

AGREEMENT

FY2012, 2013, 2014

This Agreement is entered into by and between the Board of Education of Community Unit School District No. 1, Scott County, Illinois, (hereinafter the District) and the South Scott Federation of Teachers, affiliated with the Illinois Federation of Teachers and the American Federation of Teachers, AFL-CIO as Local 4140 (hereinafter the Union).

ARTICLE I Recognition

1.1 Recognition

The District hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time and part-time certified personnel, regularly employed teaching employees and nurses of the district except the Superintendent, principals, substitutes and teacher aides.

The District agrees not to negotiate with any teacher's organization other than the Union on any matter specifically covered by this Agreement.

ARTICLE II Negotiations Procedures

2.1 Bargaining

The Union and the District agree to bargain in good faith. "Good faith" shall mean that the parties shall confer at reasonable times and at reasonable places. The District shall not discriminate against any teacher with respect to their right to join the Union.

2.2 No Strike

During the term of this Agreement and any extension thereof, no employee covered by this Agreement, nor the Union, nor any person acting on behalf of the Union shall ever or at any time engage in any recognition of any picket line at the School District's premises, or any strike.

In the event of any violation or violations of any provision of this Article by the Union, its members or representatives or by any employee, the Union shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and take every other reasonable effort to end any violations.

ARTICLE IIB

Fair Share

The percentage of all employees who are eligible to become members of the Union who voluntarily join as members shall be evaluated as of October 1st of each year of this contract to determine whether the Union has attained and maintained ninety percent (90%) voluntary membership in the Union. If the Union can demonstrate at least ninety percent (90%) voluntary membership in the Union on October 1st, of any year of this contract, fair share will be implemented for the one ensuing calendar year (i.e. October 1 - September 30). If the Union is unable to demonstrate at least ninety percent (90%) voluntary membership in the Union on October 1st, fair share will not be implemented for the one ensuing calendar year (i.e. October 1st - September 30th). If fair share is implemented in any year, such implementation shall be subject to the following conditions:

A. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties as a teacher or October 15th of the year in which fair share is to be implemented, whichever is later, shall join the Union or pay a fair share fee through payroll deduction to the Union equivalent to the amount of dues uniformly required of members of the Union, including local, state and national dues.

B. In the event of any legal action brought against the Board in court or administrative agency because of its compliance with this Article, the Union shall defend, indemnify, and hold harmless the Board, its members, officers, and agents from any liability for such damages, attorney's fees, and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article, or its reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under or pursuant to this Article.

C. If any non-member employee objects to the payment of fair share fees, he/she may appeal as provided by the IELRA and the regulations adopted by the Illinois Educational Labor Relations Board.

ARTICLE III

Employee Rights

3.1 Union Communications

The Union shall not be denied the reasonable use of each union member's mail box and one bulletin board per attendance center as designated by the attendance center principal.

3.2 Personnel File

All certified employees covered by this Agreement shall have the right to inspect his or her own personnel files with the exception of pre-employment recommendations within two (2) working days after presenting a written request for inspection. A copy of all materials placed in the file shall be provided to the employees within thirty (30) working days of being placed in the file. The employee has a right to attach a response to any materials in his or her file.

3.3 Posting of Vacancies

A notice of all teaching vacancies for certified personnel shall be posted in all attendance centers during the school year. **During the summer, notices shall be sent via e-mail to all certified staff and posted on the district web site.**

3.4 Notification of Assignment

Teachers shall be notified in writing of their intended teaching assignments not less than thirty (30) days prior to the start of the school term when assignments are different from the preceding terms except where the administration of the District determines that an emergency, a retirement or resignation, vacancy, or other circumstance makes a change in assignment suitable.

3.45 Pay Schedule

During the summer months (June, July, August) teachers will be asked to indicate if they desire to have their checks/**direct deposit slips** mailed to them. Those so indicating will have their checks/**direct deposit slips** mailed to them on the day prior to the official payday.

3.455 Extra Duty Stipend

An employee may elect to receive any extra duty stipend provided in this agreement in the following ways; such payment shall be made in June, or in the next paycheck following the end of the season, or monthly in each check. The last payment will be held until all equipment is returned and all stipend responsibilities are fulfilled. Notice of such election shall be made in writing for the school year by the first day of the school year.

(Approved *Stipend Request Form* attached)

3.4555 Coaching Positions

Any in-district employees submitting a written request to fill an open coaching position will be given consideration for the position before any non-district employee. Employees being considered for the coaching position will be interviewed, and the employee deemed by the administration to have the best knowledge and experience in the area of the coaching position will be chosen for the position. **If the administration determines that a non-district employee is more qualified than the in-district employee**, the non-district employee will be considered for the coaching position.

