electronic devices may be used in teacher evaluation, such as iPads and laptops for purposes of evaluating and reflecting on best practices without use of audio or video recording with the exception of PERA reflection documentation as stated on the 2016-2017 evaluation (PERA Committee approved) instrument. (See evaluation instrument Domain IV-item 4E).

5.5 Evaluator - Teachers shall be evaluated by school district administrators.

5.6 Written document - District administrators shall evaluate each teacher formally in writing.

5.7 Observation - Each formal written evaluation shall be preceded by at least one classroom observation of at least twenty consecutive minutes of a class period.

5.8 A copy of each formal written evaluation shall be given to the teacher upon request, and a conference shall be held between the teacher and the administrator within ten working days following the classroom observation.

5.9 Teacher’s written response - The evaluated teacher has the right to respond, in writing, to the evaluation with copies of the teacher’s response being presented to the evaluator and the Superintendent. This response must be written and presented to the evaluator within ten working days after the conference. The teacher’s written response should be attached to the evaluation if requested by the teacher. These will both be placed in the personnel file.

5.10 In the event a formal evaluation requires school board action and a teacher has requested responses be attached to formal evaluations, then all formal evaluations and responses must be reviewed by the School Board.

5.11 Right to review personnel file - A file of all materials related to an employee shall exist at the unit office. Each employee shall have the right to review his file while in the presence of the Superintendent or his designate. The Superintendent shall be given prior notice. All evaluations shall be signed by the teacher prior to being placed in the personnel file. The signature does not indicate agreement with the content of the materials. The employee may not remove any materials from the premises of the unit office.

* 1. Reasonable cause - Demotion, discipline, or suspension concerning curricular assignments with or without pay shall be for reasonable cause.

**ARTICLE VI**

**JOB SECURITY**

6.1 Section 24-12 of the Illinois School Code shall be the basis for staff reduction.

6.2 In the event the Board should decide it is necessary to reduce the number of tenured teaching employees in the district, the association will be notified of such reduction in staff in advance of any public announcement.

* 1. The Superintendent shall submit a seniority list of all tenured teachers to the association at the beginning of each school year. The association shall have thirty days to review and verify this list. If no response is received in the thirty days, the list will become official.

**ARTICLE VII**

**LEAVES OF ABSENCE**

7.1 In the event that a teacher reaches his/her maximum accumulation of 340 sick leave days, the teacher will thereafter draw from his/her allotment for that current year. Accurate records of any unused days shall be kept by the Unit Office.

* 1. Leave for personal illness - Full time teachers are to be granted sick leave privileges. Full time teaching staff will be granted (10) paid sick days at the start of the school year and an additional five (5) days on January 1 of the school year. Sick leave time can accumulate up to 340 days. Sick leave shall be interpreted to mean personal illness, quarantine at home, birth of a child, or serious illness in the immediate family or household. Note: Immediate family is interpreted to mean wife, husband, child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother or sister-in-law, son or daughter-in-law. The Board may require a physician’s certificate, or, if the treatment is by prayer or spiritual means, that of a spiritual practitioner of such person’s faith, as a basis for pay during leave after an absence of three days for personal illness, or as it may deem necessary in other cases.

Members of the bargaining unit may leave their assigned duties prior to the beginning or the end of the teacher work day for the purpose of going to a doctor/dental appointment. This leave shall be for personal use or for members of the immediate family as defined in Article 7.2 of the teachers contract and without affecting the accumulated sick leave. The leave shall be granted under the following conditions:

* No more than 4 times per year. Exceptions to this can be made in unusual circumstances.
* Leave shall not exceed 60 minutes prior to the beginning or the end of the teacher work day. Exceptions to this can be made in unusual circumstances.
* Must provide the administrator 24 hour notice, except for emergencies. The building principal shall make the necessary arrangements.
* Financial reimbursement shall be as per current contract language.

7.2.2 SICK LEAVE DONATION BANK

 1. The Board and the Association shall join in the establishment of a voluntary Sick Leave Donation Bank for tenured teachers.

