

Collective Bargaining Agreement

By and between

**The Prairie Central Community Unit School District #8
Board of Education**

And

The Prairie Central Education Association/IEA-NEA

**Beginning of 2009-2010 Term
Through
End of 2011-2012 Term**

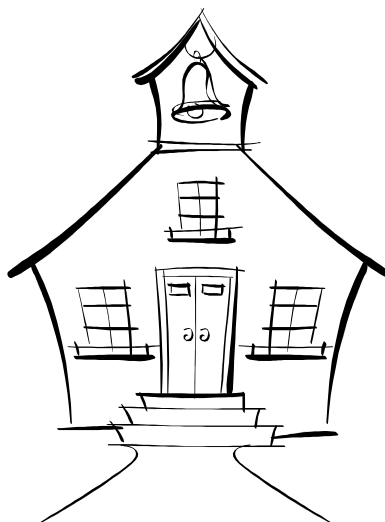


TABLE OF CONTENTS

PREAMBLE		I
ARTICLE I	RECOGNITION	I
	1.1 Recognition	I
	1.2 Restrictions	I
	1.3 Part Time Employees	I
	1.4 Definitions	I
ARTICLE II	NEGOTIATIONS PROCEDURE	3
	2.1 Number of Representatives	3
	2.2 Initiation of Bargaining	3
	2.3 Mediation	3
	2.4 Duplication of Agreement	3
ARTICLE III	NO STRIKE	4
	3.1 No Strike	4
	3.2 No Lock Out	4
ARTICLE IV	TEACHER AND ASSOCIATION RIGHTS	5
	4.1 Employee Discipline	5
	4.2 Right of Representation	5
	4.3 Personnel File	5
	4.4 Complaints	5
	4.5 Dues Deductions	6
	4.6 Fair Share	6
	4.7 Use of School Building	6
	4.8 Use of School Business Equipment	7
	4.9 Use of Bulletin Boards and Mailboxes	7
	4.10 Board Meeting – Notification	7
	4.11 Pertinent Information – Association	7
	4.12 Credit Union	7
ARTICLE V	EMPLOYMENT CONDITIONS	8
	5.1 School Calendar Teachers	8
	5.2 Preparation Period – Secondary Teachers	8
	5.3 Preparation Periods – Elementary Teachers	8
	5.4 Internal Substitution	8
	5.5 Additional Load Compensation	9
	5.6 Class Size and Preparation Time Reimbursement	9
	5.7 Notification of Assignments	9
	5.8 Vacancies and Promotions - Employees	9
	5.9 Involuntary Transfer Procedures – Teachers	9
	5.10 Transfer Procedures – ESP	10

5.11	District Seniority – Teachers	11
5.12	Reduction in Force – Teachers	12
5.13	ESP District Seniority	12
5.14	Accruing Seniority	13
5.15	Reduction in Force – ESP’s	14
5.16	Emergency School Closing	15
5.17	Inclement Weather & Other Employee-Related Emergencies	15
5.18	Cancellation of School Day	15
5.19	Administering Medications	16
5.20	Re-Employment	16
5.21	Early Dismissal Days	16

ARTICLE VI ESP WORKING CONDITIONS 17

6.1	School Calendar	17
6.2	Attendance at MDC & IEP meetings	17
6.3	Work Day/Work Year	17
6.4	Holiday Pay	19
6.5	Regular Overtime	19
6.6	Relief Time	20
6.7	Call Back Work	20
6.8	Job Descriptions	20
6.9	Notification of Assignment	20
6.10	Hepatitis B Vaccine	20
6.11	Extra Trip Assignment & Drivers Hours	21
6.12	Drivers’ Meal & Lodging Reimbursement	21
6.13	Drivers’ Physicals & Drug Tests	21
6.14	Pay for Bus Driver Refresher Course	21
6.15	Bus Permit & Renewal of Commercial Drivers’ License (CDL)	21
6.16	Vehicle Maintenance & Shuttle of Empty Vehicles	21
6.17	Emergency School Closing	21
6.18	Use of Vacation or Personal Leave	22
6.19	Substitute ESP Calling	22
6.20	Resignation	22

ARTICLE VII EVALUATION PROCEDURES - TEACHERS 23

7.1	Number of Evaluations	23
7.2	Information	23
7.3	Procedure	23
7.4	Conference	23
7.5	Personnel File	23
7.6	Administrative Rights	23
7.7	Teacher Evaluation Rights	23
7.8	Remediation	23
7.9	Extra Duty Personnel	23
7.10	Evaluation Procedures	24

ARTICLE VIII	EVALUATION PROCEDURES – EDUCATIONAL SUPPORT PERSONNEL	25
	8.1 Number of Evaluations	25
	8.2 Procedure	25
	8.3 Pre-Conference	25
	8.4 Post-Conference	25
	8.5 Informal Observations	25
	8.6 Objections	25
	8.7 Evaluation Procedures	25
ARTICLE IX	COMPENSATION AND FRINGE BENEFITS	26
	9.1 Salary Schedule	26
	9.2 Payroll Installments	27
	9.3 Supplemental Jobs	28
	9.4 Other Supervisory Duties	28
	9.5 Insurance – Teachers & Educational Support Personnel	28
	9.6 ESP Vacation Days	28
	9.7 ESP Paid Holidays	29
	9.8 Board Paid Shelterability of Insurance Premiums	30
	9.9 Graduate Hour Credit	30
	9.10 Continuing Education Units	30
	9.11 Retirement Pay	31
	9.12 Mileage	34
	9.13 Reimbursement for Education	34
	9.14 M + 40	34
ARTICLE X	GRIEVANCE	35
	10.1 Definitions	35
	10.2 Procedures	35
	10.3 Time Limits	36
	10.4 No Interruption	36
	10.5 By-Pass	36
	10.6 Class Grievances	36
	10.7 Right of Representation	36
	10.8 No Reprisals	36
	10.9 Release from Assignments	37
	10.10 Filing of Records	37
	10.11 Grievance Withdrawal	37
	10.12 Postponement	37
ARTICLE XI	LEAVES	38
	11.1 Paid Leaves	38
	11.2 Unpaid Leaves	41
	11.3 Association Leave	41
	11.4 Family and Medical Leave	42
	11.5 Jury Service & Other Related Appearances Leaves	43

ARTICLE XII	SICK BANK – TEACHERS	44
	12.1 Conditions	44
	12.2 Sick Bank Governing Committee	44
	12.3 Maximum Benefit	44
	12.4 Workers’ Compensation	44
	12.5 Depletion of Sick Bank	44
	12.6 Access to Grievance Procedure	44
	12.7 Annual Notification	44
ARTICLE XIII	SICK LEAVE BANK – EDUCATIONAL SUPPORT PERSONNEL	45
	13.1 Conditions	45
	13.2 Sick Bank Governing Committee	45
	13.3 Maximum Benefit	45
	13.4 Workers’ Compensation	45
	13.5 Depletion of Sick Bank	45
	13.6 Access to Grievance Procedure	45
	13.7 Annual Notification	45
ARTICLE XIV	EFFECT OF AGREEMENT	46
	14.1 Complete Understanding	46
	14.2 One Document	46
	14.3 Individual Contracts	46
	14.4 Savings Clause	46
	14.5 Term of Agreement & Signature Page	47
APPENDIX A	2009-2010 CERTIFIED SALARY SCHEDULE	48
	2009-2010 ESP HOURLY WAGE SCHEDULE	49
APPENDIX B	2009-2010 EXTRA DUTY STIPEND SCHEDULE	50
MEMORANDA OF UNDERSTANDING		52
	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE	52
	LIAISON COMMITTEE	53
	DEFINITION OF BUS DRIVER ROUTES	55

PREAMBLE

The Board of Education of Prairie Central Community Unit School District #8 and the Prairie Central Education Association/IEA-NEA recognizes that the ultimate aim of our public schools is to provide the best education possible for children in the District. Attainment of this educational objective, which is a joint responsibility of the Board of Education, and the administrative and supervisory staff, and certified and non-certified personnel, requires involving all staff in the consideration of matters of mutual concerns herein mentioned.

The parties agree that this Preamble is philosophical in nature and thus difficult to define; therefore, the parties that said Preamble is non-grievable and it is to be ignored by the arbitrator agree it.

ARTICLE I RECOGNITION

1.1 Recognition

The Board of Education of Prairie Central Community Unit School District #8 hereinafter referred to as the "Board", recognizes the Prairie Central Education Association IEA/NEA, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent for all full and part-time regularly employed certified and non-certified personnel, hereinafter referred to as "employees" except for the Superintendent, building principals, assistant building principals, athletic director, transportation director, maintenance director, food service director, unit secretary, unit payroll secretary, bookkeeper, and all confidential, managerial, short-term employees and supervisors as defined by the Illinois Educational Labor Relation Act.

1.2 Restrictions

The Board agrees not to negotiate with any other employee organization, individual employee, or group of employees with regard to hours, wages, and working conditions as outlined in this Agreement.

1.3 Part Time Employees

Unless stated differently, part-time employees shall be included in the bargaining unit and subject to the terms and conditions of the Agreement but their salaries and benefits shall be based on their fractionalized employment status.

1.4 Definitions

1.4.1 Employee

The term employee refers to both teachers and members of the support staff.

1.4.2 Educational Support Employees

The term support staff refers to Educational Support Professionals (ESP) or non-certified personnel who do not teach. Included in this definition are Paraprofessionals, Bus Drivers, Bus Monitors, Head Cooks, Cafeteria Workers, Maintenance Workers, Custodians, Registered Nurses, Licensed Practical Nurses, Secretaries, and Computer Technicians.

1.4.3 Teacher

The term teacher refers to an employee who possesses a teaching certificate and who teaches.

1.4.4 ESP Work Year

1. Twelve (12)-month ESP: An ESP employed in a position on an annual fiscal or twelve (12)-month basis.
2. Extended-year ESP: An ESP employed in a position to work longer than the normal school year calendar (180 days) for students, but less than twelve (12) months.
3. School-year ESP: An ESP employed in a position to work 180 days or fewer and whose employment follows the school calendar (180 days or fewer) for students.
4. Part-time ESP: An ESP employed in a position to work 3 $\frac{3}{4}$ hours or more and fewer than six (6) hours per day. The part-time ESP shall fall into the following categories: Twelve (12)-month ESP, Extended-year ESP, or School-year ESP.
5. Specialized part-time ESP: An ESP employed in a position to work fewer than 3 $\frac{3}{4}$ hours per day.

**ARTICLE II
NEGOTIATIONS PROCEDURE**

2.1 Initiation of Bargaining

The parties shall commence bargaining for a successor Agreement no earlier than May 1 of the last year of this Agreement, unless a date is mutually agreed to by both parties. Ground rules will be established at the onset of negotiations and will be agreed to by both parties prior to the first bargaining session.

2.2 Number of Representatives

Each party shall select its own representatives with a number to be determined in the aforementioned ground rules.

2.3 Mediation

Should either party declare the need of outside mediation assistance both parties shall mutually request to the Federal Mediation and Conciliation Service of its services.

2.4 Duplication of Agreement

Within thirty (30) calendar days after ratification by both parties, the Board shall make available a clean copy of the agreement. Sufficient copies of the agreement shall be promptly reproduced as to make one copy available for each employee, administrator, and Board member, plus up to twenty-five (25) additional copies, each as may be requested by the Association and the Board. The cost of such reproduction shall be borne equally by both parties.

**ARTICLE III
NO STRIKE**

3.1 No Strike

During the terms of the Agreement, employees represented by the Association agree not to strike, or engage in or support or encourage any concerted refusal to render full and complete services in the school district or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the schools.

3.2 No Lock Out

During the term of the agreement, the Board shall not lock out employees represented by the Association.

**ARTICLE IV
TEACHER AND ASSOCIATION RIGHTS**

4.1 Employee Discipline

4.1.1 For the remediable offenses of tenured teachers or permanent ESPs (i.e. ESPs who have cleared the probationary period), the District shall follow the practice of progressive discipline. Except for dismissal of employees or employee evaluation, no tenured teacher or permanent ESP shall be issued a written notice for either remediation or discipline (written warning, suspension) except for cause.

4.1.2 Disciplinary action will be progressive and, except for gross misconduct, be taken in accordance with the following schedule. The Superintendent, depending upon the circumstances of each case, will determine the sequence and necessity for the following steps:

1. Verbal Warning
2. Written Warning
3. One to Five day suspension (with or without pay)
4. Discharge for cause

4.2 Right of Representation

An employee shall be entitled to have present a representative of the Association during a meeting with the principal, superintendent, or Board in which an oral warning, suspension, or discharge will happen. This does not preclude the administration from holding an exploratory conference with an employee without Association representation. If an employee feels that his/her formal evaluation is inaccurate, the employee may request a subsequent meeting with the evaluator. At such meeting, the employee may have a local representative present.

4.3 Personnel File

Each employee shall have the right to review the contents of his/her own file during the regular business hours. All pre-employment confidential materials are excluded from this right to review. Review of the official file shall be at a time, place, and method designated by the Superintendent. After review of the file, the employee shall have the right to insert into the file written reactions to material therein. The employee shall not remove any material from his/her file, and the review of the employee's personnel file shall be in the presence of the Superintendent or designee.

4.4 Complaints

4.4.1 If there is a complaint to the administration or by the administration concerning an employee, the administration shall inform the employee of the complaint within five (5) workdays after the verification of said complaint. Failure to notify the employee of a complaint during this period will bar the complainant from appearing as part of any evaluation of the employee.

4.4.2 Should the employee, administrator, or complainant believe that the allegations in the complaint warrant a meeting, the administrator will attempt to schedule a meeting between the employee, the complainant, and the administrator.

4.5 Dues Deductions

- 4.5.1 The Board shall deduct from each employee's pay the current dues of the Association, provided that the Board has an employee executed authorization for annual dues deduction, the amount of which shall be certified by the Association. The authorization shall remain in effect throughout the current school year, except that any employee may revoke it at any time upon written request to the Board by the employee who originally authorized the deduction. Upon receipt of any revocation, the Board shall notify the Association in writing within five (5) business days of said revocation.
- 4.5.2 The Board shall deduct monthly dues beginning in October and continuing through May for those employees, whose authorization cards have been received, providing that the Board has no responsibility for collecting past or overdue dues.
- 4.5.3 All dues deducted by the Board shall be remitted to the Treasurer of the Association no later than ten (10) calendar days after such deductions are made.