A non-district employee holding a position as a coach or an extracurricular activity sponsor cannot be bumped by a district employee unless deemed appropriate by the administration and the school board.

The head coach of any extracurricular activity will be involved in the selection process for assistant coaching positions in their activity.

3.456 Unfilled Coaching Assistant

If no qualified assistant coach is available, as determined by a consensus from the head coach, principal and superintendent, the head coach shall receive his/her stipend as well as 50% of the assistant coach's stipend.

3.457 Extra Class Load

If a high school teacher agrees to teach beyond a six-period day, the teacher shall receive 12.5% of his/her salary. Such assignment shall be in the teacher's area of certification.

Any teacher asked by the administration to teach an independent study will be paid \$500 per course, per semester, up to two (2) students.

3.4575 Advisory Period

In order to comply with state law regarding *Response to Intervention (Rtl)*, high school teachers will supervise an advisory period each day. The advisory period will be implemented as long as Rtl is state mandated and the advisory period is deemed sufficient. An Advisory Committee, consisting of the superintendent, administrator, guidance counselor and three (3) teachers – with at least one (1) being an Rtl supervisor – shall meet at mutually agreed times and places twice a year to discuss matters of mutual interest.

3.458 Additional Driving Hours

The high school administrator may determine the need for driving hours outside the normal school day to accommodate the needs of an individual student. Driving hours outside the normal work day will be compensated at the rate of **twenty dollars (\$20.00)** per hour.

3.5 Annual Assigned Positions

The administration may assign members of the teaching staff to positions based on district needs and certification. Any change in teaching position, except for changes in specific course assignment, will be discussed with the employee to be reassigned.

An employee may submit a written request for a voluntary transfer to any posted position for which he/she is qualified. The written request for voluntary transfer must be made prior to the deadline of the posting. The administration will make the decision whether or not to grant the voluntary transfer. A voluntary transfer may take place during the school year at a time mutually agreeable to the teacher and administration.

The administration has the right to transfer an employee to another position for which the employee is qualified. This involuntary transfer will be discussed with the employee prior to a final decision being made. The employee shall be notified in writing of the transfer and the date the transfer will occur.

Teachers being transferred to a different position the next school year shall be notified in writing by June 30th preceding the new school year except in an emergency situation.

The district has the right to transfer an employee at any time due to an emergency, including but not limited to; a retirement, resignation, vacancy, or other circumstances which makes a change in assignment suitable. The district will exercise this right only when all other options are exhausted.

3.6 Reduction in Force

The impact of Senate Bill 7 (SB7) will require additional discussion of these items referring to new and vacant positions and seniority. The District and the Union both agree to work collaboratively on language which complies with the new requirements of SB7, and will accomplish such at a mutually agreeable time when more definitive information on SB7 is available.

In the event of a decision to decrease the number of teachers employed due to reduction in force, non-tenure teachers shall be dismissed before removal of any tenure teachers who are legally qualified to hold the remaining positions. Tenured teachers who are dismissed due to a reduction in force shall receive notices of honorable dismissal.

Where two or more teachers on contractual continued service are to be dismissed who are legally qualified to hold a position and are judged by the most recent evaluation to be performing satisfactorily, then seniority in the District will determine the order of dismissal.

If seniority in the District produces a tie, then the beginning date of employment shall determine the order of dismissal. If a conflict still exists, the teacher with the greater number of graduate credit hours countable for advancement on the teacher salary schedule shall be deemed to have the greater seniority.

Annually, the district shall post in each building a list of teachers on contractual continued service showing the length of full-time continuous service of each. Part-time teachers on contractual continued service shall receive pro rated credit for such part-time service.

Honorably dismissed tenured teachers shall be given rights of recall in that such teachers shall be offered vacant positions which become available within 12 months from the beginning of the following school term in order of seniority insofar as they are legally qualified to hold such positions.

3.7 Extra Curricular Duties

No teacher shall be required to perform supervisory duties for student lunch room nor shall any teacher be required to perform supervisory duties for student play or recess periods associated with and immediately after the student lunch period except on a voluntary basis.

Any teacher willing to do supervisory duties for student lunch room or student play or recess period associated with and immediately before or after the student lunch period shall be compensated at a rate of **eighteen (\$18.00) per lunch period or recess** with prior approval by the building administrator.

3.8 Early Release Time

An early release day will be provided at the end of **all four** grading periods to allow teachers to finalize their record keeping. **At the end of the second grading period the last two (2) days will be early release with the first day to allow for grading and the second to allow for the beginning of winter break. There will also be two (2) early release days at the end of the fourth grading period to allow for grading and end of school responsibilities.**

3.9 Early Dismissal

School shall be dismissed after five clock hours of class (or the mandated amount of class time) prior to the following holidays: Thanksgiving, Christmas, and Spring Break

3.10 Consultation Committee

In order to promote the free flow of information between staff and the Board, the South Scott Federation of Teachers and the Board agree to establish a Consultation Committee composed of three members of the Union and two (of seven) members of the Board of Education along with the Superintendent. The Consultation Committee shall meet at mutually agreed times and places **two times** per year, if necessary, to discuss matters of mutual interest.