2. The intent of this plan is to provide extended sick leave of up to twenty (20) days in a school year to those teachers participating in the Sick Leave Donation Bank who incur a personal period of prolonged illness or hospitalization due to a life threatening illness or injury and have exhausted all of their accumulated sick leave and personal leave.

 3. Teachers shall indicate their willingness to participate in the Bank on an appropriate form to be supplied by the Association and filed with the Board on or before September 20th.

 4. Each teacher wishing to participate in the Sick Leave Donation Bank shall contribute at least one (1) day so as to establish a sufficient number of sick leave days to establish an initial bank of at least (20) days. Thereafter, teachers who wish to continue participation in the bank shall contribute annually at least one (1) day. Any teacher who drops out of the Bank for any reason after participating for at least one year, shall contribute three (3) days to the Sick Leave Donation Bank in the year that they choose to reenter..

 5. Teachers who withdraw from the Bank for any reason shall not be allowed to withdraw days previously contributed.

 6. Application for Use of the Sick Leave Donation Bank will be considered if all of the following criteria are met:

 a. The Teacher shall submit a written application to the Sick Leave Bank Committee on a form provided by the Board requesting the use of up to a maximum of twenty (20) sick leave days. The application shall be accompanied by a letter from the teacher’s doctor identifying the nature of the illness or injury. Maternity leave will be excluded

 b. The Teacher shall have exhausted all of his/her personal leave and accumulated sick leave and been absent from employment for at least five (5) consecutive days without pay.

 c. The Teacher shall not have previously used the Sick Leave Donation Bank in the current school year.

 d. The Teacher may not be eligible for T.R.S. disability or any other type of disability.

 e. The Teacher is not on a paid or unpaid leave of absence.

7. The Sick Leave Donation Bank Committee shall be composed of the Superintendent, one member appointed by the Board, the Association President and one member of the bargaining unit appointed by the Association.

 8. The Sick Leave Donation Bank Committee will make a decision on the request for use of the Sick Leave and communicate that decision to the Teacher within five (5) school days of the submission. Decisions of the Committee shall be final and not subject to the grievance process.

 9. Persons withdrawing days from the Sick Leave Donation Bank will not be required to replace those days except as a regular contributing member.

 10. The superintendent shall report to the association the number of days currently in the sick leave bank, on or before August 31st.

7.2.3 Attendance Bonus: Any full time employee using zero personal illness days (whether used as sick or personal) shall receive a $150.00 bonus at the end of the first semester, and shall in January restart the opportunity to receive a $150 bonus at the end of the second semester.

7.3 Personal leave - Four days of accumulated sick leave may be granted to each teacher, with the Administrator’s approval, for personal leave of an emergency nature. All four days of personal leave shall be at no cost to the teacher. Emergency can also mean personal business that cannot be conducted at any time other than the school day.

 A personal leave of absence shall be requested at least three days in advance in writing other than emergency situations and cannot be the immediate day prior to or after a scheduled vacation or holiday or the first or last five student attendance days of the school year unless the Superintendent recognizes at his discretion a request for one day personal leave for non-reoccurring event such as a wedding or graduation of spouse, parent, child, grandchild, brother, or sister. Personal leave for emergency purposes may be granted at these times at the discretion of the Superintendent. All decisions of the Superintendent shall be final.

7.4.1 Maternity leave: (pregnancy - related disability) Leave of absence shall be requested in writing, subject to approval by the Board of Education and is leave without pay, following the use of accumulated sick leave, if requested by the teacher. The teacher will provide the Board a written doctor’s notice that as of a date the teacher will be unable to teach. The teachers’ physician shall be the determining factor as to the dates of the maternity leave.

* + 1. An estimated date at which time the teacher will be able to return to teaching is also requested. Should the doctor decide to change, this is acceptable.

7.4.3 The Board will grant sick leave for days the doctor determines the teacher is unable to perform teaching duties. The teachers’ doctor must submit a determination in writing to the Board of Education. An employee who returns from parental leave shall be reinstated to the employees’ former position or its equivalent.