4.6 Fair Share

- 4.6.1 Each bargaining unit member, as a condition of his/her employment, or before thirty (30) days from the date of commencement of duties or the effective date of the 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.
- 4.6.2 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.
- 4.6.3 Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- 4.6.4 In the event of any legal action against the Employer brought in a court of administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own council, 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.

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 Employee who, on the basis of 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 views, 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 a payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulation of the Illinois Educational Labor Relations Board.

4.7 Use of School Building

The local Association shall have the right, upon approval of the Superintendent or his designee to use the school building for meetings at a time when school is not in session, provided that such meetings do not interfere with instructional and/or extra-curricular programs. The Superintendent or his designee shall approve all meeting areas.

4.8 Use of School Business Equipment

With the approval of the Superintendent or his/her designee, the Association or an individual employee shall be allowed the use of school business equipment, except for Unit Office Equipment, provided that the use of said equipment does not interfere with instructional and/or extra-curricular programs. The individual requesting such equipment must demonstrate the appropriate skills necessary for running the business equipment. The Association shall purchase all supplies and materials used in the business of the Association. School business equipment shall not be taken from the District's building unless prior approval of the Building Principal is given.

4.9 Use of Bulletin Boards and Mailboxes

The Association shall have the right to post notices of activities and matters of Association concern on a designated bulletin board in the employee's lounge/work room. The Association may use the employee's mailboxes if available for communications to bargaining unit members.

4.10 Board Meeting - Notification

A copy of the agenda for all regular and special Board meetings will be placed in the Association President's mailbox within forty-eight (48) hours of the scheduled meeting. In the case of a special Board meeting, the Board may orally inform the Association President of the scheduled meeting within twenty-four (24) hours of the meeting. The forty-eight (48) hour parameter may be waived in the case of an emergency. A copy of the agenda for all regular board meetings will be placed in the mailboxes of the association-building representatives within forty-eight (48) hours of the scheduled meeting.

4.11 Pertinent Information - Association

The Board shall provide the Association with one copy of the following:

The annual Financial Report (on standard ISBE form);
The annual Budget (on standard ISBE form);
The annual audit;
Monthly Treasurer's Report;
A scattergram of employees, and dollar amount spent on salaries;
All official open Board of Education minutes.

4.12 Credit Union

An employee who wishes to join the credit union selected by the Association shall inform the District of his/her intention at least thirty (30) days before the beginning of the first school day.

4.12.1 One (1) credit union shall be designated by the Association

4.12.2 Employees who wish to have credit union monies deducted from their paychecks shall be restricted to two (2) changes per school year. Change shall be defined as:

1. Enrollment.
2. Change in the amount of monies deducted from an employees' paycheck.

4.12.3 An employee who withdraws from the credit union shall not be allowed to re-enroll in the credit union for the remainder of the school year.

**ARTICLE V
EMPLOYMENT CONDITIONS**

5.1 School Calendar-Teachers

The school calendar shall consist of no more than one hundred eighty one (181) responsibility days. The Board agrees to consult with the Association regarding the calendar before its final adoption. It is understood that the Board retains final authority for the approval of the calendar

5.2 Preparation Periods - Secondary Teachers

All full-time junior high and senior high school teachers shall be allowed at least one (1) preparation period per day commensurate with the length of the normal teacher's period and a duty-free lunch period per day of at least thirty (30) consecutive minutes. On day of early dismissal, those teachers who lose their preparation period shall not be entitled to such.

5.3 Preparation Periods - Elementary Teachers

Elementary teachers shall be provided at least one (1) preparation period daily of at least thirty (30) minutes and a duty-free lunch period per day of at least thirty (30) consecutive minutes. On day of early dismissal, those teachers who lose their preparation period shall not be entitled to such. Each elementary teacher shall have at least one hundred eighty-five (185) minutes of preparation time per week.

5.4 Internal Substitution and Preparation Time Reimbursement

5.4.1 Teachers

If the administration requires a teacher to forfeit his/her preparation period or if a teacher loses his/her preparation period due to an internal substitution the teacher shall be paid at the rate of ten dollars (\$10.00) for every thirty minutes.

5.4.2 Educational Support Professionals (starting 7-1-99)

An ESP who is assigned to a different classification on a temporary basis shall receive 90% of the hourly rate of the least senior (lowest salary) employee of that classification. In no case shall the employee receive less than \$.40 per hour increase.

For example, a Custodian I employee who is assigned to a head custodian position on a temporary basis shall receive 90% of the hourly rate of the least senior (lowest salary position head custodian).

The Superintendent shall formally approve the temporary assignment of any ESP employee if the temporary assignment is needed. A temporary assignment may also be formally approved by the Board.

All benefits (for example sick leave, personal leave, and insurance) shall be based on the ESP's initial position not on the temporary position. An exception to this policy exists if the temporary position is consecutive for 60 working days. At that time, the ESP employee would be eligible for the same benefits as the regular employee's position.

A temporary assignment is defined as an assignment given the ESP employee for at least ten (10) consecutive working days in the same assignment.

5.5 Additional Load Compensation

If a junior high or high school teacher is required to teach during his/her preparation period for the entire school year, the Board shall pay the teacher twenty percent (20%) of the current base salary. It is noted that in such case the teacher shall forfeit his/her daily preparation period.

5.6 Class Size

5.6.1 The Board agrees to observe reasonable class size limits subject to space availability, logistics, the availability of teachers and paraprofessionals, and budgetary limitations.

5.6.2 When class size is a concern an affected teacher may request the building principal to review the situation. The teacher shall submit the aforementioned request in writing, to his or her building Principal prior to May 1. The responsibility of the Principal is to hold a meeting with the affected teacher and to report, in writing, the results of the meeting to the Superintendent, the Board, and Association President.

5.6.3 While including special education students in regular education classes, the Board will reasonably attempt to limit the number of special education students who are provided services equal to or greater than 300 minutes per week. The Board agrees that, as only a guideline to which it is not bound, no more than one-third (1/3) of a regular education classroom be comprised of special education students with services at or exceeding 300 minutes per week.

5.7 Notification of Assignments

All teachers shall be given written notice of their tentative assignments for the forthcoming term as soon as possible but no later than thirty (30) days before the first day of school. This tentative assignment shall not be changed except in case of emergency (determined by the Administration).

5.8 Vacancies and Promotions - Employees

The Superintendent or designee shall post in all school buildings a notice of all vacancies and/or newly created positions as they occur. If the Board decides to fill the vacancy, the Superintendent or his/her designee shall post on the bulletin board of the Central Office, the Custodial Work Area, Teacher Work Rooms, the Maintenance Shed, and Bus Garage a list of all vacancies. Any employee is eligible to apply and their application for the vacant position or newly created position will be considered by the Administration and Board. Denial of application shall be accompanied by written notice. The parties agree that the posting is non-grievable and it is to be ignored by the arbitrator.

For coaching positions, such postings after May 1 shall be limited to the first opening that occurs for each sport and shall include indications that further positions may become available.

Given a situation in which a bargaining unit member and non-bargaining unit member apply for a position in the District, the bargaining unit member shall be interviewed for the position. Consideration shall be given to a bargaining unit member over a non-bargaining unit member when both are equally qualified.

5.9 Involuntary Transfer Procedures - Teachers

"Involuntary transfer" occurs when there is relocation of staff personnel to another classroom teaching position due to pupil distribution, instructional requirements, or for other reasons.

5.9.1 When it is necessary to involuntarily transfer or reassign teachers in a school, to the extent possible, all volunteers if acceptable to the administration shall first be considered. If no volunteers emerge, seniority should be given next consideration, but will not be the only consideration.

- 5.9.2 Within two (2) weeks of notice the Superintendent will post a master list of vacancies for each involuntarily transferred employee to review. This master list of vacancies shall indicate building, department, and grade level. It will be the responsibility of the involuntarily transferred employee to list three (3) choices in order of priority for:
1. Building and/or organization level desired
 2. Department and/or grade level desired, if applicable.
- 5.9.3 If any involuntarily transferred employee does not receive an assignment from the above procedures, the Superintendent will inform said employee such positions as they become available.
- 5.9.4 If more than one (1) employee who has been involuntarily transferred requests the same position, then such position will be assigned by the Administration.
- 5.9.5 Involuntarily transferred staff members will have the right to an interview for the previously held position if/when that position again becomes available.
- 5.9.6 An employee's compensation shall not be reduced due to an involuntary transfer during that said school year.

5.10 Transfer Procedures - ESP

- 5.10.1 Vacancy notices, which include vacancies due to transfers, which occur during the student school year, will be posted in accordance with the procedures listed above. The district cannot guarantee to post vacancies due to transfers that occur during the summer months. Prior to filling the vacancy, the District will post a vacancy notice for five (5) calendar days. The five (5) day posting requirement is only applicable for vacancies that occur during the student school year.
- Special Education Drivers and Monitors who during the school year are assigned Special Education routes that travel outside the District will be offered summer Special Education routes prior to the positions being posted. Failure to respond within five (5) calendar days after notification of the Board will result in the drivers or monitors waiving his/her right to summer driving, and monitor position.
- During the summer months when school is not in session, vacancy notices will be posted in the Central Administrative Office and the Building Principal's Offices.
- 5.10.2 Any employee desiring to apply for a vacant position may meet with the Principal or Superintendent to discuss his/her qualifications, and interest in a vacant position.
- 5.10.3 ESP employees who have at least four (4) years of experience in the Prairie Central CUSD #8 who are transferred to a different category of employment shall be given one (1) year of experience and placed on step 2 of the new salary schedule. For those employed prior to 1998 placement in a category where one has seniority will be equivalent to the step of a current employee in that category.
- 5.10.4 Any previous experience (1440 hours in any given fiscal year) in the respective category of an ESP employee in a public school shall count upon initial employment in the district one full year of maximum experience granted on the salary schedule. This item is applicable to all employees whose initial day of employment begins after July 1, 1999.
- 5.10.5 Private sector experience will count for any ESP employee (one full year maximum) who has worked at least 1440 hours in a given calendar year in the respective category of employment. This item is applicable only to employees whose initial day of employment begins after July 1, 1999.

5.10.6 Cafeteria workers who are transferred or accept a position as a head cook will be placed at step 2 of the head cook salary schedule in Appendix C. Should the transfer result in a decrease on the head cook salary schedule the employee will be placed at a step resulting in no less than a \$.20 increase of that of the current salary.

If a head cook wishes to move into a cafeteria workers position the new salary would reflect the placement into the corresponding step experience. At no time should the change lead to an increase in salary.

5.10.7 Custodians who are transferred or accept a position as a head custodian will be placed at step 2 of the head custodian salary schedule in Appendix C. Should the transfer result in a decrease on the head custodian salary schedule the employee will be placed at a step resulting in no less than a \$.20 increase of that of the current salary.

If a head custodian wishes to move into a custodian position the new salary would reflect the placement into the corresponding step experience. At no time should the change lead to an increase in salary.

5.10.8 ESP employees who transfer job categories shall retain their district longevity. i.e. A paraprofessional with ten (10) years of experience who accepts a position as secretary would retain ten (10) years of district longevity. This ESP employee would be placed at step 2 on the salary schedule (Appendix C) in the category of secretary, but at step of the longevity schedule (Appendix C), recognizing ten (10) years of experience that followed him/her into the new job. After three (3) years as a secretary, the employee would then have accrued ten (10) years of seniority as a paraprofessional and three (3) years of seniority as a secretary. The employee's salary summary would appear thusly:

Paraprofessional
@ \$10.49/Hour
+ \$ 0.10 longevity (10 years)
= \$10.59/Hour

Secretary
@ \$11.53/Hour
+ \$ 0.10 longevity (10 years)
= \$11.63/Hour

5.11 District Seniority - Teachers

5.11.1 Definition

Seniority is the length of a certified employee's continuous full time service within the District. Said service shall be computed from the first day of tenured service within the District or as defined in the Illinois School Code.

5.11.2 Seniority is lost upon the following:

1. Resignation.
2. Dismissal for Cause.
3. Retirement.
4. Being on layoff for a period established by law.

5.11.3 Seniority continues to accrue during the following:

1. Paid leave of absence.
2. Temporary disability under the Teacher Retirement System (TRS).

5.11.4 Seniority is retained but shall not accrue during the following:

1. Unpaid Leave of Absence.
2. Unpaid sick leave.

5.11.5 Seniority - Initial Posting

By February 1, annually the employer shall publish a seniority list

5.11.6 Seniority - Final Posting

Each teacher shall have until February 15 or the first school day thereafter to file written objections to the Board. A final seniority list will be posted on or before March 1 of the school year.

5.11.7 Tie Breakers

In the event district seniority is equal between employees, the procedures listed (5.11.7.1 through 5.11.7.3) are to be utilized in the following order as a tiebreaker:

1. Approved horizontal placement on the salary schedule.
2. Previous accredited experience inside Illinois.
3. Any further ties to be determined by drawing of lots with Association representation.

5.12 Reduction in Force - Teachers

5.12.1 Procedures for Staff Reduction

Seniority rights begin upon entering tenure in the District. If the number of positions must be reduced, the tenured teachers who are subject to removal, and where applicable non-tenured teachers, shall receive notice by registered mail at least sixty (60) calendar days before the end of the school term together with a statement of honorable dismissal and the reasons therefore. Tenured teachers shall be dismissed on the basis of district seniority. Those tenured teachers with the least seniority shall be removed first.

5.12.2 Exceptions to Seniority

An exception to this would be where said employee subject to removal, is the only employee certified and/or qualified to work in the program.

5.12.3 Recall

If a position becomes available within two (2) calendar years from the Board's letter of honorable dismissal, the position thereby becoming available shall be tendered to the teacher so removed or dismissed as far as they are legally qualified. (as per I.S.B.E.'s Document One).

5.12.4 Recall Time Requirements

Failure to respond within twenty (20) calendar days after the mailing of the Board's letter to recall, sent by certified mail to the teacher's address on file, with the Board recalling such teacher shall result in termination of the teacher's rights of recall herein.

5.13 ESP District Seniority

Seniority is the length of an employee's service starting with the first day on which duties are performed.

5.13.1 Seniority is lost upon the following:

1. Resignation.
2. Dismissal.
3. Retirement.

5.13.2 Seniority is retained but shall not accrue during the following:

1. Unpaid leave of absence.
2. Unpaid sick leave.
3. Period of layoff as established by this Agreement.

5.13.3 Seniority Continues to Accrue during the Following:

1. Paid leave of absence.
2. Temporary disability under IMRF.

5.13.4 Seniority Lists

By February 1, annually, the Employer shall publish a seniority list for each of the job categories.