3.11 Release Time

Teachers shall be released during regular class time to work on the development of curriculum and/or other criteria, e.g. ISAT. Teachers shall be notified at the first curriculum planning meeting of the tentative date on which material is to be completed.

3.12 Calendar Committee

A committee of **six (6)** persons, **four (4)** appointed by the Union and two (2) persons from the District, shall meet annually to develop a recommendation for the following year's school calendar. This recommendation shall be made to the Superintendent no later than **April 1st**, who will make a recommendation to the Board for adoption.

3.14 Mentoring

Teachers with five (5) or more years experience in the District who have applied for and passed the qualifications will be assigned a non-tenured teacher and will be paid a stipend each semester, contingent upon the ISBE funding a mentoring program. **Teachers will receive CPDUs from participating in the mentoring program through our school district.**

3.15 Teacher Workday/Prep Time

The regular teacher workday shall be deemed to be from 8:00 AM to 3:35 PM during which all teachers must be in attendance. With prior approval of the superintendent, a teacher's workday may be altered due to the performance of other district duties as deemed appropriate. These duties may include, but are not limited to, duties for extracurricular activities and/or providing services related to the operation of the district.

ARTICLE IV
Grievance

4.1 Scope

A grievance shall be defined as a claim by a member of the Union or by the Union of any violation of a provision of this Agreement.

4.2 Stage One, Informal Discussion

The teacher shall attempt to resolve the potential grievance in an informal discussion with his/her attendance center principal within ten (10) school days from the time the employee became aware of the occurrence of the first event giving rise to the alleged violation of this Agreement. The attendance center principal shall respond orally within ten (10) school days of the informal discussion.

4.3 Stage Two, Written Statement to Principal

If the grievance cannot be resolved at Stage One, the employee shall file a written statement of the grievance with his/her attendance center principal. Such written statement of grievance shall be filed within ten (10) school days from the receipt of the oral response of the attendance center principal and shall contain a statement of the factual basis of the grievance and the section or sections of the Agreement which are alleged to have been violated. The attendance center principal shall respond in writing within ten (10) school days of receipt of the written grievance.

4.4 Stage Three, Appeal to Superintendent

If the grievance is not resolved at Stage Two, the employee may appeal the decision of the attendance center principal in writing to the District Superintendent within ten (10) school days of receipt of the written decision of the attendance center principal. Upon receipt of such appeal, the Superintendent shall schedule within ten (10) school days a conference with the grieving employee and Union representative and shall within ten (10) school days of such conference, respond in writing.

4.5 Stage Four, Binding Arbitration

If the grievance is not satisfactorily resolved at Stage Three, the Union shall submit to the Superintendent within twenty (20) school days of receipt of the answer in Stage Three a written request on behalf of the grievant to enter into binding arbitration.

Arbitration proceedings shall go forth before an arbitrator agreed upon by the parties and chosen from the panels of the American Arbitration Association.

The arbitrator's decision shall be binding on all parties. The arbitrator shall not amend or modify any of the provisions of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Union and shall be based solely on the wording of this Agreement. The arbitrator shall be limited to directing the parties to comply with the terms of this Agreement.

ARTICLE V
Leaves

5.1 Sick Leave

All full-time regularly employed certified employees covered by the agreement shall receive ten (10) days sick leave per year with unlimited accumulation. All part-time certified employees shall be granted sick leave which shall be prorated to reflect the hours per day and the days per school term actually worked.

All employees with at least seventy (70) accumulated sick leave days shall be able to use one (1) sick leave day per year as additional personal days (in addition to the personal leave stipulated in Section 5.3 below).

Upon retirement from the district, any teacher who has a minimum of twenty (20) years of total teaching service in the Community Unit School District No. 1 shall receive compensation at a rate of \$60 per day for the number of accrued sick leave days in excess of three hundred forty (340) days.

5.2 Emergency Leaves

Each teacher may request up to two (2) emergency days per year for emergency use as defined by the building administrator. Such requests shall be considered on a case by case basis and granted or denied by the building principal in accordance with his determination of the best interest of the District. Grant or denial of such request shall not constitute a precedent for the grants or denials of any future requests.

5.3 Personal Leave

All full-time regularly employed certified employees covered by this Agreement shall receive two (2) personal days per year without restriction as to purpose. No such day shall be granted at the beginning (being noted as the first student attendance day) or end of a term. It will be the teacher's responsibility to get the missed materials presented at the beginning of the school term. No more than four (4) teachers may be absent from the district on any one (1) day. Teachers shall notify the principal of their intent to take such day at least forty-eight (48) hours prior to use. Unused personal leave shall be added to the teacher's accumulated sick leave.