7.4.4 Adoption procedure: A teacher may, upon request, use accumulated sick leave for adoption. If additional days beyond accumulated sick leave are needed, the teacher may use the Family Medical Leave Act.

7.5 By August 20th, the Superintendent will inform each teacher as to the amount of sick days which he/she has accumulated.

7.6 Bereavement leave: In addition to sick leave, each full-time teacher shall be allowed **up to** three days of absence per “death”, up to two (2) deaths per school year without loss of pay.

7.6.1 Any additional bereavement time taken shall be deducted from any accumulated sick leave. If no sick leave is available, the teacher shall have the cost of the substitute deducted from their pay.

7.7 Professional conferences: Each teacher may request up to three days non-accumulative leave with full pay and reasonable expenses to attend professional conferences, meetings, or workshops. The Board of Education will consider each request.

7.8 Jury duty: The Board recognizes the need for the participation of employees in the judicial system. Teachers who are absent for jury duty for two days will receive their regular salary. They will turn in their jury duty pay to help defray the cost of their substitute teacher.

7.9 LEAVES OF ABSENCE WITHOUT PAY. The Board may grant a leave of absence without pay to any teacher at his/her request. All requests shall be in writing. The request shall have the reason for the leave and the dates leaving and returning clearly stated for Board consideration.

 The following conditions shall apply to all one year leaves of absence unless otherwise indicated:

 A. Request for leave shall be in writing.

 B. Leaves shall be without pay.

 C. Salary increments shall not accrue during the leave.

 D. Sick leave days and other benefits shall not accrue during the leave.

 E. Tenure status, accumulated sick leave and placement on the salary schedule shall be retained for the duration of the leave.

 F. Requests shall be submitted to the Board for consideration by the regularly scheduled May Board meeting.

G. A teacher who has been allowed a leave of absence for the school year must notify the board by March 1st of that year of their intent to return to work for the upcoming school year.

**ARTICLE VIII**

**WORKING CONDITIONS**

8.1 SCHOOL CALENDAR

 Each school board shall annually prepare a calendar for the school term, specifying the opening and closing dates and providing a minimum term of at least 185 days to ensure 176 days of actual pupil attendance, computed under section 18-8 of the school code, provided that any days allowed by law for teachers’ institute but not used as such shall increase the actual days of pupil attendance by the number of days not so used; however, the board may not extend such term beyond such closing date unless such extension of term is necessary to provide such minimum number of computable days. The board may specify a closing date earlier than that set on the annual calendar when the schools of the district have provided the minimum number of computable days required.

8.2 The normal teaching load shall not exceed six (6) teaching hours at the elementary level, and eight (8) out of nine (9) periods at the high school and junior high school. Assignment to a supervised study period shall not be considered a teaching period, for the purpose of this Article; however, the teacher’s schedule shall not exceed thirty-five (35) hours of pupil contact weekly. No secondary teacher shall have more than six (6) different subject matter preparations. The secondary teacher may volunteer for extra subject matter preparations. Article 8.2 is suspended in the event of the adoption of the Energy Contingency Plan as outlined in Appendix C.

8.3 If a substitute teacher is not available, it may become necessary to assign a teacher a class or a portion of a class other than his/her own. If a teacher is assigned to teach a class during their preparation time, they cannot refuse the assignment, but will be compensated at $25 per period. This does not apply to study hall. Assignments will be made on a rotational basis of all teachers available within a given period. If it is possible for the teacher to have a prep period at another time during the day, there will be no compensation above his/her regular salary. In addition, compensation will be limited to 1 class period in any given day.

8.4 Class size - any class size that reaches 26 enrolled shall be brought to the attention of the board by Superintendent and the Association President in writing. This shall apply to grades K - 4. All final decisions on class size will be made by the Board.