Seniority lists shall be published for the following job categories:

1. Bus Drivers.
2. Bus Monitors.
3. Head Cooks.
4. Cafeteria Workers.
5. District Maintenance Employees/Head Custodians/Custodian I.
6. Custodian II.
7. Building Secretaries.
8. Paraprofessionals.
9. Registered Nurse.
10. Licensed Practical Nurse.
11. Computer Technician.

5.13.5 Posting of Seniority Lists

The Board will post the seniority list by categories in all buildings with support staff working in them, and give one copy to the Association President. The Association or employee will have until March 1 to justify any changes to the list. After March 1, the list shall be deemed accurate and no changes will be made during the school year.

5.14 Accruing Seniority

Immediately upon Board of Education appointment, an ESP shall receive full salary and benefits retroactive to his/her starting date. ESPs shall be employed on a probationary basis until successful completion of one (1) year of continuous employment. Upon successful completion of the probationary period, the employee shall be entitled to seniority retroactive to his/her starting date.

Starting on July 1, 1998 the following shall apply:

Employees regularly scheduled to work over four (4) hours per day shall gain one (1) full year of seniority for each 180 days worked in a fiscal year. Employees regularly scheduled to work four (4) hours or less per day shall gain one-half (1/2) year of seniority for each 180 days worked in a fiscal year.

Bus drivers/van/car drivers regularly scheduled to work a full route or two (2) runs per day shall gain one (1) full year of seniority for each 180 days worked in a fiscal year.

A route for bus drivers is a regularly scheduled morning and afternoon pick-up and delivery of students. A run is one-half (1/2) of a route. For example, the Kindergarten regular a.m. or p.m. run picks up children and delivers them to school. The kindergarten run does not accrue seniority.

A full-time employee who works nine (9) months or more in the school year shall accrue one (1) year of seniority. No employee shall accrue more than one (1) year of seniority in any year.

5.14.1 Changing Job Categories

Employees shall accrue seniority as listed in the category he/she is currently employed and shall retain any previous accumulated seniority in any other category the employee has worked. However, seniority shall accumulate in only the category in which the employee is presently employed.

Custodial staff and Cafeteria staff shall accrue seniority and maintain seniority as long as the change in positions is within the same job type or category.

Example:

A Custodian I with five (5) years experience accepts a Head Custodian position shall carry the five years experience with him/her.

5.15 **Reduction in Force - ESP's**

5.15.1 Procedure

If an educational support employee is removed or dismissed or has his/her hours decreased during the school year (for 12-month employee, the 30 day notification requirement is applicable at any time during the calendar year) as a result of the board action to decrease the number of educational support personnel employees employed by the Board or to discontinue some particular type of educational support service, written notice shall be mailed to the employee and also given to the employee either by certified mail, return receipt request or personal delivery with receipt at least 30 days before the employee is removed or dismissed. The employee with the shorter length of continuing service with the district, within the respective category of position, shall be dismissed first. Please note: For bus drivers, only the reduction or elimination of a regular a.m. or p.m. routes will require the 30-day notice.

5.15.2 Recall

If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employees so removed or dismissed from that category of position, so far as they are qualified to hold such position.

5.15.3 Waiver of Recall Rights

Failure of the employee to respond within seven (7) calendar days after the receipt of the Board's letter of recall sent by certified mail to the employee's address on file with the Board recalling such employee will result in termination of the employee's right of recall hereunder. It shall be the responsibility of the employee to inform the Superintendent of any change in home address.

5.15.4 Rights of Recalled Employees

Any employee honorably dismissed who accepts the tender of a vacancy during the recall period shall retain any accumulated sick leave, seniority, or position on the salary schedule. If an employee has seniority in more than one category, he/she shall retain recall rights to vacant positions in categories in which he/she has greater seniority than another employee with recall rights.

5.15.5 Reduction in Bus Driver Benefits

1. For drivers who, at the beginning of a school year, work at least four (4) but less than five (5) hours per day, the following shall apply when hours are reduced by the employer:
 - a. In the event hours are reduced below four (4) hours per day during a school year, the driver's benefits shall be maintained at the level provided to a four (4) hour per day employee through June 30th.
 - b. In the event hours are reduced below four (4) hours per day during the school year, the District shall provide the driver with thirty (30) calendar days written notice by the Superintendent prior to the effective date of such reduction.
2. For drivers who, at the beginning of a school year, work at least five (5) hours per day, the following shall apply when hours are reduced by the employer:
 - a. In the event hours are reduced below five (5) hours per day during a school year, the driver's benefits shall be maintained at the level provided to a five (5) hour per day employee through June 30th.
 - b. In the event hours are reduced below five (5) hours per day during a school year, the District shall provide the driver with thirty (30) calendar days written notice by the Superintendent prior to the effective date of such reduction.
3. A driver who begins a school year working less than four (4) hours per day and who subsequently has his or her hours increased to at least four (4) hours per day shall be eligible for benefits at the level provided to a four (4) hour per day employee only after regularly working four (4) or more hours per day for sixty (60) consecutive working days.
4. A driver who begins a school year working less than five (5) hours per day and who subsequently has his or her hours increased to at least five (5) hours per day shall be eligible for benefits at the level provided to a five (5) hour per day employee only after regularly working five (5) or more hours per day for sixty (60) consecutive working days.

5.16 Emergency School Closing

When the administration decides to close school, the Superintendent or his/her designee will endeavor to release the announcement for broadcast to at least one (1) radio station in Pontiac and Bloomington, Illinois. The administration will endeavor to initiate a mass calling system, if one exists, in order to notify employees. An employee telephone tree will be established at the beginning of each school year, to be used for notification of emergency school closings. The employer will not be responsible for employee failure to use the telephone tree.

5.17 Inclement Weather and Other Employee-Related Emergencies

Employees who are unable to report to work as scheduled because of inclement weather or other employee-related emergencies shall be charged a personal day or vacation day if available. If the employee chooses not to use a personal or vacation day, or if none is available to the employee, the day will be charged as a dock day.

5.18 Cancellation of School Day

Should an employee arrive at work before notification of a school-day cancellation, the employee can not expect pay for the time incurred.

5.19 Administering Medications

Under no circumstances shall teachers or other non-administrative school employees, except certified school nurses and non-certified registered professional nurses (which includes registered and licensed practical nurses), be required to administer medication to students. This shall not prohibit the school district from adopting guidelines for self-administration of medication by students. This should not prohibit employees from providing emergency assistance to students.

5.20 Re-Employment

District employees who resign and are re-appointed may be granted full credit on the salary schedule for previous contract experience, with the district, but can expect no restoration of seniority.

5.21 Early Dismissal Days

On days in which students are dismissed early due to inclement weather, teachers, paraprofessionals, cafeteria workers, custodians, nurses, and secretaries may also leave once their duties and responsibilities have been met, as determined by administration. An ESP employee who earns vacation day benefits may use a paid vacation or personal leave day.

On days in which students are dismissed early due to heat (i.e. the start of the school year), teacher, paraprofessionals, cafeteria workers, custodians, nurses, and secretaries are required to remain on duty and complete the scheduled work day.

On days in which students are dismissed early for Homecoming and one hour early for Thanksgiving, Winter Break, and Spring Break, teachers, paraprofessionals, cafeteria workers, nurses, and secretaries may leave no sooner than 15 minutes following their building's designated dismissal time.

**ARTICLE VI
ESP WORKING CONDITIONS**

6.1 School Calendar

The Board agrees to consult with the Association regarding the calendar before its final adoption. It is understood that the board retains final authority regarding the adoption of the calendar.

6.2 Attendance at MDC and IEP Meetings

Except for bus drivers, if ESP's are required by the Administration to attend MDC, IEP, or other meetings to discuss student conduct outside their regularly scheduled work hours, they shall be paid at their hourly rate of compensation for all approved time. Bus drivers who are required by the administration to attend the above meetings will be paid at their extra trip hourly rate.

6.3 Work Day/Work Year

The normal employee work day/work year for full-time employees will be based as follows for the following classifications:

6.3.1 Paraprofessionals

The workday shall consist of eight and one-half (8½) hours including a non-paid duty free lunch period of thirty (30) consecutive minutes in length. Paraprofessionals appointed before July 1, 2003 shall work 174 students attendance days and may elect to work up to six (6) additional (non-student attendance) days. Paraprofessionals appointed after July 1, 2003 shall work 174 student attendance days and two (2) additional (non-student attendance) days. For purposes of this article, the final day, often called "report card day" is considered a non-student attendance day.

Having consulted with his/her building administrator, the paraprofessional may choose among the following to reach a 180-day or 176-day schedule:

- 4 institute days.
- 1 parent-teacher conference day.
- 1 report card day.

6.3.2 Custodians and Maintenance

The workday shall consist of eight and one-half (8½) hours including a non-paid duty free lunch period of thirty (30) consecutive minutes in length. If approved by the Maintenance Director, during days when students are not in attendance (except for day when tournaments or games take place) night shift custodians may work the hours of the day shift custodians. The regular work year shall consist of 260 days.

6.3.3 Cafeteria and Kitchen Workers

The workday shall consist of seven (7) hours and shall include a thirty (30) minute paid lunch period. The work year shall be 180 days.

6.3.4 Bus Drivers and Bus Monitors – Work Day and Work Year

Bus Drivers shall be paid one and one-half (1½) hours for a morning or evening run. The above payment includes pre-trip and post-trip check of the bus. Bus Monitors shall be paid for the number of hours worked. The work year shall consist of 180 days. For bus drivers included in the work year is attendance at the required refresher course.

6.3.5 Secretaries

The workday shall be eight and one-half (8½) hours, which includes a duty free non-paid thirty (30) minute lunch period.

The work year is as follows for the various school buildings:

High School-1	238*	Westview	195
High School-2	205	Meadowbrook	195
Junior High School-1	202	Chatsworth	190
Junior High School-2	200	Chenoa	190*
Upper Elementary	200		

*The work year for the current High School Secretary-I includes ten (10) vacation days and the twelve (12) paid Holidays listed in this Agreement. The work year for the current Chenoa secretary is twelve (12) months, and includes vacation days, holiday pay, and all other benefits enjoyed by twelve (12) month ESP employees. Upon the departure of these individuals from these positions, the positions will default to the manner in which they are described by applicable articles in this Agreement.

The Board may employ part-time employees and adjust their work year and workday based on the needs of the district.

6.3.6 Computer Technician

The workday shall consist of eight and one-half (8½) hours including a non-paid duty free lunch period of thirty (30) consecutive minutes in length. The regular work year shall consist of 260 work days.

6.3.7 Breaks

Employees who are regularly scheduled to work eight (8) hours per day shall be entitled to two (2) fifteen (15) minute breaks per workday. Employees who are regularly scheduled to work four (4) hours, but less than eight (8), shall be entitled to one (1) fifteen (15) minute break. The employee's immediate supervisor will schedule times of the breaks. This paragraph does not apply to bus drivers or monitors. Breaks may not be used to shorten an employee's work day or lengthen an employee's lunch period. Employees shall not be permitted to leave the building or grounds during any break period without the consent of the building principal or supervisor.

6.3.8 Paid Lunches

The following shall receive a paid lunch from the school cafeteria:

All cooks, cafeteria and kitchen employees (dishwashers and computer operators) who work one or more hours per day;

All daytime Custodians and Maintenance staff, who clean the cafeteria, maintain kitchen and cafeteria equipment and who assist the cooks with food storage and retrieval.

All paraprofessionals who are responsible for supervising and assisting students during the noon hour each day.

[Only] Secretaries for the K-8 grade level that collect and account for lunch monies in their respective schools.

Since the furnishing of the above lunches is for the convenience of the employer, the value of the meals will be excluded from the employee's gross income.

6.3.9 Banquet or Special Events Payments

In the event that the administration determines the necessity to employ cafeteria employees for school sponsored banquet or school sponsored special events, cafeteria employees in the school where the banquet or event is held shall be given the first opportunity to do the banquet or event. If no one volunteers for the banquet or special event, the administration may assign any cook or cafeteria worker to this responsibility. Employees will receive their regular rate of pay for such assignments.

For non-school sponsored banquets or non-school sponsored special events, cafeteria employees shall be paid their regular rate of pay plus an additional \$.25 per hour for each hour worked. Head Cooks will be paid their regular rate of pay plus an additional \$.50 per hour for each hour worked.

6.3.10 Food Service Sanitation Certification

Cooks and cafeteria workers required to possess food sanitation certificates shall be reimbursed the cost of the registration fee of the required course(s). Cost shall include the registration fee and any required textbooks. All persons requesting to certify for the food sanitation certificate must have prior written approval from the Food Services Director. If District transportation is not provided, employees approved by the Food Services Director will be reimbursed mileage at the approved rate contained in this Agreement. In the case of more than one employee attending the workshop, the District shall be responsible for mileage costs of one automobile.

6.4 Holiday Pay

If an employee is required to work on a holiday that has not been waived by the District, e.g. an emergency situation requiring a custodian to report on Easter Sunday to clean up after a roof collapse, he/she shall receive holiday pay plus one and one-half (1 ½) times his/her regular pay rate for all time worked.

6.5 Regular Overtime

Monday shall be the beginning of each workweek for the purpose of calculating overtime. Employees required by their immediate supervisors to work more than forty (40) paid hours per week shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay over 40 paid hours in that week.

Employees will be asked if they are willing to accept overtime during their regular work year. It is noted that the overtime provision only applies to the employee's current category of position. For example, a cook will not be asked nor assigned overtime for a custodial position. If a sufficient number of employees do not volunteer for overtime, the District may assign overtime to any employee currently working in a specific category of position.

No overtime shall be allowed or paid by the district without the prior approval of the immediate supervisor; building principal; or superintendent. There is no guarantee of overtime work for any employee. The Administration shall endeavor to assign overtime as equally as possible within each building and respective job category.

6.5.1 Computation of Different rates of Pay for Overtime

In the event an employee works in more than one category of position with different rates of pay, over-time will be calculated as per the following example (weighted average method)

Example:

An employee works 25 hours in one week at \$8.00 per hour, and an additional 20 hours during the same week at \$11.50 per hour.