5.4 Maternity Leave

Each teacher shall be entitled to use her accumulated sick leave and/or personal leave for temporary disability due to pregnancy or pregnancy related disability. In the event the teacher has exhausted her leave, the teacher shall be granted a non-paid leave of absence for such remaining time as the teacher is temporarily disabled due to pregnancy or pregnancy related causes, not to exceed the remainder of the school year. The teacher's disability may be confirmed by a physician appointed by the District and paid by the District.

5.5 Bereavement Leave

Each teacher shall be granted three (3) days of bereavement leave per occurrence for the purpose of attending the funeral of a member of their immediate family which is defined as an employee's spouse, employee's parent or guardian, spouse's parent, child, stepchild, brother or sister, grandchild, employee's grandparent, **or, after providing legal documentation, any person for whom the employee has the power of attorney.** Use of bereavement days under this paragraph shall not result in a reduction in sick leave.

Each teacher shall be granted three (3) days of bereavement leave per occurrence for the purpose of attending the funeral of a member of their extended family which is defined as an employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law or grandparents-in-law. Use of bereavement days under this paragraph shall result in a reduction in sick leave.

Each teacher shall be granted one (1) day of leave per occurrence, for the purpose of attending the funeral of the employee's aunt, uncle or cousin, employee's spouse's aunt, uncle or cousin. Use of such days under this paragraph shall result in a reduction in sick leave.

ARTICLE VI Additional Benefits

6.1 Insurance Benefits

The district shall pay 75% of the per month cost of the employee's group hospitalization and major medical policy for each full-time certified employee.

There shall be established an Advisory Insurance Committee consisting of three members appointed by the Board, which may include Board Members; and three members appointed by the Union President. The Committee shall meet no less than three (3) times each year to review the insurance plan, and each time the Board seeks to re-bid or change the insurance plan or carrier. The committee shall seek to assure that participants in the plan receive maximum benefit for each dollar expended. Notwithstanding anything to the contrary, the committee shall be advisory only, and the Board shall have the right to change insurance benefits or the carrier at its discretion.

Substitution of Life Insurance for Health Insurance will be allowed, not to exceed \$125.00 per month which is a fixed figure for the Life Plan.

6.2 Travel Reimbursement

1. Staff members who are directed to use their own vehicles as a part of their assigned duties will be paid the actual necessary mileage driven as determined by the Superintendent at the **current IRS mileage rate from July 1st of the current year.**
2. District travel allowances will be paid in December and June.

3. Staff members who request to travel out of the district to attend conferences will be reimbursed at the following rates:

- Lodging- **\$95.00** maximum per night (use actual cost if less than 95.00)
- Meals- per receipts, not to exceed \$35.00
- Mileage- **current IRS mileage rate** to the driver only
- Registration Fee - **\$200.00** (maximum paid by district)

4. When required by the district to attend conferences and/or meetings; the District will pay the following per diem:

- Lodging - standard single or double occupancy rates
- Meals - per receipts not to exceed \$35.00
- Mileage - **current IRS mileage rate** to the driver only
- Registration Fee - paid in full per teacher

6.21 Workshops

The Board shall agree to provide all teachers the opportunity to attend one workshop/conference per school year. The cost shall be limited to the provisions as agreed to in Section 6.2 (Travel Reimbursement). The building administrators shall determine the appropriateness of the workshop / conference to the teacher's current assignment, and the time(s) from when teachers may take professional leave days.

The board shall agree to provide all teachers the opportunity to attend a second workshop/conference per school year provided the workshop/conference is a maximum of two (2) school days. All cost will be the responsibility of the teacher except for the cost of a substitute teacher.

6.3 Planning Period Substitution

The Board shall pay **\$18.00** per class **period** to regularly employed teachers who are assigned to substitute in another teacher's class or detention/suspension duty during their planning period in the course of any school day.

When any teacher substitutes for art, music, library, PE, social skills or any other class for any other teacher, he/she shall be compensated at **\$18.00** per class **period**.

6.31 Reimbursement

The Board shall pay each teacher **\$20.00** per hour for any time spent at staffings, Saturday detention, or Homework Enhancement Program after normal scheduled school day if approved by the building principal.