8.5 The Board through the Superintendent and the Building Principals will notify in writing any changes in teaching assignments or regular supplemental assignments. Every reasonable effort will be made to provide all professional teaching employees with this information by the end of the current school year. In the event a change is made, every effort will be made to notify the teacher by August 1, unless an emergency arises. And if the change is not acceptable, the teacher will be permitted to request another assignment within two (2) weeks or resign in good standing, when a qualified replacement can be contracted.

8.6 Teachers leaving the school premises should be cleared with a building principal.

8.7 Teachers are considered to be on assignment from 8:00 a.m. until 3:45 p.m. A rotation schedule will be set by each building administrator to assign early duty supervision equitably throughout the school year to each staff member. If any staff member shall volunteer for early duty time, then the remaining duties will be distributed equitably among the remaining staff. The early duty time will be from 7:45 a.m. to 8:00 a.m. During the time of the teacher’s assigned early duty time, he/she will have a 3:30 p.m. exit time. Exceptions to the teacher day will be allowed for emergency and severe weather situations, with dismissal time to be determined by administration. Teachers may leave after the last student has departed on Fridays.

8.8 Regional representatives are not to pass out leaflets, notices, or conduct Association business during the teacher day. This includes local and regional representatives and applies to all buildings and hallways. Local Association business would be permissible during lunch hours, before and after the above mentioned teacher day.

8.9 VACANCIES AND TRANSFERS. The Superintendent shall have posted in each school building and shall deliver to the Association a notice of all vacancies as they occur. Any teacher presently on tenure or eligible for continuing contractual status in the coming school term may apply for transfer to another position for which the teacher is qualified if there is an existing vacancy. Such application shall be in writing to the Superintendent.

8.10 Teachers shall have the option to decline going on a SeniorClass trip provided the teacher finds another teacher employed by the district to fill the obligation, and must be approved by the board of education by the end of the first quarter of the trip year. All requests for release from senior trip duties shall be made in writing to the building principal by the end of the first quarter of the trip year with suitable replacement named in request.

* 1. Committee Participation

Participation on various committees shall be voluntary. It is understood that, from time to time

These committees may be scheduled to meet at times other than the normal working day.

* 1. Clarification of days: Unless specifically noted otherwise, all reference to “days” in the contract shall be interpreted to mean calendar days.
	2. Dress: Teachers shall dress professionally during the school day when students are present. Teachers assigned to physical education teaching and/or vocational teaching shall dress in a professional manner utilizing attire appropriate for that teaching area.
	3. The band teacher will be required to produce a performance (musical or drama) every other year.

8.15 Every teacher shall be expected to attend at least five extracurricular school events during the school year. This excludes parent/teacher conferences as there is time off in the school calendar to make up for the parent/teacher conference night. A list will be provided to building principals at the end of the year.

**ARTICLE IX**

**SALARY AND FRINGE BENEFITS**

9.1 All members of the bargaining unit covered by this Agreement shall be paid according to the salary schedule which will appear as Appendix A of this agreement. The salary amount shown on the schedule is gross salary with TRS and THIS to be deducted for the employee.

* + 1. All new employees will be placed on the salary schedule per the Illinois School Code Requirements.

9.2 Teachers shall have two (2) pay options:

A. Twenty (20) pay periods commencing the 15th of September and the 30th of September. Pay day will be on the same date each month following and should the pay date fall on a weekend or holiday, the paychecks will be prepared and available on the last day prior to that weekend or holiday.

1. Twenty-four (24) pay periods, the same conditions applying as in 9.2 A.
	* 1. Direct Deposit: It is agreed that the district work with staff on direct deposit. All preparations and approvals shall be made by the teacher.
	1. TRS - The Board shall deduct the legally required TRS amount from the salary set forth in Appendix A and send to TRS on behalf of the teacher. This payment will be used toward the teacher’s legally required retirement contribution and shall not be considered as gross income to the teachers in computing the teachers’ income tax liability.
		1. Teacher Health Insurance Security Fund Contribution (THIS) - The Board shall deduct the required THIS Contribution amount per employee out of the salary set forth in Appendix A and send towards the Teachers required payment into THIS.