25 x \$ 8.00	=	\$200.00
20 x \$11.50	=	<u>\$230.00</u>
45 hours	=	\$430.00

The total dollars earned that week will be divided by the total number of hours worked during that week (\$430/45hours). The average hourly rate will then be multiplied by the number of hours work over forty (40) for that week then multiplied by .5 to determine the amount of overtime pay. For example: $(\$9.56 \times 5) \times .5 = \23.90

The total pay for 45 hours would be:

45 hours at straight time	=	\$430.00
5 hours at premium	=	<u>\$ 23.90</u>
Total salary	=	\$453.90

6.6 Relief Time

Bargaining unit members who work beyond eight (8) hours in a day shall receive an additional fifteen (15) minute break every four hours worked after the initial eight (8) hours. In order for an employee to receive the additional break period, the work must be immediately before or after the employee's workday. This shall not apply to bus drivers.

6.7 Call Back Work – Specific examples

6.7.1 Building/Boiler Checks

If an employee is required to check the building or boiler outside his/her regular workday, he/she shall receive a minimum of one (1) hour at his/her regular rate of pay

6.8 Job Descriptions

The Board shall provide a copy of individual job descriptions to all ESP's.

6.9 Notification of Assignment

Notice of tentative assignments shall be given employees no later than thirty (30) days prior to the beginning of the school year.

6.10 Hepatitis B Vaccine

The employer will provide at no cost a Hepatitis B Vaccine for any employee requesting such.

6.11 Extra Trip Assignment and Drivers Hours

At the beginning of the school year, all interested bus drivers shall notify the Transportation Director or his/her interest to drive extra trips. The Transportation Director will attempt to equally distribute the number of trips assigned to the volunteers. In most cases, a driver will be assigned no more than two (2) trips in a school week. If not enough drivers volunteer, the District may assign the extra trips to substitute drivers.

Drivers will be paid for all layover time at the regular trip rate.

The assignment of such extra trips rests solely and exclusively with the Transportation Director.

A driver who drives an extra trip run during the time of his regular a.m. or p.m. run shall be paid 1.5 hours at his/her regular rate of pay. Any hours worked beyond 1.5 shall be paid for the extra-trip rate as stated above.

6.12 Drivers' Meal and Lodging Reimbursement

For overnight stays the District will reimburse the driver up to \$50.00/per day for necessary expenses plus the cost of lodging (approved by the District). The \$50.00 per Diem expense reimbursement covers all time spent by the driver at the assigned destination. The District will not be responsible for any other payments for overnight trips. The driver will be paid the hourly rate while driving as specified above and a total of an additional one-quarter (1/4) hour for pre-trip check, refueling, and post-trip check. Additional time may be paid for with prior approval of the Transportation Director.

6.13 Drivers' Physicals and Drug Tests

The District will pay for the cost of the yearly-required physicals and drug tests (not to exceed \$118.00). The District retains the right to specify the physician or other health professional that will conduct the physicals or drug test. If a bus driver chooses a physician other than the District's designated physician or other health professional, the employee will be reimbursed up to \$118.00 for the yearly physical and drug test.

6.14 Pay for Bus Driver Refresher Course

The District will pay the registration fees of the refresher courses sponsored by the Regional Office of Education. The District will provide transportation and pay for the cost of one meal.

6.15 Bus Permit and Renewal of Commercial Drivers' License (CDL)

The District shall pay for the initial CDL license and bus permit. The District will pay the cost for subsequent bus permits.

6.16 Vehicle Maintenance and Shuttle of Empty Vehicles

Drivers required by the Transportation Director to move empty vehicles for inspections, maintenance or moving empty vehicles to another location shall be paid at the extra trip rate. If the Transportation Director requires and approves, the District will pay for cleaning vans and buses at \$12.00 per vehicle. This language does not restrict the District from sub-contracting the washing of vehicles to a third party.

6.17 Emergency School Closing

When the Administration decides to close school, the Superintendent or designee will release the announcement for broadcast over at least one radio station in Pontiac and Bloomington, Illinois. An employee telephone tree will be established at the beginning of each school year and will be used for notification of emergency school closing. The employer shall not be responsible for employee failure to use the telephone tree.

6.18 Use of Vacation or Personal Leave

Twelve-month employees may use a paid vacation or personal leave day if unable to get to work.

6.19 Substitute ESP Calling

The District will not require ESP's to arrange for substitute employees outside the regular workday hours. Nothing prevents an employee from volunteering for such duties. Volunteering for such duties is interpreted to mean that the employee offers his/her services without compensation, monetary or otherwise.

6.20 Resignation

An employee may resign upon giving two weeks {(10) working days} written notice to the Superintendent or to the employee's immediate supervisor. An ESP who resigns or whose employment is terminated shall be entitled on a pro rated basis to compensation for unused vacation unless proper written notice has not been given. If the full two-week's written notice is not given, earned vacation shall be compensated only in the same proportion as the amount of notice actually given.

Example: A custodian that has been hired during the year has accumulated five (5) vacation days. Instead of giving two weeks' notice, only one is given. Therefore, instead of five days vacation it would be pro rated to two and one-half (2.5) days.

**ARTICLE VII
EVALUATION PROCEDURES
TEACHERS**

7.1 Number of Evaluations

Non-tenured teachers shall be formally evaluated at least twice in every school year. Tenured teachers shall be formally evaluated every other year. Each principal they serve in the same year on the same schedule, as other teachers will evaluate traveling teachers.

7.2 Information

Within four (4) weeks after the beginning of each school year, the building principal or immediate supervisor shall acquaint each teacher with the evaluation procedures and evaluation form to be used. No formal evaluation may take place until such orientation has been completed.

7.3 Procedure

The administrator shall evaluate each teacher in writing, using an evaluation instrument designed by the Administration with input from the Association. Such input shall be advisory only and not subject to the grievance procedure. Each formal evaluation shall include an in-class observation of the teacher's performance.

7.4 Conference

The evaluator shall have a post-observation conference with the teacher within ten (10) school days following the in-class observation to discuss the evaluation.

7.5 Personnel File

The teacher shall have the right to submit a written explanation or other written statements regarding any evaluation for inclusion in his/her personnel file.

7.6 Administrative Rights

Nothing contained herein shall limit the right of the Administration to evaluate a teacher's performance of assigned duties during the regular school day.

7.7 Teacher Evaluation Rights

The evaluation instrument shall be uniform throughout the district.

7.8 Remediation

In the case of the contemplated dismissal of a tenured teacher for incompetence, the Board and Association shall cooperate in establishing the criteria for such remediation in compliance with the I.S.B.E. and Sections 24 and 24A of *The School Code of Illinois*. Such cooperation and compliance shall not be subject to the grievance procedure.

7.9 Extra Duty Personnel

7.9.1 All extra duty personnel will be annually evaluated with a job specific evaluation instrument. Parties agree that, in this section, only the procedure as stated is grievable.

7.9.2 An evaluation instrument shall be devised, with input from the Association, but this input shall be advisory only, and not subject to the grievance procedure.

- 7.9.3 If there is a complaint to the administration or by the administration concerning a sponsor/coach, the administration shall inform the sponsor/coach of the complaint within five (5) school days after the verification of said complaint. Failure to notify the sponsor/coach of a complaint during this time period will bar the complaint from appearing as part of any evaluation of the sponsor/coach.
- 7.9.4 Should the employee, administrator, or complainant believe that the allegations in the complaint warrant a meeting; the administrator will attempt to schedule a meeting between the employee, the complainant, and the administrator.

7.10 Evaluation Instrument Review Procedures – Teachers

Beginning during the 2003-2004 school term, and every five (5) years thereafter, the teacher evaluation instrument shall be reviewed by a committee consisting of four (4) teachers, two (2) principals, the superintendent, and one (1) board member. Any changes agreed upon by the committee shall be recommended to the board of education for policy.

**ARTICLE VIII
EVALUATION PROCEDURES
EDUCATIONAL SUPPORT PERSONNEL**

8.1 Number of Evaluations

Each non-certified employee shall be evaluated no less than one (1) time every other year if work performance warrants. All employees will receive a copy of their job description on or before their first day of employment.

8.2 Procedure

The administrator shall evaluate each ESP in writing, using an evaluation instrument designed by the Administration with input from the Association. Such input shall be advisory only. Each formal evaluation shall include an on site observation of the ESP's performance.

8.3 Pre-Conference

The evaluator shall notify the employee ten (10) calendar days prior to the formal evaluation. During the pre-conference, the supervisor will acquaint the employee with the evaluation instrument and procedures that will be used and who will conduct the formal evaluation.

8.4 Post-Conference

The evaluator shall have a post-observation conference with the employee within ten (10) workdays following the on site observation. Prior to the post-conference, the employee will be given a copy of the formal evaluation. The evaluator and the employee shall sign the completed evaluation. The employee's signature will note receipt of the form but may not mean agreement with the contents.

8.5 Informal Observations

Nothing prevents the evaluator from conducting informal observations at any time without prior notice.

8.6 Objections

In the event the employee feels that the evaluation is incomplete or inaccurate, he/she may submit an objection in writing to the district administration offices. The objection shall be attached to the completed evaluation.

8.7 Evaluation Instrument Review Procedures – Educational Support Personnel

Beginning during the 2004-2005 school term, and every five (5) years thereafter, the ESP evaluation instrument shall be reviewed by a committee consisting of four (4) ESP's , two (2) principals, the superintendent, and one (1) board member. Any changes agreed upon by the committee shall be recommended to the board of education for policy.

**ARTICLE IX
COMPENSATION AND FRINGE BENEFITS**

9.1 Salary Schedule

Salary schedules shall be set forth in Appendices A and B, which are attached to and incorporated into this Agreement.

9.1.1 ESP Salary Schedule Provisions

A paraprofessional who earns college credit towards qualification for a Teacher Aide Certificate (30 hour requirement) or college credit towards a Teaching Certificate shall not lose any seniority or years of experience on the salary schedule when transferring between different teacher aide salary schedules.

9.1.2 Anniversary Date

July 1 shall be the anniversary date for determining placement on the schedule. ESP's employed prior to December 31 shall be given credit for one full year of employment on the schedule. For example, an ESP employed January 1, 1999 would not advance one step until July 1, 2000.

9.1.3 Lead Custodian

Lead custodians designated by the District Maintenance Director who are employed for the second shift shall receive an additional \$.20 per hour. It is noted that such payment is only applicable during the school year. 180 are the maximum number of days applicable to such differential pay in any given fiscal year.

9.1.4 Previous Employees

ESP employees employed in the 1997-98 school year will be placed on the attached schedule in accordance with the memorandum, which places these employees on the schedule.

9.1.5 PM Activity Run

A driver who drives the PM one building activity run shall be paid \$10.00. A driver who drives the PM two building activity run shall be paid \$20.00.

9.1.6 Summer Bus Drivers and Summer Bus Monitors

A bus driver who drives for the District during the summer months will receive \$11.00 per hour. This item is only applicable for summer assignments, which do not require layover time.

A bus driver who drives to Bloomington for the special education assignment during the summer months shall receive 70% of his/her regular hourly rate of pay. This item is only applicable for summer assignments that require layover time.

The administration, based on the I.E.P., with input from the summer route driver, would determine whether a monitor is needed for a particular summer route.

If a monitor is needed, assignment of a monitor to a route would be made by a system substantially similar to that for the assignment of summer bus drivers; and

The monitor would be paid the hourly rate established in Appendix A for Bus Monitors multiplied by the number of hours worked per day.

Following a ten-calendar day period of notification, a volunteer list of summer drivers and summer monitors will be established. A copy of this list will be forwarded to the Association President prior to the driver summer assignments. From the list, summer drivers will be assigned based on the seniority list. An exception to this would be a driving specialty, which may be needed due to a unique handicapped situation.

9.1.7 Individual Student Route

An individual student route is the pick-up of a student or students at home and delivery at school or the pick-up of a student or students at school and delivery at home because of a student's special need. An individual student route is separate from any other established route. A driver of an individual student route shall be paid at the hourly rate set for BUS DRIVER AM PM ROUTES in APPENDIX A for each route actually driven. Minimum pay is ½ hour for driving within an elementary attendance center and 1 hour for driving between elementary attendance centers.

9.2 Payroll Installments

Each employee shall be paid as close as possible one/twenty-fourth (1/24th) or one/twentieth (1/20th) of his or her annual salary on the first (1st) and fifteenth (15th) day of each month. If the pay date falls on a weekend, holiday or vacation period, the employee shall receive his or her paycheck on the last working day preceding the weekend, holiday or vacation period. The only exception shall be that the January 1 and July 1 paychecks shall be issued on the first workday following those dates, respectively. Paychecks shall be negotiable on the date they are issued. Such payment (one/twentieth or one/twenty-fourth) shall be at the option of the employee who will give written notice to the Employer thirty (30) days prior to the first paycheck. ESP's will be given a separate sheet which lists all extra pay for extra hours worked, trips, assigned duties outside the regular work day and overtime pay as per the overtime provision of this agreement. The dates of such work will be included.

9.2.1 ESP Pay for Work Completed

Beginning July 1, 2003, new employees shall be paid after, as opposed to before, the completion of work. Individuals whose employment year begins July 1st shall not receive a paycheck until July 15th. Individuals whose employment year begins August 15th of a given year shall not receive a paycheck until September 1st. Individuals whose employment year begins September 1st shall not receive a paycheck until September 15th. However, individuals whose employment begins officially September 1st, but whose duties may be called upon to begin before that day, will receive a paycheck on September 1st.

9.3 Supplemental Jobs

The supplemental pay schedule shall be set forth in Appendix B that is attached to and incorporated into this Agreement. Supplemental jobs are defined as any assignments that are in addition to the normal work schedule and/or that exceed the normal workday.

9.4 Other Supervisory Duties

If the Administration requires an employee to sell or take tickets at athletic events or serve as members of athletic bench crews (scorers and timers) the Board shall pay each employee for each evening \$25.00. Tournaments are excluded from the required duties and pay scale of Section 9.4.