6.4 Sick Leave Bank

- I. The Board and the Association agree that the sick leave bank, as provided by the Sick Leave Bank Act, shall continue throughout the term of this agreement.
 - A. Every school year each teacher newly employed by the district may volunteer to donate one (1) sick day to the sick leave bank. A new teacher who donates a day to the sick leave bank within the first ten days of the school year shall be considered a participating member of the sick leave bank in the same manner as those who contributed in previous years.
 - B. Previously employed teachers may become a participating member during the first ten days of any school year. However, they will not be eligible to apply for any days from the bank until two full school years have elapsed from the date they donated.
 - C. The total number of days to accumulate in the sick leave bank will not exceed one hundred (100) days with the exception of days donated by newly participating teachers causing the accumulated total of days to exceed one hundred (100) days in the sick leave bank. A participating teacher may donate additional days to the sick leave bank anytime the total number of days drops below one hundred (100) days provided that the teacher retains at least ten (10) sick days in his or her own account. Any sick leave bank days not used during one school year shall be accumulated in the sick leave bank to be available for use in successive school years.
- II. Any teacher currently employed by the district who is a participating member of the sick leave bank shall be eligible to request sick days from the sick leave bank provided that:
 - A. The employee has used all his or her accumulated sick days, personal days and emergency days.
 - B. A medical condition or injury of an employee or family member as certified by a physician that requires an employee's absence from work for a prolonged period of time. Banked sick leave days will not be granted for elective surgery, maternity leave, nor during any period an employee is receiving disability benefits from social security, retirement, worker's compensation or any other source.
 - C. The committee (governing body) approved the request.
- III. A committee will be established to act as the governing body for the administration of the sick leave bank.
 - A. This committee shall have six voting members, consisting of five employees named by the Association; three from grades Pre-K thru 8 and two from grades 9 thru 12, as well as the district superintendent. The building administrator from the building in which the employee is assigned for the majority of the work day and the Association president and the treasurer will be ex-officio members..

- B. The committee must reach a 2/3 majority of voting members for the request to be granted. The committee will determine the number of days to be granted from the sick leave bank, but in no event shall the sick leave bank provide more than twenty (20) days to any one teacher in any school year. The number of sick leave days granted may never exceed the number of days in the sick leave bank. If sick leave days are granted but not used by the employee, the unused portion of the granted sick days is returned to the sick leave bank.

IV. Miscellaneous items are included to protect the sick leave bank.

- A. An employee who cancels his or her participation in the sick leave bank while still employed by the district shall not be eligible to withdraw the sick leave time he or she has contributed to the sick leave bank.
- B. Upon leaving the district for other employment, termination of employment or retirement from the district an employee shall not be eligible to withdraw the sick leave time he or she has contributed to the sick leave bank.
- C. An employee nor the employee's estate shall be entitled to payment for unused sick leave acquired from the sick leave bank.
- D. Reports on the status of the sick leave bank, including the number of days available in the sick leave bank, will be provided to the Association by the sick leave bank committee at least once during every school year.

6.5 Tuition Reimbursement

The district will pay 100% of the tuition for any teacher completing a Master's Degree at an accredited college or university which has been approved in writing by the Superintendent to relate to their area of teaching assignment in the district. Written approval of a Master's Degree program shall be binding upon the district and shall be countersigned by the teacher. Progress on the salary schedule of the district shall be allowed for successful completion of course work in an approved Master's Degree program. Upon completion of the Master's Degree program, an official transcript verifying successful completion of the Master's degree program and tuition bills shall be submitted to the district office by September 1st. Reimbursement will be made over a period of three years at a rate of one third (1/3) of the tuition amount submitted to the district office. The first payment will be in May of the year following submittal of information, as outlined in this section of the Agreement, with payments the next two successive years. The teacher needs to submit a request for payment by May 1st of each year of the payment.

Should a teacher not be employed in the district for any reason during the three year period this payment schedule will cease.

If the master's degree is in Educational Leadership or in an "educationally related" area the reimbursement will be over a five (5) year period. One fifth (1/5) of the tuition will be reimbursed each year after successful completion of the master's program. Should a

teacher not be employed in the district for any reason during the five year period this payment schedule will cease. Deadlines and paper work as outline in the first paragraph of this section will apply.

Teachers enrolled in an Educational Leadership master's program under the previous contract (CBA) will be "grandfathered" in and allowed to seek tuition reimbursement .

(Approved Master's Reimbursement Contract attached)

6.55 Salary Schedule Placement

Credit for additional coursework will be given only for graduate level classes beyond a Bachelor's or Master's degree from an accredited college or university. Additional undergraduate hours will not qualify for horizontal salary schedule advancement.

Upon completion of graduate level classes, the employee's salary may be pro-rated according to the salary schedule at two (2) different times during the fiscal year. However, proof must be submitted by September 1st and March 1st in order for the employee to be moved horizontally on the salary schedule.

6.56 Teacher's Retirement System

Throughout the term of this contract, the Board agrees to pay the full teacher contribution to TRS based upon the **current** fiscal year assessment rate.