9.4 Extra Curricular Assignments

9.4.1 Pay for extra-curricular assignments will be paid according to the pay schedule which will appear in Appendix B of this agreement. Payment choices may include 20 or 24 payments or a lump sum option at the conclusion of the assignment.

9.4.2 The Board will maintain its statutory requirements to increase or decrease supplemental assignments to meet the need of the student program.

9.4.3 The Board will not assign a new extra-curricular assignment to a teacher without the consent of the teacher. This does not apply to roster-schedule duties that are assigned on that basis to provide supervision of activities such as chaperones, ticket work, and class sponsorships.

Teacher requests to be released from a regular assignment of extra duties will be considered. The release will be granted if a qualified replacement can be located without adding to staff. If no replacement can be found, the teacher will be required to continue that assignment. At the end of that assignment, the teacher will be released from that duty if it is their desire.

9.5 Section 125 Plan According to the authority granted under Section 125 of the Internal Revenue Code, Employees who elect to participate in the District’s 125 Plan may do so by completing the appropriate forms provided by St. Elmo Community School District #202. The Board shall make medical insurance an available option for all teachers under the Section 125 Plan on a pre-tax basis.

The employee agrees to follow all the rules and regulations of the Internal Revenue Code regarding the sheltering of such contributions. Should the District’s Plan be declared illegal or any of the above be declared improper by an Internal Revenue Code ruling or opinion, that clause or portion thereof shall be deleted from the Plan or this agreement to the extent it violated the ruling or opinion.

The Board shall pay for the initial writing of the Section 125 Plan, any amendments to the plan to maintain the legal status of the plan, and the yearly maintenance fees. Any other fees shall be born by the individual employees who participate in the plan.

9.5.1 Benefits: The District shall establish a flexible benefits plan which shall include medical health insurance, an annuity option, and a cash option. The Plan shall be administered by the current Plan Administrator.

The St. Elmo Community Unit District #202 shall contribute $345 per month for the 2018-2020 school year towards the flexible benefits plan for each full time employee who chooses the annuity or cash option of the flexible benefits plan. Part time employees shall receive a prorated contribution.

The St. Elmo CUSD #202 will pay $550 per month year 1 and $575 year 2 towards the premium for any full time teacher choosing the medical insurance option of the 125K Plan. The district will pay an amount of $550 per month year 1 and $575 year 2 if an employee chooses a higher tier option towards that premium.

(If at any time during the duration of this collective bargaining agreement, a change in federal or state laws or regulations becomes effective which affects the cost or availability of any of the health insurance offered under this agreement, the parties agree to re-open the contract to renegotiate the affected provisions).

Prior to any change in coverage or carrier of the presently existing insurance, the Association will be allowed to make recommendations to the Board concerning these changes.

The choice of tax sheltered annuities shall be limited to those from a list of mutually agreed upon by the parties.

9.6.1 Professional Improvement - To encourage and promote professional growth, all District teachers are urged to complete additional educational training, with the goal being attainment of a minimum of four semester hours of credit every three years. For purposes of fulfilling this professional growth objectives, teachers may complete either graduate or under-graduate courses in their teaching field or in a related educational field.

9.6.2 The teacher salary schedule provides higher salaries for increased educational training and this serves as an incentive for teachers to work toward advanced degrees in their teaching field. Graduate hours accepted by an accredited university or college which could count toward an advanced degree in the teaching field, or coursework directed by the administration if not towards an advanced degree, of the individual employee may be counted toward horizontal advancement of the salary schedule.

* + 1. The Board will pay up to $100 per semester hour or actual cost if less for course or workshop;

up to 12 semester hours per year of approved and completed course work apply. In order for the courses to be eligible for reimbursement, courses will be in the teachers’ curricular area, for additional endorsements, ortowards a master’s degree in a teaching or curricular field. Courses leading towards a master’s degree in education administration or another educational field will be paid at $40 per semester hour. For reimbursement purposes, the teacher must obtain prior written approval of the Superintendent of Schools at least seven days prior to the starting date of the course. The individual must earn a grade of “A”, “B”, or “Pass”. Payment will be made in the next bill cycle following submission of the evidence of successful completion of the approved course. No teacher will be forced to move backwards on the schedule.