9.5 Insurance – Teachers & Educational Support Professionals

- 9.5.1 For the duration of this contract, the Board will pay 91.99% toward the cost of the individual premium of the health insurance plan.
- 9.5.2 The insurance carrier shall be selected by the Board of Education, with the input of affected employees.
- 9.5.3 For the duration of this contract, for ESP employees who regularly work at least five (5) or more hours per day and at least thirty-six (36) weeks per school year, the Board shall pay 91.99% toward the cost of the individual premium of the health insurance plan. The Board shall pay 1/2 of the aforementioned amount toward the cost of the individual premium for all ESP employees who regularly work at least four (4) hours per day but less than five (5) hours per day.
- 9.5.4 All questions regarding eligibility in the District’s insurance plan rest with the insurance carrier. The employer will not pay any amount of the insurance premium for employees who have exhausted their accumulated sick leave and sick bank (if granted).

9.6 ESP Vacation Days

Full-time twelve-month employees shall receive ten (10) days of vacation after one (1) full year of service to the District. During the first year of employment, vacation shall be earned at a rate of two and one-half (2½) days per quarter worked. For example, if a custodian works two quarters during his/her first year of employment, he/she shall earn five (5) days of vacation.

Vacations shall be scheduled with the immediate supervisor. Requests for vacations must be made in writing to the immediate supervisor. Such vacation is to be taken at the convenience of the employer.

9.6.1 Accumulation and Annual Allotment

Vacation time must be used within eighteen (18) months of the date earned. Vacation time shall accrue on the following:

Years employed	Vacation Days
One (1) year through five (5) years	10 days
Six (6) years through ten (10) years	12 days
Eleven (11) years through fifteen (15) years	15 days
After fifteen (15) years	1 day for each year, up to 20 days maximum

9.7 ESP Paid Holidays

ESP employees shall earn paid holidays from the following pool: Labor Day, Columbus Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King’s Jr. Birthday, Lincoln’s Birthday (President’s Day), Casimir Pulaski Day, Friday before Easter, Monday after Easter, Memorial Day, and Independence Day. The number of paid holidays each employee earns is based on category of position, hours worked per day, and days worked per year. Please see designations below:

<u>Employee Category</u>	<u>Number of Paid Holidays From the Pool</u>
Twelve-month employees	13
Paraprofessionals, nurses, and secretaries that work seven (7) hours or more per day	8
Bus drivers, head cooks, café workers, and all employees working fewer than seven (7) hours per day	4
When Christmas Day and New Year’s Day are on:	Days of Vacation are taken:
Sunday	Monday
Monday	Monday
Tuesday	Tuesday plus ½ day Monday
Wednesday	Wednesday plus ½ day Tuesday
Thursday	Thursday plus ½ day Wednesday
Friday	Friday plus ½ day Thursday
Saturday	Friday

The District may waive any of the above holidays at its discretion. In such case, twelve-month employees will be required to work on those days without any additional salary. For each day waived by the District, the twelve-month employee shall be granted an additional vacation day.

If the State Legislature abolishes any of the above holidays, the abolished holidays will be deleted from this Agreement.

9.8 Board Paid Shelterability of Insurance Premiums

According to the authority granted under section 125 of the Internal Revenue Code, employees who elect to shelter premium contributions of the single or family plan of the major medical/health insurance plan of the District may do so by completing the appropriate election form provided by the District.

The employee agrees to follow all rules and regulations of the Internal Revenue Code regarding the sheltering of such contributions. The Board shall not be responsible for the failure of the above plan to meet the writing, enforceability, etc. as determined by the Internal Revenue Code. Should any of the above be declared improper by the Internal Revenue ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent it violates the ruling or opinion. Any individual financial liability because of an adverse ruling by the Internal Revenue Service shall be borne by the individual teacher. The Board will pay only the monthly premium for each employee participating in the plan. The Board will pay no start-up fee or administrative fee of any kind as an added cost after an agreement has been reached.

9.9 Graduate Hour Credit

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

- 9.9.1 The teacher shall present a request for course subject approval to the Superintendent in advance.
- 9.9.2 The Superintendent accepts or rejects the course based on its pertinence to the area of Education or as the course related to subjects taught.
- 9.9.3 Once advance approval for the course is given and the course is taken, the following conditions must be met prior to the teacher receiving the appropriate salary schedule placement:
 - 1. All hours must be earned at an accredited university.
 - 2. A copy of a grade card or a transcript from that university demonstrating the teacher earned a grade of "B" or better must be on file in the District's Administrative Office prior to the beginning of the appropriate school year.
- 9.9.4 Teachers shall advance to the appropriate earned step on the salary schedule at the beginning of the academic year.
- 9.9.5 No more than a total of six - (6) semester hours credit will be granted to any teacher for successful completion of all courses taken by viewing video tapes.

9.10 Continuing Education Units

Teachers may be given continuing education credit for horizontal advancement on the salary schedule at the sole discretion of the Superintendent of Schools. A teacher who wishes to advance horizontally on the salary schedule must follow all procedures as outlined in Section 9.8 of this Agreement (Graduate Hour Credit). The decision to allow such credit rests exclusively with the Superintendent of Schools and his decision to allow or deny such credit is not subject to the Grievance Procedure of this Agreement. Once approval has been given, one-hour credit shall be given for every fifteen (15) hours of actual classroom participation of the teacher. It is understood that the total number of hours of credit given to the teacher during the teacher's employment in the Prairie Central C.U.S.D. #8 towards horizontal movement on the salary schedule is four (4) in number.

9.11 Retirement/Severance Benefits

9.11.1 Teachers

1. Eligibility

To be considered for retirement and severance benefits, the teacher must, at the time of actual retirement:

- a. Have completed a minimum of fifteen (15) years of full-time employment with Prairie Central Community Unit School District #8; and
- b. Be eligible to retire under the Teachers Retirement System of the State of Illinois.

2. Plans

a. One year plan

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

In addition, the teacher shall receive a severance payment due and payable thirty-one (31), but not more than sixty (60) days after receipt of his/her final regular paycheck or last day of work, whichever is later. This payment shall not be reported as creditable earnings to TRS. The severance payment shall be calculated on an individual basis at the time of the teacher's retirement. The severance payment will be equal to twenty percent (20%) of the total TRS creditable earnings one (1) year prior to the year of retirement minus the teacher's total TRS creditable earnings in the final year of employment.

The teacher must submit his/her irrevocable letter of resignation/retirement to the Board of Education by February 15th of the school year prior to his/her retirement to be eligible for this plan.

One year plan example

The teacher's prior year TRS creditable earnings are \$65,000. The teacher's final year TRS creditable earnings will be \$68,900 ($\$65,000 \times 1.06 = \$68,900$). A twenty percent (20%) increase of the prior year's TRS creditable earnings will result in creditable earnings of \$78,000 ($\$65,000 \times 1.20 = \$78,000$). The severance payment is, therefore, the difference between \$78,000 and \$68,900, which is \$9,100.

b. Two year plan

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

In addition, the teacher shall receive a severance payment due and payable thirty-one (31), but not more than sixty (60) days after receipt of his/her final regular paycheck or last day of work, whichever is later. This payment shall not be reported as creditable earnings to TRS. The severance payment shall be calculated on an individual basis at the time of the teacher's retirement. The severance payment will be equal to twenty percent (20%) of the total TRS creditable earnings two (2) years prior to the teacher's year of retirement minus the teacher's cumulative TRS creditable earnings increases in the teacher's last two (2) years of employment.

The teacher must submit his/her irrevocable letter of resignation/retirement to the Board of Education by March 15th, two (2) years prior to his/her retirement to be eligible for the two (2) year plan.

Two year plan example

The teacher's TRS creditable earnings for the second year of the two (2) year plan will be \$73,034 ($\$68,900 \times 1.06 = \$73,034$). A twenty percent (20%) increase will result in creditable earnings of \$78,000 ($\$65,000 \times 1.20 = \$78,000$). The severance payment is, therefore, the difference between \$78,000 and \$73,034, which is \$4,966.

c. **Three year plan**

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

In addition, the teacher shall receive a severance payment due and payable thirty-one (31), but not more than sixty (60) days after receipt of his/her final regular paycheck or last day of work, whichever is later. This payment shall not be reported as creditable earnings to TRS. The severance payment shall be calculated on an individual basis at the time of the teacher's retirement. The severance payment will be equal to twenty percent (20%) of the total TRS creditable earnings three (3) years prior to the teacher's year of retirement minus the teacher's cumulative TRS creditable earnings increases in the teacher's last two (2) years of employment.

The teacher must submit his/her irrevocable letter of resignation/retirement to the Board of Education by March 15th, three (3) years prior to his/her retirement to be eligible for the three (3) year plan.

Three year plan example

The teacher's TRS creditable earnings for the third year of the three (3) year plan will be \$77,416 ($\$73,034 \times 1.06 = \$77,416$). A twenty percent (20%) increase will result in creditable earnings of \$78,000 ($\$65,000 \times 1.20 = \$78,000$). The severance payment is, therefore, the difference between \$78,000 and \$77,416, which is \$584.

d. **Four year plan**

For the final four (4) years of employment, the teacher's TRS creditable earnings shall be increased each year by six percent (6%) over the teacher's TRS creditable earnings for the prior year of employment respectively.

The four year plan offers no severance payment.

The teacher must submit his/her irrevocable letter of resignation/retirement to the Board of Education by March 15th, four (4) years prior to his/her retirement to be eligible for the four (4) year plan.

Four year plan example

The teacher's TRS creditable earnings for the fourth year of the four (4) year plan will be \$82,061 ($\$77,416 \times 1.06 = \$82,061$).

9.11.2 ESPs

An ESP who has completed a minimum of twenty (20) years of full-time employment with the District and is eligible to retire under IMRF, shall be eligible for a salary increase of ten percent (10%) of his/her final year's salary, provided that written notification of retirement is submitted to the Board of Education prior to February 15th of the year prior to retirement.

9.11.3 The Board:

1. Shall retain the right to limit the number of those full-time employees granted an incentive bonus to six (6) teachers and six (6) ESP's in number per year, provided they have met the requirements above.
2. Shall determine the order of participation among applicants in early-out retirement.

In the event that more employees than designated in Article 9.11.3 (1) apply for the early retirement incentive, the most senior employees as determined by Article V, Sections 5.12.A. through 5.12.G. shall be provided the early retirement incentive.

3. Shall notify employees who have applied for early retirement under this section by May 1 if the request is granted.
4. May, notwithstanding the deadline for retirement notification, and at its sole discretion, grant approval of a request for a retirement incentive plan submitted after the established deadline. The decision to approve or deny requests under this provision shall be final and not subject to the grievance procedure.

9.11.4 The retirement incentive (distinguished from severance pay) shall be creditable income to the employee's retirement fund and shall be included in the employee's last paycheck in the designated year of employment.

9.11.5 The retirement incentive (Article 9.11) is considered null and void at the termination of the current Collective Bargaining Agreement term. A long-term (multi-year) retirement commitment entered into prior to the termination of the current Collective Bargaining Agreement, the execution of which is to occur after the termination of the current Collective Bargaining Agreement, shall be honored.

9.11.6 It is understood that the 6% retirement benefit shall be paid to the teacher in lieu of the teacher's advancement horizontally or vertically on the salary schedule.

9.11.7 If the creditable income that formed the basis for the 6% calculation is reduced or eliminated at the request of the employee, the benefit shall change commensurately. For example, if an employee applies for the 6% benefit, then resigns an extra-duty position during the benefit earning period, the benefit will be re-calculated recognizing the loss of creditable income.

Ex:	<u>With Extra Duty</u>		<u>Without Extra Duty</u>	
	Salary=	\$60,000	Salary=	\$60,000
	Extra Duty Pay=	\$3,000	Resignation from Extra Duty	
	Total=	\$63,000	Total	\$60,000
	Year 1 Benefit Salary	\$66,780	Year 1 Benefit Salary	\$63,600

9.11.8 If, during the term of this contract, any law is enacted or not re-enacted that results in a greater cost to the District for an employee to retire (including cost imposed by legislatively enacted or not re-enacted early retirement program) than the cost in effect as of the date this contract is entered into, the parties shall meet within thirty (30) days of the enactment of such law to negotiate a new retirement incentive provision. Any employee affected by the change in law shall be eligible for early retirement under the subsequent retirement incentive plan agreed to following such negotiations.

*This provision is tentatively agreed to and ratified with the understanding that Section 9.11 shall be submitted to the Teachers Retirement System (TRS) for review and to obtain reasonable assurance that the District will incur no penalties or additional assessments resulting from such Section and that the language of Section 9.11 is not otherwise problematic to TRS. The language shall be revised through the negotiation process as necessary based upon the findings from TRS and resubmitted and revised until reasonable assurance is obtained.

9.12 Mileage

If the administration requires an employee to use his/her privately owned automobile for job related travel it shall be reimbursed. The Superintendent shall establish a list at the beginning of each school year, which will determine those individuals who will be required to use their automobiles. A copy of this list will be forwarded to the Association President. The rate of reimbursement shall be:

2009-2012: \$0.45

9.13 Reimbursement for Education

The Board shall reimburse teachers for graduate level college coursework in an amount equivalent to that of tuition. The established rate shall be no greater than \$175.00 per credit hour for the duration of this contract. The maximum amount the district will pay per teacher during the teacher's employment at Prairie Central C.U.S.D #8 shall be \$4,000.00 for the 2009-2010 school term and \$4,400.00 for 2010-2011 and 2011-2012 school terms.

Teachers must submit a request for reimbursement in writing prior to taking any course to the Superintendent. A request for course approval must be submitted thirty (30) days prior to the start of class. The Superintendent's decision to accept or reject the course shall be final.

A copy of the grade card or transcript from the university demonstrating the teacher earned a grade of "B" or better must be on file in the District's Administrative Office. Approved reimbursement shall occur, after the fact, through the District's regular bill payment schedule. If all necessary verifications are received by the first (1st) day of the month, the payment for approved tuition expenses shall be received within sixty (60) calendar days after being submitted.

9.14 M+40

A teacher who achieves the M + 40 column on the salary schedule after September 1, 2004 may, from time-to-time, be required to make presentations on topics in his/her area of expertise at institutes or workshops, or to otherwise share information in a formal or informal setting that may be beneficial to other staff members.

ARTICLE X GRIEVANCE

10.1 Definitions

- 10.1.1 A grievance is a claim by the Association, an employee, or group of employees involving an alleged violation, misinterpretation, or misapplication of the terms of this agreement.
- 10.1.2 All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.
- 10.1.3 Nothing contained herein shall be construed as to limit the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of the agreement.