6.6 Retirement Option

A teacher submitting an irrevocable letter of resignation for retirement after twenty-five (25) actual years teaching in the district, qualifying under the Illinois Teacher's Retirement System, will be paid one of the following bonuses:

- a. An amount to be paid in the teacher's final year of employment equal to 106% of the teacher's salary, based on the teacher's placement on the salary schedule from the previous year, less all TRS creditable otherwise earned or to be earned by the teacher during the year of the bonus only in the event that the teacher submits the resignation by January 1st in the school year he/she plans to retire; or exception may be made due to emergency medical reasons authorized by a physician or loss of a spouse, in which case resignation must be submitted by May 1st in the school year he/she plans to retire.
- b. An amount to be paid in each of the teacher's final two years of employment equal to 106% of the teacher's salary based on the teacher's placement on the salary schedule from the previous year, less all TRS creditable otherwise earned or to be earned by the teacher during the year of the bonus, only in the event that the teacher submits the resignation by January 1st in the school year preceding the year he/she plans to retire.
- c. An amount to be paid in each of the teacher's final three years of employment equal to 106% of the teacher's salary based on the teacher's placement on the salary schedule from the previous year, less all TRS creditable otherwise earned or to be

earned by the teacher during the year of the bonus, only in the event that the teacher submits the resignation by January 1st in the school year which is two years preceding the year he/she plans to retire.

In the event the retirement options in paragraphs a, b or c are used, the district reserves the right to make adjustments in the stated percentage rates in order to guarantee TRS limits for salary increases which require district payment of penalties or charges to TRS are not exceeded by limitations as set by Public Act 94-0004 (SB27), or any change in Illinois legislation or the Illinois Teacher's Retirement System during the duration of this contract.

Any teacher who elected the retirement option prior to the effective date of this Agreement will remain under the terms of the previous Agreement.

6.7 Tuition Payment

In the event the Board, at its discretion and according to current district policy, allows a child of a non-resident employee to enroll as a tuition student, the Board may allow the employee to pay all or part of the tuition through payroll deduction. However, nothing shall restrict the right of the Board to require payment of tuition in advance or in accordance with any schedule of payment as the Board may determine.

ARTICLE VII Evaluation

7.1 Teacher Evaluation

The formal evaluation plan of the district shall incorporate the following procedures:

- A. An explanation and discussion of the evaluation process will take place at a scheduled faculty meeting before any evaluations are administered.
- B. Non-tenured teachers shall be evaluated in class at least twice every year.
- C. Tenured teachers shall be evaluated in class at least once every two years.
- D. Teachers shall receive a copy of any formal classroom written evaluation within ten (10) days following the observation. If a teacher requests a conference regarding the evaluation, the principal shall hold the conference within (10) school days of the request.
- E. If the teacher feels the formal evaluation of the classroom teaching performance was incomplete or inaccurate, the teacher may attach written objections to the evaluation form.
- F. If a teacher is deemed unsatisfactory or **needs improvement** according to the standards set forth in the evaluation form, a consulting teacher shall be selected to aid in the remediation process.

- G. The consulting teacher shall be selected from a roster submitted by the Union. If there are no teachers meeting the legal requirements to perform this duty, a consulting teacher shall be provided through the State Board of Education.
- H. If the consulting teacher is a member of the bargaining unit, that teacher shall receive an hourly rate of pay based on that individual's placement on the salary schedule for the number of hours spent on the task.
- I. In addition to the formal evaluation provided in the district evaluation plan there shall be at least one additional informal observation which shall be conducted as determined appropriate by the evaluator.

ARTICLE VIII
Technical Clauses

8.1 Duration

This Agreement shall become effective on the 1st day of July, 2011 and continue until the 30th day of June, 2014.

8.2 Individual Contracts

The terms and conditions of this Agreement shall be the terms and conditions of individual contracts of members of the bargaining unit.

8.3 Complete Understanding

This Agreement constitutes the full and complete understanding between the parties. All rights, powers and authority of the Board and/or its administrative staff not specifically limited by the language in this Agreement are retained by the Board. The Board, however, shall take no action which shall violate any of the specific provisions of this Agreement.

8.4 Waiver of Additional Bargaining

The parties acknowledge that during the course of negotiation which resulted in the Agreement, each have the right to make demands, proposals and counterproposals with respect to any matter not specifically excluded by law and that this Agreement has been arrived at following the full exercise of this right. It is therefore understood that neither party shall be obliged to bargain collectively with respect to any subject or matter referred to or covered by the Agreement or with regard to any subject or matter not referred to or covered by the Agreement during the term of this Agreement. This provision shall not operate to eliminate rights required and guaranteed to either party under statute.

8.5 Supersedes Prior Agreements

This Agreement supersedes and nullifies all previous written Agreements between the Board and the Union.

8.6 Validity

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, that part shall be deleted to the extent that it violates the law and the remaining articles, sections and clauses shall remain in effect.