9.6.4 A teacher with a master’s degree or master’s plus and with 23 years experience or more in the St. Elmo CUSD #202 shall receive a 1.5% Bonus in addition to the salary designated in the salary schedule. A teacher moving in a given year to step 28 will not be eligible to receive the bonus. Thus, years 23, 24, 25, 26, 27, 29, and beyond will be eligible for the 1.5% bonus. At no time will this bonus reflect a salary increase of more than 3% over all for any teachers that are affected by the bonus.

* + 1. Teachers who achieve National Board Certification will receive a $500 one time stipend for completion of the program.

9.6.6 Recruitment Bonus: A recruitment (sign-on) bonus (not to exceed $1500) may be offered to a prospective teaching candidate for a “difficult-to-fill” position.

9.7 Other Economic Items

9.7.1 Retirement Bonus: The teachers who provide the district with an irrevocable letter of resignation or retirement, by August 1, effective in 3 years (with 30+ years in the St. Elmo School District) shall go off the salary schedule and shall receive a 3% salary increase over the previous year’s teaching salary for the first of the final three years, 3% over the previous year’s teaching salary for the 2nd of the final three years, and 3% over the previous year’s teaching salary for the final year. Likewise, teachers who provide the district with an irrevocable letter of resignation or retirement by August 1, effective in 2 years (with 20+ years in the St. Elmo School District) shall go off the salary schedule and shall receive a 2% salary increase over the previous year’s teaching salaryfor the final two (2) years. In no case will the employee’s creditable earnings exceed three percent (3%) of the previous year.

In addition, retiring teachers will be eligible to receive the following post-employment severance bonus:

If the teacher gives three years notice of resignation/retirement-5% of final year’s creditable earnings.

If the teacher gives two years notice of resignation/retirement-3% of final year’s creditable earnings.

Should legislation increase the amount of creditable earnings that can be paid during the final average salary years without triggering a lump sum Board paid TRS contribution (i.e. more than a 3% increase), then that new higher maximum amount will be paid as creditable earnings and any remaining balance will be paid as a post-employment severance bonus.

9.7.2 Senior Class Trip – The board will agree to pay each (2) sponsor a $50 per day stipend, up to three sponsors, prior to the trip. It will be up to the discretion of the administration if there is a need for a third sponsor depending on the number of students participating. If it is determined that a third sponsor is needed they will receive the $50 per day stipend.

9.7.3 After hour academic pay for school employees will be paid at $25 per hour. This includes pay for tutoring, summer school, and Driver’s Education.

9.7.4 Supplemental pay for School Employees (with exception of tournaments, which will be paid by tournament funds. Tournament amounts shall vary). Athletic duties at $10 per game for the following: Ticket sales, ticket taking, scoreboard/clock, announcing, and/or scorebook.

In the event that volunteers cannot be found to sell tickets for the 2015-2016 school year events, certified personnel will be given the list of event dates to be filled. If by September 15, 2015, all event dates are not filled, then each certified staff member not already signed up will be assigned one (1) date. It is the responsibility of the person who signed up for the event to find a replacement ticket taker if they are unable to fulfill their event requirement.

**ARTICLE X**

**EFFECT OF AGREEMENT**

10.1 Complete Understanding - The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. For the life of this Agreement the parties waive any obligation to bargain collectively with respect to any subject or matter that may or may not have been known to both parties at the time this Agreement was negotiated and that any bargaining will be limited to a Successor Agreement unless both parties agree to negotiate a modification to the Agreement. Any modification of the terms and conditions of the Agreement shall be with the written mutual consent of the parties.

10.2 Individual Contracts - Any individual contracts or employment agreements shall reflect the terms and conditions of this agreement.