10.2 Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

- 10.2.1 Step One - Unless the grievance is of a continuing nature, the grievant or Association shall present the grievance in writing within ten (10) days of the occurrence of the event giving rise to the grievance or within ten (10) days of the knowledge thereof, specifying the article and clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved. In the case of a continuing grievance, the arbitrator shall be restricted in his/her decision to no more than six (6) months of retroactive award. The supervisor shall arrange for a meeting to take place within ten (10) days of his/her receipt of the written grievance. The supervisor shall provide a written response to the grievance within ten (10) days after the meeting.
- 10.2.2 Step Two - If the grievance is not resolved at Step One, the aggrieved or Association may refer the grievance to the Superintendent or official designee within the (10) days after the receipt of the Step One answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of his receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response.

10.2.3 **Step Three** - If the Association is not satisfied with the disposition of the grievance at Step Two or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings.

If a demand for arbitration is not filed within thirty (30) days of the date for the Step Two answer, then the grievance shall be deemed withdrawn. If both parties agree, the Expedited Arbitrator Rules of the American Arbitration Association shall be used. If either party disagrees to use the Expedited Arbitration Rules, the grievance shall be processed using the Voluntary Labor Arbitration Rules.

1. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the School Board and the Association, and his decision must be based only upon his interpretation of the meaning or application of the express relevant language of the Agreement.
2. Each party shall bear the full costs for its representation in the grievance procedure.
3. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Association.
4. Each party shall share equally the cost of the arbitrator and the AAA.

10.3 Time Limits

Failure of an employee or Association to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits shall be extended by mutual consent.

10.4 No Interruption

Any investigation, handling, or processing of any grievance by the grievant shall be conducted so that instructional programs and related work activities of the grievant or the teaching staff are not interrupted.

10.5 By-Pass

Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two if mutually agreed upon by the employee and the Superintendent.

10.6 Class Grievances

The Association at Step Two may initially file class grievances involving one or more employees or one or more supervisors and grievances involving an administrator above the building level.

10.7 Right of Representation

The Board acknowledges the right of the employee to have an Association representative present, if the grievant requests one, at steps 2 and 3. No employee shall be required to discuss any grievance if the Association representative is not present, if one is requested.

10.8 No Reprisals

No reprisals shall be taken by the Board or the Administration against an employee because of their participation in a grievance.

10.9 Release from Assignments

With the Superintendent's approval, the grievant may be released from his/her regular assignment without loss of pay or benefits to attend the meetings specified in Section 8.2 of steps A, B, C. In addition, the Association designee shall be released from his/her regular assignment, but the Association shall reimburse the District for the cost of the substitute if one is hired.

10.10 Filing of Records

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

10.11 Grievance Withdrawal

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

10.12 Postponement

If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of the Arbitrator's cancellation fee.

**ARTICLE XII
LEAVES**

11.1 Paid Leaves

11.1.1 Sick Leave

Regular employed teachers and non-certified staff shall be entitled to sick leave according to the following schedule:

Bus drivers with both AM & PM routes and employees who work:

	<u>3 ¾ hours or more</u>	<u>Specialized part-time</u>
Certified and school-year ESPs	twelve (12) days	five (5) days
Extended year ESPs	thirteen (13) days	five (5) days
Twelve-month employees	fourteen (14) days	five (5) days

Unused sick leave shall accumulate to a maximum of 380 days, including the leave of the current year. There will be no limit on accumulation of sick leave days for retirement purposes. The district shall research records to determine if employees have accumulated sick days beyond the maximum number allowable by the previous contract. For example:

If a certified teacher had actually accumulated 280, which is 60 more days than allowable by the bargaining agreement, the teacher would be granted an additional 60 days during the employees last year.

1. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness, or death in the immediate family or household.
2. For the purpose of sick leave, "immediate family" shall include parents, spouse, domestic partner, mother (step-mother, mother-in-law), father (step-father, father-in-law), daughter (step-daughter, daughter-in-law), son (step-son, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (step-sister, sister-in-law), brother (step-brother, brother-in-law), niece, nephew, aunt, uncle, anyone of whom the employee is a legal guardian, and any person living in the household of the bargaining unit member.
3. A maximum of two days of sick leave may be used to attend the funeral of loved ones not included in 11.1.1.2.
4. The Board may require a physician's certificate as a basis of pay after an absence of three (3) days for personal illness, or as it may deem necessary in either case.
5. Prior to the issuance of the first paycheck, the Superintendent or his/her designee shall issue to each employee a statement of the employee's accumulated sick leave.

11.1.2 Personal Leave – Employees

Each non-certified employee who regularly works at least five (5) hours or more per day and all full-time teachers shall be entitled to two (2) personal leave days per year subject to the following restrictions:

1. The employee shall notify the principal or immediate supervisor prior to taking personal leave; subject to approval by the administration and the availability of substitutes. No reason shall be given. The employee will notify the principal or immediate supervisor five (5) working days in advance of taking the personal leave so a qualified substitute may be found.
2. No days may be used immediately before or immediately after a holiday or vacation period. No days may be used during the first two or last two weeks of student attendance except for graduation or funeral of a non-immediate family member. Employees may use personal leave during this time for attending the high school or college graduation ceremonies of the employee's children, grandchildren, or a wedding of an immediate family member. Employees may request personal leave days during the aforementioned period at the discretion of the Superintendent.
3. Such personal leave may not be used in increments of less than one-half (1/2) day at a time.
4. Personal leave days shall be granted to no more than fourteen (14) employees on any given day. Additional employees may be granted leave at the discretion of the superintendent.
5. Employees may accumulate a maximum of four (4) personal days.
6. A maximum of four (4) unused personal days at the end of a school year may be added to accumulated sick leave at a ratio of two (2) sick leave days for each unused personal day for ESP employees.

A maximum of four (4) unused personal days at the end of a school year may be added to accumulated sick leave at a ratio of one (1) sick leave day for each unused personal day for teachers.

11.1.3 Personal Leave Reimbursement

An employee may be reimbursed for one (1) unused personal leave day per year, provided the day has not been converted to accumulated sick time. The rates of reimbursement are as follows:

Full-time certified staff	\$90.00
Full-time non certified staff	\$45.00 or 75% of daily rate, whichever is less

The employee shall notify the Superintendent by the last day of school whether he/she wishes reimbursement or conversion to accumulated sick leave.

11.1.4 Professional Leave

Each teacher may use two (2) professional days per year to attend a workshop, conference, or professional meeting in the teacher's field. Written request must be given to the building principal at last five (5) days prior to the scheduled workshop. The District shall reimburse the teacher for any fees for attending the workshop and mileage at the current district rate to and from the workshop. If the meeting requires an overnight stay, the District will reimburse the teacher for lodging, not to exceed the state reimbursement rate. The Board shall reimburse the teacher for meals at a rate of: \$7.00 for breakfast, \$9.00 for lunch, \$11.00 for dinner. In the case of more than one teacher attending the workshop, the District shall be responsible for mileage costs of one automobile. The following conditions are established for the granting of professional leave:

1. The granting of requests for professional leave is at the discretion of the building administrator and superintendent and shall be driven by:
 - a. The District's or building's school improvement process.
 - b. The specific needs of the staff member.
2. The District agrees to provide substitute teachers for approved professional days.
3. Fees, mileage, lodging, and meals incurred by a teacher as a result of an approved conference/workshop are reimbursable by the District at a rate of \$200 per staff member per school year, vouchered only according to the District's available resources. Each building shall, each year, be assigned a line-item for purposes of teacher workshops, conferences, or professional meetings. The item shall be divided equally among the building's professional staff (taking into consideration traveling and special teachers). Each teacher may then put the allotted amount toward approved workshops, conferences, or professional meetings.
4. The use of grant monies for a teacher's attendance at workshops, conferences, or professional meetings is exempt from the provisions of this article.
5. Teachers may be reasonably asked to share information from workshops, conferences, or professional meetings with colleagues (in a medium decided by the administrator and teacher).
6. Only one (1) representative from a building may attend the same conference. Additional teachers may attend the same conference at administrative discretion.

Unless stated differently in this Agreement, a teacher or an ESP required by the administration to attend a workshop, conference, or professional meeting directly related to his/her current assignment will be reimbursed in full for fees, mileage, lodging, or meal expenses incurred, and not charged with a professional day.

Attendance at coaching workshops, clinics, conferences, and meetings is incorporated into the Article. No employee may use, at his/her request, more than two (2) total professional days. As per item 3 above, each athletic department shall, each year, be assigned a line-item for purposes of coaching workshops, clinics, conferences, and meetings. The item shall be divided equally among the coaches in each department. Each coach may then put the allotted amount toward approved workshops, conferences, or professional meetings.

11.2 Unpaid Leaves

11.2.1 Educational Support Professionals

ESP's may request days without pay. Such request shall be in writing and given to the building principal/supervisor at least forty-eight (48) hours prior to the day of absence. In no case will more than ten (10) dock days be granted an individual employee per year. The ten (10) day restriction may be waived at the discretion of the Superintendent. Pay shall be docked at the rate of the regular hourly pay rate/daily rate.

11.2.2 Tenured Teachers

1. Leaves of absence without pay may be granted to tenured teachers who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the district as determined by the Board.
2. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one year may be granted to tenured teachers according to the following conditions:
 - a. Written requests for leaves of absence without pay should be made at least ninety (90) days before the leave is desired, subject to approval by the Board. The Board may waive the ninety (90) days parameter.
 - b. Dates of departure and return must be acceptable to the Administration and determined prior to initiating the request.
 - c. Leaves of less than one month, if acceptable and approved by the Superintendent, will not require Board approval nor the three (3) month's notice.
 - d. Employees will not advance on the salary schedule while on any approved leave of absence without pay unless working at least ninety (90) days in any given school year in which the leave is effective.
 - e. The employee shall inform the Superintendent of his/her intent to return to a similar position for the following school year not later than February 1.
 - f. A teacher on leave of absence without pay shall not lose tenure. An unpaid leave of absence shall not count when determining District seniority.
 - g. Teachers on such leave may continue insurance benefits subject to the insurance carrier and if they reimburse the District the costs of the insurance premium at least ten (10) days prior to the insurance due date.

11.3 Association Leave

In the event that the Association desires to send representatives to local, state, or national conferences, these representatives shall be excused without loss of salary provided the Association reimburses the District the cost of the substitutes and the Association submits a written request at least ten (10) days prior to the intended leave.

11.3.1 No more than three (3) Association representatives shall be excused on the same day.

11.3.2 The Association is restricted to nine (9) total days of Association leave.

11.4 Family and Medical Leave

11.4.1 Eligibility

1. All employees covered by the terms of this Agreement who have worked at least 1250 hours during the 12 months preceding the start of the leave and who have been employed by the Board for at least 12 calendar months as of the date of their application for the leave shall be eligible for Family and Medical Leave in accordance with the provisions agreed to and set forth in this Agreement.
2. Nothing in this Agreement shall be construed to deny an employee eligibility for other leaves or benefits provided by the terms of this Agreement or provided by state or federal statutes or administrative rules and regulations.

11.4.2 Availability

Family and Medical Leave shall be limited to a total of 12 weeks in a school year and shall be available to an employee for the following purposes:

1. Birth and care of a child for the first year following birth;
2. Adoption or placement of foster children in the employee's home;
3. The employee's own serious medical condition;
4. The serious medical condition of an employee's spouse, child, or parent; and
5. Any other purpose allowed by the Family and Medical Leave Act (FMLA).

11.4.3. Usage

1. If an employee is entitled to paid leave, the employee may take the paid leave during the term of the family medical leave, however the combination of paid leave and family medical leave shall be limited to 12 weeks as per the FMLA. Reduced, altered, or intermittent work schedules may be accommodated as provided in the Act; an employee shall substantiate, upon request, reasons why leave is necessary and treatment schedule, if applicable. The limitations placed on length of leave by this section shall not in any way affect the length of other leaves which may be available.
2. Spouses who are employed by the District are entitled to a combined total of 12 weeks of leave for the reasons stated in B. above and subject to all of the limitations of this section.

11.4.4 Notification and Certification Procedure

1. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee shall provide reasonable prior notice not less than 30 calendar days prior to the leave.
2. An employee shall substantiate his/her eligibility for leave; the choice of when to utilize the leave shall be at the employee's discretion.
3. For leave taken because of the employee's or a covered individual's serious health condition, the Board may require the employee to have the appropriate health care provider provide certification.
4. The employee shall have at least 15 calendar days to respond.
5. If the Board has reasonable cause to doubt the validity of a medical certification, it may require the employee to obtain a second opinion from an independent health care provider at the Board's expense. If the opinions differ, the Board may require the employee to obtain certification from a third health care provider, at the Board's expense.

11.4.5 Disclosure of Medical Information

All medical information pertaining to an employee or to a covered individual shall be considered confidential and shall not be released to any third party without the employee's or the covered individual's prior written authorization.

11.4.6 Benefits

1. The Family and Medical Leave is an unpaid leave. Nothing herein prohibits an employee from using accumulated sick leave during the Family and Medical Leave.
2. For purpose of this Family and Medical Leave only, an employee on an unpaid portion of a family or medical leave of absence shall continue to receive group insurance benefits for up to a total of 12 weeks.
3. Benefits other than the group health insurance coverage (e.g., sick leave, personal leave, seniority) shall not continue to accrue during Family and Medical Leave. No employee who takes a leave under this provision will lose any employment benefit that accrued before the date the leave began, and such leave shall be considered continued service for participation in the appropriate retirement system.

11.5 Jury Service and Other Related Appearances Leaves

There shall be no loss in salary because of jury duty or because an employee pursuant to subpoena issued by the clerk of a court and served on such employee, attends as a witness upon trial or to have his/her deposition taken in any school related matter pending in court, except that the board may make a deduction equal to the amount received for such jury duty or for per diem fees which the employee is entitled to receive for complying with such subpoena.

**ARTICLE XII
SICK BANK
TEACHERS**

12.1 Conditions

Any tenured teacher currently employed in the District shall be entitled to draw from the bank provided the teacher has contributed, upon request, at least one (1) day of his/her accumulated sick leave to the Bank and all the following conditions are met by the teacher:

- 12.1.1 The teacher must make written application to the sick bank governing committee in order to utilize the sick bank.
- 12.1.2 Eligibility will not be reviewed by the governing committee until the teacher has exhausted all of his/her sick leave and personal leave days.
- 12.1.3 The teacher must produce a physician's statement of proof that he/she is ill. The physician's statement must state the specific illness of the teacher and the approximate length of recovery time.