This Agreement is signed and adopted this 27th day of September, 2011.

For the Union

For the Board of Education

Leevia Barnett, President

Steve Moore, President

Jill Kilver, Secretary

Norine Jefferson, Secretary

Candy Miller, Negotiating Rep.

Matt Hubbert, Negotiating Rep.

STIPEND REQUEST FORM

Date: _____

Employee: _____

Address: _____

Stipend Activity: _____

Stipend Amount: _____

Employee Signature: _____

Building Administrator Approval: _____ Date: _____

By signing this form, the building administrator acknowledges completion of the activity for which the stipend is paid - including all required paperwork and disposition of district property.

Superintendent Authorization: _____

for office use

MASTER'S REIMBURSEMENT CONTRACT

I, _____, have been accepted into the

Master's Program at _____.

My degree will be conferred in _____.

I have attached a listing of the coursework required to complete the degree program.

In accordance with the current contract, I am requesting that you acknowledge this degree to be within my subject area or an educationally related area, and I will be reimbursed the tuition upon the completion of this program after submission of an official transcript and tuition bills.

I also understand that reimbursement will be made at a rate of one-third each year over a three year period for a Master's in my subject area or at a rate of one-fifth over a five year period for a Master's in an educationally related area. Deadlines and further details are outlined in the current collective bargaining agreement between the District and the Union.

Teacher Signature

Advisor Signature

_____ Approved

_____ Denied

Reason for denial: _____

Date _____

Superintendent

Board President

Winchester Community Unit School District #1

Teachers Salary Schedule FY12

102.75%		YEAR	BA	BA/8 374	BA/16 374	BA/24 374	MA 999	MA/8 374
FY11								
0	28,900	0	29000	29374	29748	30122	31121	31495
1	29,633	1	29695	30069	30443	30817	31816	32190
2	30,382	2	30448	30822	31196	31570	32569	32943
3	31,377	3	31218	31592	31966	32340	33339	33713
4	32,168	4	32240	32614	32988	33362	34361	34735
5	32,976	5	33053	33427	33801	34175	35174	35548
6	33,637	6	33883	34257	34631	35005	36004	36378
7	34,062	7	34562	34936	35310	35684	36683	37057
8	34,488	8	34999	35373	35747	36121	37120	37494
9	34,914	9	35436	35810	36184	36558	37557	37931
10	35,340	10	35874	36248	36622	36996	37995	38369
11	35,765	11	36312	36686	37060	37434	38433	38807
12	36,315	12	36749	37123	37497	37871	38870	39244
13	36,863	13	37314	37688	38062	38436	39435	39809
14	37,412	14	37877	38251	38625	38999	39998	40372
15	37,958	15	38441	38815	39189	39563	40562	40936
16	38,506	16	39002	39376	39750	40124	41123	41497
17	39,174	17	39565	39939	40313	40687	41686	42060
18	39,846	18	40251	40625	40999	41373	42372	42746
19	40,514	19	40942	41316	41690	42064	43063	43437
20	41,184	20	41628	42002	42376	42750	43749	44123
21	41,853	21	42317	42691	43065	43439	44438	44812
22	42,583	22	43004	43378	43752	44126	45125	45499
23	43,315	23	43754	44128	44502	44876	45875	46249
24	44,044	24	44506	44880	45254	45628	46627	47001
25	44,774	25	45255	45629	46003	46377	47376	47750

After 25 years of full-time employment in Scott County Community Unit School District #1, the employee's placement on the salary schedule will increase by \$1500.

Winchester Community Unit School District #1

Teachers Salary Schedule FY13

102.25%		YEAR	BA	BA/8 382	BA/16 382	BA/24 382	MA 1021	MA/8 382
FY12								
0	29000	0	29100	29482	29864	30246	31267	31649
1	29695	1	29653	30035	30417	30799	31820	32202
2	30448	2	30363	30745	31127	31509	32530	32912
3	31218	3	31133	31515	31897	32279	33300	33682
4	32240	4	31920	32302	32684	33066	34087	34469
5	33053	5	32965	33347	33729	34111	35132	35514
6	33883	6	33796	34178	34560	34942	35963	36345
7	34562	7	34645	35027	35409	35791	36812	37194
8	34999	8	35340	35722	36104	36486	37507	37889
9	35436	9	35786	36168	36550	36932	37953	38335
10	35874	10	36234	36616	36998	37380	38401	38783
11	36312	11	36681	37063	37445	37827	38848	39230
12	36749	12	37129	37511	37893	38275	39296	39678
13	37314	13	37575	37957	38339	38721	39742	40124
14	37877	14	38153	38535	38917	39299	40320	40702
15	38441	15	38729	39111	39493	39875	40896	41278
16	39002	16	39306	39688	40070	40452	41473	41855
17	39565	17	39879	40261	40643	41025	42046	42428
18	40251	18	40455	40837	41219	41601	42622	43004
19	40942	19	41157	41539	41921	42303	43324	43706
20	41628	20	41863	42245	42627	43009	44030	44412
21	42317	21	42565	42947	43329	43711	44732	45114
22	43004	22	43269	43651	44033	44415	45436	45818
23	43754	23	43972	44354	44736	45118	46139	46521
24	44506	24	44738	45120	45502	45884	46905	47287
25	45255	25	45508	45890	46272	46654	47675	48057