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

10.4 No Strike - During the term of this agreement and any extension thereof, no employee covered by this agreement, nor the Association, nor any person acting on behalf of the Association shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the School district’s premises, any strike, slowdown or other refusal to render full and complete services regularly provided to the District, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District.

10.5 Board Authority and Management Rights - It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board. It is further understood and agreed that all functions, rights, powers or authority of the administration of the school district and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement nor shall this provision operate to deprive an employee and/or the Association of any constitutional, statutory or regulatory right or benefit.

10.6 Term of Agreement - This Agreement shall be effective September 1, 2018 and shall continue in effect until June 30, 2020.

This Agreement is signed this 19th day of July, 2018.

In Witness Thereof:

For the St. Elmo Education Association for the St. Elmo Board of Education

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 President President

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 Secretary Secretary

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| --- | --- | --- | --- | --- | --- | --- | --- |
|  |   |   |   |   |   |   |   |
|   | FY'18 Salary Schedule |  |  |  |   |
|   |   |   |   |   |   |   |   |
| 17-18 Step | BS | BS+8 | BS+16 | BS+24 | MS | MS+16 | MS+32 |
|   |   |   |   |   |   |   |   |
| 1 | 37371 | 38468 | 39586 | 40134 | 40707 | 41284 | 41858 |
| 2 | 38774 | 39314 | 40446 | 40991 | 41565 | 42142 | 42714 |
| 3 | 40217 | 40764 | 41310 | 41851 | 42506 | 43080 | 43656 |
| 4 | 41078 | 41626 | 42171 | 42714 | 43446 | 44022 | 44596 |
| 5 | 41939 | 42486 | 43030 | 43576 | 44387 | 44965 | 45537 |
| 6 | 42803 | 43349 | 43893 | 44438 | 45328 | 45903 | 46479 |
| 7 | 43665 | 44210 | 44753 | 45299 | 46267 | 46844 | 47419 |
| 8 | 44526 | 45072 | 45616 | 46160 | 47211 | 47786 | 48360 |
| 9 | 45387 | 45933 | 46479 | 47020 | 48151 | 48725 | 49299 |
| 10 | 46248 | 46795 | 47340 | 47883 | 49091 | 49668 | 50242 |
| 11 | 47109 | 47656 | 48199 | 48746 | 50030 | 50608 | 51179 |
| 12 | 47972 | 48518 | 49196 | 49607 | 50972 | 51548 | 52122 |
| 13 | 48833 | 49378 | 50193 | 50469 | 51914 | 52489 | 53063 |
| 14 | 49695 | 50401 | 51190 | 51458 | 53090 | 53648 | 54205 |
| 15 | 50555 | 52046 | 52391 | 52857 | 53685 | 55985 | 56251 |
| 16 | 50705 | 52951 | 53417 | 54003 | 55868 | 57841 | 58135 |
| 17 | 51733 | 55976 | 56272 | 56513 | 58497 | 59072 | 59647 |
| 18 | 52610 | 56825 | 57135 | 58219 | 59438 | 60015 | 60589 |
| 19 | 53785 | 57410 | 57674 | 59085 | 60413 | 61548 | 61896 |
| 20 | 55207 | 57994 | 58536 | 59942 | 61342 | 62837 | 63411 |
| 21 |   |   | 59399 | 60806 | 63201 | 63777 | 64349 |
| 22 |   |   |   |   | 64144 | 64719 | 65292 |
| 28 |   |   |   |   | 65081 | 65659 | 66234 |

**FY19 Salary Schedule**—2.75% increase over FY18 salary (based upon placement on FY18 Salary Schedule)

**FY20 Salary Schedule**—2.75% increase over FY19 salary (as determined by placement on FY18 Salary Schedule)

***\*\*At no time will creditable earnings reflect more than a 3% increase over the creditable earnings of the previous year.***