12.2 Sick Bank Governing Committee

Utilization of the sick leave bank will be subject to approval of the sick bank governing committee. Said committee shall consist of the Association President and one building representative and two (2) representatives of the Board/Administration.

12.3 Maximum Benefit

The maximum number of days any teacher may draw from the Bank is a total of eighty (80) days during the teachers' employment in the Prairie Central C.U.S.D. #8.

12.4 Worker's Compensation

Absences due to injury incurred in the course of the teachers' workday while assigned teaching duties shall be treated as sick leave. However, once the teacher has exhausted all of his sick and personal leave days the teacher may apply for the sick bank benefit. If the governing committee so approves the Bank will supplement the difference between the gross salary of the teacher and the money received by the teacher from Worker's Compensation. In no case shall the teacher receive more than one hundred per cent (100%) of his/her gross salary for a total as stated above.

12.5 Depletion of Sick Bank

After all sick days contributed by the teachers' are depleted, teachers will be asked to contribute an additional day of accumulated sick leave to the bank.

12.6 Access to Grievance Procedure

The parties agree that Article 12, Sick Bank is not subject to the grievance procedure.

12.7 Annual Notification

The Superintendent will, within ten (10) school days of the beginning of each school year, notify all non-participating eligible staff of the Sick Bank, and the opportunity to participate. Eligible staff must sign up for participation within ten (10) school days after notification by the Superintendent.

**ARTICLE XIII
SICK LEAVE BANK
EDUCATIONAL SUPPORT PROFESSIONALS**

13.1 Conditions

Any ESP employee currently employed in the District for at least four (4) or more years shall be entitled to draw from the bank provided the ESP has contributed, upon request, at least one (1) day of his/her accumulated sick leave to the Bank and all the following conditions are met by the ESP:

- 13.1.1 The ESP must make written application to the sick bank governing committee in order to utilize the sick bank.
- 13.1.2 Eligibility will not be reviewed by the governing committee until the ESP has exhausted all of his/her sick leave and personal leave days.
- 13.1.3 The ESP must produce a physician's statement of proof that he/she is ill. The physician's statement must state the specific illness of the ESP and the approximate length of recovery time.

13.2 Sick Bank Governing Committee

Utilization of the sick leave bank will be subject to approval of the sick bank governing committee. Said committee shall consist of the Association President and one building representative and two (2) representatives of the Board/Administration.

13.3 Maximum Benefit

The maximum number of days any ESP may draw from the Bank is a total of eighty (80) days during the ESP's employment in the Prairie Central C.U.S.D. #8.

13.4 Worker's Compensation

Absences due to injury incurred in the course of the ESP's work shall be treated as sick leave. However, once the ESP has exhausted all of his sick and personal leave days the ESP may apply for the sick bank benefit. If the governing committee so approves the Bank will supplement the difference between the gross salary of the ESP and the money received by the ESP from Worker's Compensation. In no case shall the ESP receive more than one hundred per cent (100%) of his/her gross salary for a total as stated above.

13.5 Depletion of Sick Bank

After all sick days contributed by the ESP's' are depleted, ESP's will be asked to contribute an additional day of accumulated sick leave to the bank.

13.6 Access to Grievance Procedure

The parties agree that Article 13, Sick Bank is not subject to the grievance procedure.

13.7 Annual Notification

The Superintendent will, within ten (10) school days of the beginning of each school year, notify all non-participating eligible staff of the Sick Bank, and the opportunity to participate. Eligible staff must sign up for participation within ten (10) school days after notification by the Superintendent.

**ARTICLE XIV
EFFECT OF AGREEMENT**

14.1 Complete Understanding

The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

14.2 One Document

When the Board and the Association reach tentative agreement on all items being negotiated, the same will be reduced to one document and shall be presented to the membership of the Association for ratification and to the full Board for official approval.

14.3 Individual Contracts

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

14.4 Savings Clause

Should a court of competent jurisdiction declare any article, section, or clause of this agreement illegal, then that article section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

14.5 Term of Agreement

Following ratification of this Agreement by the members of the Association and final approval by the Board, it shall be effective on the 1st day of the 2009-2010 school term. The language portion of the Agreement shall be in effect from the 1st day of the 2009-2010 school term and until the last day of the 2011-2012 school term (three (3) years). The salary and wage portion of the Agreement shall be in effect from the 1st day of the 2011-2012 school term and until the last day of the 2011-2012 school term (one (1) year).

This agreement is signed this 18th day of August, 2011.

In Witness thereof:

For Prairie Central Unit #8
Education Association/IEA-NEA

For the Prairie Central Unit #8
Board of Education

**President
Rebecca Shafer**

**President/Chief Negotiator
Patricia Haberkorn**

Committee Co-Chair-Brad Kilcullen

Negotiator-Jason Dotterer

Committee Co-Chair-Rhonda McClellan

Negotiator-Barbara Schlatter

Committee Person-Ann Egleton

Negotiator-Ann Steidinger

Committee Person-Dawn Steidinger

Negotiator Observer-Jeffrey Austman

Negotiator

Negotiator Observer-Mark Slagel

Negotiator Observer-Corey Steffen

Appendix A: Prairie Central CUSD #8 Teacher Salary Schedule 2011-2012

Intervals:	\$1,317	\$1,450	\$1,500	Longevity: \$250 Added to Pay of People in Last Cell																	
Year	Interval	Bachelors	Interval	B+8	Interval	B+16	Interval	B+24	Interval	Masters	Interval	M+8	Interval	M+16	Interval	M+24	Interval	M+32	Interval	M+40	
0	\$ 1,317	\$ 34,584	\$ 1,317	\$ 35,901	\$ 1,317	\$ 37,218	\$ 1,317	\$ 38,535	\$ 1,450	\$ 39,985	\$ 1,450	\$ 41,435	\$ 1,450	\$ 42,885	\$ 1,450	\$ 44,335	\$ 1,450	\$ 45,785	\$ 1,450	\$ 47,235	
1	\$ 1,317	\$ 35,901	\$ 1,317	\$ 37,218	\$ 1,317	\$ 38,535	\$ 1,317	\$ 39,852	\$ 1,450	\$ 41,302	\$ 1,450	\$ 42,752	\$ 1,450	\$ 44,202	\$ 1,450	\$ 45,652	\$ 1,450	\$ 47,102	\$ 1,450	\$ 48,552	
2	\$ 1,317	\$ 37,218	\$ 1,317	\$ 38,535	\$ 1,317	\$ 39,852	\$ 1,317	\$ 41,169	\$ 1,450	\$ 42,619	\$ 1,450	\$ 44,069	\$ 1,450	\$ 45,519	\$ 1,450	\$ 46,969	\$ 1,450	\$ 48,419	\$ 1,450	\$ 49,869	
3	\$ 1,317	\$ 38,535	\$ 1,317	\$ 39,852	\$ 1,317	\$ 41,169	\$ 1,317	\$ 42,486	\$ 1,450	\$ 43,936	\$ 1,450	\$ 45,386	\$ 1,450	\$ 46,836	\$ 1,450	\$ 48,286	\$ 1,450	\$ 49,736	\$ 1,450	\$ 51,186	
4	\$ 1,317	\$ 39,852	\$ 1,317	\$ 41,169	\$ 1,317	\$ 42,486	\$ 1,317	\$ 43,803	\$ 1,450	\$ 45,253	\$ 1,450	\$ 46,703	\$ 1,450	\$ 48,153	\$ 1,450	\$ 49,603	\$ 1,450	\$ 51,053	\$ 1,450	\$ 52,503	
5	\$ 1,317	\$ 41,169	\$ 1,317	\$ 42,486	\$ 1,317	\$ 43,803	\$ 1,317	\$ 45,120	\$ 1,450	\$ 46,570	\$ 1,450	\$ 48,020	\$ 1,450	\$ 49,470	\$ 1,450	\$ 50,920	\$ 1,450	\$ 52,370	\$ 1,450	\$ 53,820	
6	\$ 1,317	\$ 42,486	\$ 1,317	\$ 43,803	\$ 1,317	\$ 45,120	\$ 1,317	\$ 46,437	\$ 1,450	\$ 47,887	\$ 1,450	\$ 49,337	\$ 1,450	\$ 50,787	\$ 1,450	\$ 52,237	\$ 1,450	\$ 53,687	\$ 1,450	\$ 55,137	
7	\$ 1,317	\$ 43,803	\$ 1,317	\$ 45,120	\$ 1,317	\$ 46,437	\$ 1,317	\$ 47,754	\$ 1,500	\$ 49,254	\$ 1,450	\$ 50,704	\$ 1,450	\$ 52,154	\$ 1,450	\$ 53,604	\$ 1,450	\$ 55,054	\$ 1,450	\$ 56,504	
8	\$ 1,317	\$ 45,120	\$ 1,317	\$ 46,437	\$ 1,317	\$ 47,754	\$ 1,317	\$ 49,071	\$ 1,500	\$ 50,571	\$ 1,500	\$ 52,071	\$ 1,450	\$ 53,521	\$ 1,450	\$ 54,971	\$ 1,450	\$ 56,421	\$ 1,450	\$ 57,871	
9	\$ 1,317	\$ 46,437	\$ 1,317	\$ 47,754	\$ 1,317	\$ 49,071	\$ 1,317	\$ 50,388	\$ 1,500	\$ 51,888	\$ 1,500	\$ 53,388	\$ 1,500	\$ 54,888	\$ 1,450	\$ 56,338	\$ 1,450	\$ 57,788	\$ 1,450	\$ 59,238	
10		\$ 1,317	\$ 49,071	\$ 1,317	\$ 50,388	\$ 1,317	\$ 51,705	\$ 1,500	\$ 53,205	\$ 1,500	\$ 54,705	\$ 1,500	\$ 56,205	\$ 1,500	\$ 57,705	\$ 1,450	\$ 59,155	\$ 1,450	\$ 60,605		
11			\$ 1,317	\$ 51,705	\$ 1,317	\$ 53,022	\$ 1,500	\$ 54,522	\$ 1,500	\$ 56,022	\$ 1,500	\$ 57,522	\$ 1,500	\$ 59,022	\$ 1,500	\$ 60,522	\$ 1,450	\$ 61,972			
12				\$ 1,317	\$ 54,339	\$ 1,500	\$ 55,839	\$ 1,500	\$ 57,339	\$ 1,500	\$ 58,839	\$ 1,500	\$ 60,339	\$ 1,500	\$ 61,839	\$ 1,500	\$ 63,339	\$ 1,500	\$ 64,839		
13					\$ 1,500	\$ 57,339	\$ 1,500	\$ 58,839	\$ 1,500	\$ 60,339	\$ 1,500	\$ 61,839	\$ 1,500	\$ 63,339	\$ 1,500	\$ 64,839	\$ 1,500	\$ 66,339	\$ 1,500	\$ 67,839	
14						\$ 1,500	\$ 60,339	\$ 1,500	\$ 61,839	\$ 1,500	\$ 63,339	\$ 1,500	\$ 64,839	\$ 1,500	\$ 66,339	\$ 1,500	\$ 67,839	\$ 1,500	\$ 69,339		
15							\$ 1,500	\$ 63,339	\$ 1,500	\$ 64,839	\$ 1,500	\$ 66,339	\$ 1,500	\$ 67,839	\$ 1,500	\$ 69,339	\$ 1,500	\$ 70,839			
16								\$ 1,500	\$ 66,339	\$ 1,500	\$ 67,839	\$ 1,500	\$ 69,339	\$ 1,500	\$ 70,839	\$ 1,500	\$ 72,339				
17									\$ 1,500	\$ 69,339	\$ 1,500	\$ 70,839									
18										\$ 1,500	\$ 72,339										
19																					

**Appendix A (Cont.): Prairie Central CUSD #8 ESP Wage Schedule
2011-2012**

Basic Rates (By Category of Position)

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12*
<u>Interval</u>	1.00	1.03	1.06	1.09	1.12	1.15	1.18	1.21	1.24	1.27	1.30	1.36
<u>Paraprofessional</u>												
Para (0-30 Hrs)	11.49	11.84	12.18	12.53	12.87	13.22	13.56	13.91	14.25	14.59	14.94	15.63
Para (30+ Hrs)**	11.99	12.34	12.68	13.03	13.37	13.72	14.06	14.41	14.75	15.09	15.44	16.13
<u>Bus Routes</u>												
AM/PM Rts	16.51	17.01	17.50	18.00	18.50	18.99	19.49	19.98	20.48	20.97	21.47	22.46
Kinder/LACC	13.60	13.60	13.60	13.60	13.60	13.60	13.60	13.60	13.60	13.60	13.60	13.60
AM/PM Shuttle	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43	4.43
Monitor	10.08	10.38	10.68	10.99	11.29	11.59	11.89	12.20	12.50	12.80	13.10	13.71
<u>Cafeteria</u>												
Head Cook	12.93	13.32	13.70	14.09	14.48	14.87	15.26	15.64	16.03	16.42	16.81	17.58
Café Worker	11.16	11.50	11.83	12.16	12.50	12.83	13.17	13.50	13.84	14.17	14.51	15.18
<u>Maintenance/Custodial</u>												
Maintenance	15.19	15.65	16.10	16.56	17.02	17.47	17.93	18.38	18.84	19.29	19.75	20.66
Head Custodian	14.52	14.96	15.40	15.83	16.27	16.70	17.14	17.57	18.01	18.45	18.88	19.75
Lead Custodian***	12.29	12.65	13.02	13.38	13.74	14.10	14.47	14.83	15.19	15.55	15.92	16.64
Custodian I	12.09	12.45	12.82	13.18	13.54	13.90	14.27	14.63	14.99	15.35	15.72	16.44
<u>Health Care</u>												
RN	15.99	16.47	16.95	17.43	17.91	18.39	18.87	19.35	19.83	20.31	20.78	21.74
LPN	13.81	14.22	14.64	15.05	15.46	15.88	16.29	16.71	17.12	17.53	17.95	18.78
<u>Secretary</u>												
Secretary	13.71	14.12	14.53	14.94	15.35	15.76	16.17	16.59	17.00	17.41	17.82	18.64
<u>Technology</u>												
Computer Technician	20.75	21.37	21.99	22.61	23.23	23.86	24.48	25.10	25.72	26.35	26.97	28.21

*District longevity (Continued, Uninterrupted Service)