After 25 years of full-time employment in Scott County Community Unit School District #1, the employee's placement on the salary schedule will increase by \$1500.

Winchester Community Unit School District #1

Teachers Salary Schedule FY14

102.75%		YEAR	BA	BA/8 393	BA/16 393	BA/24 393	MA 1049	MA/8 393
	FY13							
0	29100	0	29200	29593	29986	30379	31428	31821
1	29653	1	29900	30293	30686	31079	32128	32521
2	30363	2	30468	30861	31254	31647	32696	33089
3	31133	3	31198	31591	31984	32377	33426	33819
4	31920	4	31989	32382	32775	33168	34217	34610
5	32965	5	32798	33191	33584	33977	35026	35419
6	33796	6	33872	34265	34658	35051	36100	36493
7	34645	7	34726	35119	35512	35905	36954	37347
8	35340	8	35598	35991	36384	36777	37826	38219
9	35786	9	36312	36705	37098	37491	38540	38933
10	36234	10	36770	37163	37556	37949	38998	39391
11	36681	11	37230	37623	38016	38409	39458	39851
12	37129	12	37690	38083	38476	38869	39918	40311
13	37575	13	38150	38543	38936	39329	40378	40771
14	38153	14	38609	39002	39395	39788	40837	41230
15	38729	15	39202	39595	39988	40381	41430	41823
16	39306	16	39794	40187	40580	40973	42022	42415
17	39879	17	40387	40780	41173	41566	42615	43008
18	40455	18	40976	41369	41762	42155	43204	43597
19	41157	19	41568	41961	42354	42747	43796	44189
20	41863	20	42289	42682	43075	43468	44517	44910
21	42565	21	43014	43407	43800	44193	45242	45635
22	43269	22	43735	44128	44521	44914	45963	46356
23	43972	23	44459	44852	45245	45638	46687	47080
24	44738	24	45181	45574	45967	46360	47409	47802
25	45508	25	45969	46362	46755	47148	48197	48590

After 25 years of full-time employment in Scott County Community Unit School District #1, the employee's placement on the salary schedule will increase by \$1500.

STIPENDS FY 2012, FY 2013, FY2014

LEVEL 1

\$3,250

High School

Elementary

Girls Head Basketball
Boys Head Basketball
Head Football
Head Volleyball

Boys Head Basketball
(includes 5th & 6th)

LEVEL 2

\$2,450

High School

Elementary

Girls Assistant Basketball
Boys Assistant Basketball
Assistant Football (2 positions)
Assistant Volleyball

Girls Head Basketball

LEVEL 3

\$2,200

High School

Elementary

Head Softball
Head Baseball
Girls Head Track
Boys Head Track
FFA Sponsor
Yearbook

Boys Track
Girls Track
Athletic Director

LEVEL 4

\$1,400

High School

Elementary

Freshman Boys Basketball

Head Softball
Boys Assistant
Basketball
(Includes 5th & 6th
grade)
Head Baseball

District

Yearbook

Band

LEVEL 5

\$850

High School

Elementary

Scholastic Bowl

Girls Assistant
Basketball
Cheerleading Sponsor

LEVEL 6

\$600

High School

Elementary

Musical/Play
Assistant Baseball
Assistant Softball

Dean
Girls Assistant Track
Boys Assistant Track
Vocal Music/Beginning
Band

Student council

LEVEL 7

\$325

High School

Elementary

National Honor Society
Musical/Play Assistant
Dance Team

Geography Bowl

LEVEL 8

High School

\$200

Spanish Club
Ecology Club
Art Club

Spelling Bee
Coordinator

History Club
Peer Power/Natural Helpers
Speech Team

OTHER STIPENDS

High School

Athletic Director High School	\$3,600
Cheerleading Sponsor	\$1,235
Class Sponsor (Jr) (4)	\$125
Class Sponsor (Fr, So, Sr) (3)	\$75

District

Computer Technology	\$4,500
Server Operator	\$1,500

The stipend schedule reflects the stipend for one person for each position unless otherwise noted.

Beginning in the sixth year of consecutive service in the same stipend position, and each year thereafter, an employee will receive an additional 10% of the stipend. Only Level 1 through 8