|  |  |  |  |
| --- | --- | --- | --- |
| **Appendix B 2018-2020** |  | Non Full-time Employees | Full Time Employees |
|  |  | of SECUSD #202 | of SECUSD #202 |
| **Base Salary Col. A** | **Col. B** | **Col. C $36,728** | **Col. D $37,371** |
| **Current Extracurricular Pay** | **% of total salary** | **2018/2019** | **2018/2019** |
| A.D. | 0.1200 | $4,407 | $4,485 |
| Agriculture Stipend | 0.1300 | $4,775 | $4,858 |
| Class Sponsor - Freshman | 0.0100 | $367 | $374 |
| Class Sponsor - Freshman | 0.0100 | $367 | $374 |
| Class Sponsor - Sophomore | 0.0100 | $367 | $374 |
| Class Sponsor - Sophomore | 0.0100 | $367 | $374 |
| Class Sponsor - Junior | 0.0130 | $477 | $486 |
| Class Sponsor - Junior | 0.0130 | $477 | $486 |
| Class Sponsor - Senior | 0.0150 | $551 | $561 |
| Class Sponsor - Senior | 0.0150 | $551 | $561 |
| Drama | 0.0100 | $367 | $374 |
| Extra Curricular Supervisor | 0.0495 | $1,818 | $1,850 |
| FCCLA | 0.0150 | $551 | $561 |
| HS Band  | 0.0518 | $1,903 | $1,936 |
| Honor Society | 0.0110 | $404 | $411 |
| Student Council | 0.0229 | $841 | $856 |
| Co-Yearbook | 0.0170 | $624 | $635 |
| Co-Yearbook  | 0.0170 | $624 | $635 |
| Varsity Basketball | 0.1256 | $4,613 | $4,694 |
| Varsity Basketball Asst. | 0.0788 | $2,894 | $2,945 |
| Varsity Basketball Asst. | 0.0788 | $2,894 | $2,945 |
| Varsity Cheerleading | 0.0439 | $1,612 | $1,641 |
| Varsity Softball | 0.0518 | $1,903 | $1,936 |
| Varsity Softball Asst. | 0.0199 | $731 | $744 |
| Varsity Volleyball | 0.0877 | $3,221 | $3,277 |
| Varsity Volleyball Asst. | 0.0469 | $1,723 | $1,753 |
| Varsity Volleyball Asst. | 0.0469 | $1,723 | $1,753 |
| JH Basketball | 0.0778 | $2,857 | $2,907 |
| JH Basketball Asst. | 0.0598 | $2,196 | $2,235 |
| JH Cheerleading | 0.0299 | $1,098 | $1,117 |
| JH Honor Society | 0.0110 | $404 | $411 |
| JH Softball | 0.0429 | $1,576 | $1,603 |
| JH Softball Asst | 0.0115 | $422 | $430 |
| JH Volleyball | 0.0588 | $2,160 | $2,197 |
| JH Volleyball Asst. | 0.0319 | $1,172 | $1,192 |
| Elementary Basketball | 0.0290 | $1,065 | $1,084 |
| Elementary Basketball Asst | 0.0250 | $918 | $934 |
| Elementary Cheerleading | 0.0140 | $514 | $523 |
| Elementary Student Council | 0.0220 | $808 | $822 |
|   |   | **$55,940** | **$57,331** |
| **Coop Positions/Brownstown** |  |   |   |
| Scholarbowl | 0.0389 | $1,429 |   |
| Scholarbowl Asst | 0.0329 | $1,208 |   |
| JH Scholarbowl | 0.0299 | $1,098 |   |
| HS Baseball | 0.0957 | $3,515 |   |
| HS Baseball Asst | 0.0399 | $1,465 |   |
| JH Baseball | 0.0429 | $1,576 |   |
| JH Baseball Asst | 0.0115 | $422 |   |
| HS Track | 0.0538 | $1,976 |   |
| JH Track | 0.0538 | $1,976 |   |

\*The board will agree to pay the following longevity scale towards extra-curricular staff:

3-5 years ½% raise; 6-9 years 1% raise; 10+ consecutive years 2% raise; (% increase is calculated from column D

on the salary schedule)

***\*\*At no time will creditable earnings reflect more than a 3% increase over the creditable earnings of the previous year.***