Years 13-14: 1% added to annual base wage

Years 15-19: 1.5% added to annual base wage

Years 20-24: 2% added to annual base wage

Years 25-29: 3% added to annual base wage

Years 30+: 4% added to annual base wage

**Wage = Para (0-30) + \$.50

***Wage = Custodian I + \$.20

**Prairie Central CUSD #8 Extra-Duty Stipend Schedule
2010-2011**

Position

% of
Base

Position

% of
Base

Position

% of
Base

Position

% of
Base

Position

% of
Base

NON-ATHLETIC

High School Department Chair

Agriculture 1.50%

Business 1.50%

Family/Cons Science 1.50%

Industrial Arts 1.50%

Language Arts 2.00%

Fine Arts 2.00%

Math/Computers 2.00%

PE/Health/DE 2.00%

Science 2.00%

Social Studies 2.00%

Special Education 2.00%

High School Class Sponsor

Freshman 0.50%

Freshman 0.50%

Sophomore 0.50%

Sophomore 0.50%

Junior 1.00%

Junior 1.00%

Junior 1.00%

Senior 0.50%

Senior 0.50%

Senior 0.50%

Upper Elementary Activity Sponsor

Math Team 1.00%

High School Music Director 15.00%

Instrumental Music 6.00%

Instr Music-Assist 6.00%

Flags 6.00%

Instrumental-Summer 8.00%

Instr-Summer-Assist 4.00%

Drumline 8.00%

Vocal Music 9.00%

Musical 7.00%

Musical-Assist 4.00%

Musical Pit Band 2.00%

Musical Technical 1.00%

Accompanist 2.50%

Junior High Music Director 4.00%

Instrumental Music 4.00%

Vocal Music 4.00%

Elementary Music Director

Elementary Programs 1.00%

Elementary Programs 1.00%

Elementary Programs 1.00%

Elementary Programs 1.00%

High School Theatre Director 3.00%

Fall Play 3.00%

Fall Play Technical 1.00%

Theatre Art Design 1.00%

ATHLETIC

High School Coach

Baseball-Var 12.00%

Baseball-Soph 10.00%

Baseball-Soph-Assist 6.00%

Baseball-Boys-Var 15.00%

Baseball-Boys-Assist 8.00%

Baseball-Boys-Soph 12.00%

Baseball-Boys-Fresh 12.00%

Baseball-Girls-Var 15.00%

Baseball-Girls-Assist 8.00%

Baseball-Girls-Soph 12.00%

Baseball-Girls-Fresh 12.00%

Cheerleading-Fall 6.00%

Cheerleading-Winter 10.00%

Cross-Country 10.00%

Cross-Country-Assist 5.00%

Football-Var-Head 15.00%

Football-Soph-Head 12.00%

Football-Fresh-Head 12.00%

Football-Var-Assist 12.00%

Football-Var-Assist 12.00%

Football-Soph-Assist 10.00%

Football-Fresh-Assist 10.00%

Golf-Boys 8.00%

Golf-Girls 8.00%

Pom/Dance 10.00%

Softball-Var 12.00%

Softball-Soph 10.00%

Track-Var-Boys 12.00%

Track-Soph-Boys 10.00%

Track-Var-Girls 12.00%

Track-Soph-Girls 10.00%

Volleyball-Var 14.00%

Volleyball-Soph 11.00%

Volleyball-Fresh 9.00%

Weightroom 5.00%

Weightroom 5.00%

Weightroom 5.00%

High School Coach (Cont)

Wrestling 14.00%

Wrestling-Assist 10.00%

Wrestling-2nd Assist 8.00%

Junior High Coach 8.00%

Athletic Director 9.00%

Baseball-8th 9.00%

Baseball-7th 9.00%

Baseball-Boys-8th 10.00%

Baseball-Boys-7th 10.00%

Baseball-Girls-8th 10.00%

Baseball-Girls-7th 10.00%

Cheerleading 5.00%

Softball-8th 9.00%

Softball-7th 9.00%

Volleyball-8th 10.00%

Volleyball-7th 10.00%

Wrestling-Head 10.00%

Wrestling-Assist 10.00%

Track 8.00%

Track 8.00%

Track 8.00%

Track 8.00%

Track 8.00%

Track 8.00%

Grade Coordinator

Westview K 1.00%

Westview 1 1.00%

Westview 2 1.00%

Westview 3 1.00%

Westview 4 1.00%

Upper Elementary 5 1.00%

Upper Elementary 6 1.00%

Lead Teacher

Chatsworth 1.75%

Chatsworth 1.75%

Chenoa 1.75%

Chenoa 1.75%

Meadowbrook 1.75%

Meadowbrook 1.75%

Elementary Activities

Westview Yearbook 1.00%

Yearbook 0.50%

Yearbook 0.50%

Yearbook 0.50%

For each three (3) years of experience in the same position in an extra-curricular sport or activity at Prairie Central Community Unit School District #8, the percentage shall increase one percent (1%) [for those individuals at the four percent (4%) or higher levels. Individuals under four percent (4%) shall increase one half percent (.5%) excluding class sponsorships and grade coordinators].

When a coach/sponsor changes positions within the same activity, the accumulated years of experience shall be retained.

No percentage shall increase to more than twice the starting (original) percentage during the coach's or sponsor's employment at Prairie Central.

MEMORANDUM OF UNDERSTANDING

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

Background

It is the desire of the Board of Education and the Association that a Local Professional Development Committee (LPDC) be established in the 2000-2001 school year. The committee will be represented by both the Association and the Board of Education. The committee when so named will establish the bylaws and guidelines.

Reimbursement of LPDC members

The District shall contribute \$1,000.00 to the LPDC for 2003-2004. In addition, the State of Illinois will contribute \$1,000.00 to the District to provide assistance for LPDC's. The disbursement of the \$2,000 will be decided by the LPDC. The District and Association will evaluate the financial contributions by the District to the LPDC on an annual basis.

MEMORANDUM OF UNDERSTANDING

LIAISON COMMITTEE

Background

It is the desire of the Board of Education and the Association that a Liaison Committee be formed to review topics agreed upon by both parties. At the beginning of each year, the Superintendent or his/her designee and the Association President or his/her designee shall meet to adopt the topics, which are to be reviewed by the Liaison Committee.

Objectives

The topics to be reviewed will be determined by the committee at the initial meeting. Possible topics to consider are as follows:

1. Teacher evaluation instrument.
2. Educational support personnel evaluation instrument.
3. Professional leave policies.
4. Employee attendance.
5. Employee dress code.
6. Other issues.

Timelines

The Committee shall meet as necessary, but not less than quarterly to accomplish its study. It is the intention of the parties that the committee shall make recommendations for adoption in the process to be used in the district by June 3, 2003.

Committee Meetings

The committee shall meet on the 1st Wednesday in the months of October, December, February, April, and June.

The Superintendent and the Association President will adopt agenda items. Topics will be placed on the agenda and must be turned in by the last Wednesday of the previous month. Agenda will be sent out prior to the meeting. The meeting time for the committee shall be set at 4:30 p.m. at a site to be determined by the committee.

Term of Committee Members

Members from the Association will draw for a one or two year term at the initial September meeting. The Superintendent will annually appoint members from the Board of Education.

Replacement of Committee Members

If it becomes necessary to replace a committee member, the said replacement shall be added under the same guidelines as the initial committee member.

Committee Members

The committee will consist of the following members to be selected by the Board of Education and the Association respectively:

- Two (2) Board of Education members.
- Two (2) Administrators.
- Four (4) Association members.
- Superintendent.
- Association President.

MEMORANDUM OF UNDERSTANDING

DEFINITION OF BUS DRIVER ROUTES

Background

It is the intent that the definition of Bus Driver Routes will clarify any question or definitions of the aforementioned bus routes. A copy of the routes will be distributed to the drivers and monitors at the annual bus driver meeting.

Definition of routes

A.M. ROUTE

Pre trip and post trip inspection of assigned bus. Pick up students at their rural homes, pick up points in town, and deliver to schools on the assigned route. Drivers are paid 1 ½ hours at BUS DRIVER AM PM ROUTES pay rate in APPENDIX A for 180 days.

P.M. ROUTE

Pre trip and post trip inspection of assigned bus. Pre trip inspection is only necessary if bus was used by another driver between AM Route and PM Route or if pre trip inspection was completed by another driver. Pick up students at their schools on assigned route, deliver students to their rural homes, and drop off points in town. Drivers are paid 1 ½ hours at BUS DRIVER AM PM ROUTES pay rate in APPENDIX A for 180 days.

KINDERGARTEN ROUTE

Pre trip and post trip inspection of assigned bus. Pre trip inspection is only necessary if bus was used by another driver between AM Route and Kindergarten Route or if pre trip inspection was completed by another driver. Pick up AM Kindergarten, Pre-school, and ECE students at assigned schools and deliver to their homes or day care. Pick up PM Kindergarten, Pre-school, and ECE students at their homes or day care and deliver to their assigned school. Drivers are paid 1 ½ hours at Kindergarten/LACC pay rate in APPENDIX A for 174 days.

AM & PM SHUTTLE

Pick up students from school who live in one town and attend school in another town. For example: 5th, 6th, 7th, 8th grade students who live in Fairbury and attend school in Forrest are shuttled between towns before school and after school to get on the bus that will deliver them home or drop off point in Fairbury. Driver is paid at AM and PM SHUTTLE rate in APPENDIX A.

LAVC ROUTE

Pre trip and post trip inspection of assigned bus. Pre trip inspection is only necessary if bus was used by another driver between AM Route and LAVC Route or if pre trip inspection was completed by another driver. Pick up students at High School, deliver to Livingston Area Career Center (LACC) at Pontiac Township High School, and return students to Prairie Central High School. Driver lays over in Pontiac. Driver is paid 3 hours at Kindergarten/LACC pay rate in APPENDIX A.

BLOOMINGTON SPECIAL

Pre trip and post trip inspection of assigned bus. Pick up students at their homes and deliver them to the school they attend; Metcalf, U-High, Hammitt and return students to their homes. Driver and Monitor stay in Bloomington on an "On Call" status. Monitor is paid at BUS MONITOR rate in APPENDIX C for all riding and layover time. Driver is paid at 70% of the BUS DRIVER AM PM ROUTE pay rate in APPENDIX A for pre trip inspection, driving, layover and post trip inspection time. Driver's hours are not listed, but are determined at the beginning of the school year. Monitor hours are not listed, but are determined by one-half hour less than the driver.

PONTIAC HANDICAP

Pre trip and post trip inspection of assigned vehicle. Pick up students at their homes and deliver them to the school they attend; Pontiac Central, Pontiac Junior High, Pontiac High School. Driver and monitor return to Forrest. Pick up students at the end of the school day and deliver them to their homes. Driver is paid at BUS DRIVER AM PM ROUTE pay rate in APPENDIX C for pre trip inspection, driving, and post trip inspection time. Monitor is paid at BUS MONITOR rate in APPENDIX A for all riding. Driver's hours are not listed, but are determined at the beginning of the school year. Monitor hours are not listed, but are determined by one-half hour less than the driver.

PONTIAC BEHAVIOR

Pre trip and post trip inspection of assigned vehicle. Pick up students at their homes and deliver them to Pontiac schools; Pontiac Esmen and The Academy at Livingston County Special Services Unit. Driver and Monitor return to Forrest and return at the end of the day to pick up students at Esmen and The Academy and deliver them to their homes. Driver is paid at BUS DRIVER AM PM ROUTE pay rate in APPENDIX A for pre trip inspection, driving, and post trip inspection time. Monitor is paid at BUS MONITOR rate in APPENDIX C for all riding.

ACTIVITY TRIP

A co-curricular or field trip. Driver arrives 10 minutes ahead of departure time to load students. Driver delivers students, teacher and/or chaperone to destination and stays until activity is finished and all students, teacher and/or chaperone are loaded on the bus. Driver delivers normally students, teachers, and/or chaperones to the school from which they started. Junior High activities normally pick up and drop off at Chatsworth Elementary, Upper Elementary and High School. Driver is paid for pre trip inspection, driving, layover, returning the bus, cleaning the interior of the bus and post trip inspection. Pre trip inspection is only necessary if bus was used by another driver prior to the ACTIVITY TRIP or if pre trip inspection was completed by another driver. The rate of pay is listed as EXTRA TRIP RATE APPENDIX A.

PM ACTIVITY RUN

Driving students who are signed up to ride after practice or detention. On Thursday, pick up at Upper Elementary at assigned time and drop off at Chatsworth Elementary, Westview Elementary and High School. Pick up at Junior High at assigned time and drop off at Chatsworth Elementary then at the High School. Pick up at the High School at assigned time and drop off at the Upper Elementary, then Chatsworth Elementary and in isolated cases deliver students to their homes. Driver is paid the activity shuttle rate listed in 9.1.5 PM Activity Run for each leg driven. One leg would be from the Upper Elementary, another leg from the Junior High School, another leg from the High school.

EMPTY BUS RUN	Driving an empty bus to be serviced at a garage or to the test lane. Driver is paid from time of departure to time of return at the EXTRA TRIP RATE APPENDIX A.
TEMPORARY ROUTE	A route that has an unknown length of time. An example would be: picking up a student at the S.A.V.E. Alternate School evening classes in Pontiac, who is not old enough to drive, and delivering them home. Another example: picking up a student who is old enough to drive but temporarily unable to drive because of an injury etc., driving them to S.A.V.E. and returning them home. Driver is paid at BUS DRIVER AM PM ROUTES pay rate APPENDIX A for pre trip inspection, driving, layover and post trip inspection time.
WORK STUDY RUN	Driving students in Special Education classes at the High School to work. Driver picks them up at school and delivers them to their job. Driver is paid at BUS DRIVER AM PM ROUTES pay rate APPENDIX A for pre trip inspection, driving, and post trip inspection time.
SUMMER SCHOOL RUN	Pre trip and post trip inspection of assigned bus. Driver picks up students at their homes and delivers them to the school they are attending. Driver returns to school picks up students and drives them to their homes. Driver is paid for pre trip inspection, driving, and post trip inspection at the rate listed in 9.1.6 <u>Summer Bus Drivers and Summer Bus Monitors</u> . Driver's hours are not listed, but are determined by the number of students and where they reside. Monitor is determined by student needs.
ATHLETIC SHUTTLE	Temporary route based on need. Athletes are transported from one school to another site. An example would be: Junior High wrestling to Upper Elementary, Junior High track to High School, High School baseball to Meadowbrook. Drivers are paid at AM and PM SHUTTLE rate in APPENDIX A.