

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION

PALESTINE COMMUNITY UNIT SCHOOL DISTRICT NO. 3

AND THE

PALESTINE EDUCATION ASSOCIATION, IEA/NEA

August, 2007 - AUGUST, 2010

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ARTICLE I
RECOGNITION

1.1 Bargaining Unit

The Board of Education of Palestine Community Unit School District No. 3, Crawford County, Palestine, Illinois, hereinafter referred to as the "Board," recognizes the Palestine Education Association, IEA-NEA, hereinafter referred to as the "Association," as the sole and exclusive negotiating representative for all regularly employed nontemporary certificated teaching personnel, guidance counselors, librarians and nurse, hereinafter referred to as "employees," except for the Superintendent, Principals and supervisory and managerial personnel as defined in the Illinois Educational Labor Relations Act. All salaries and benefits for part-time employees shall be on a prorated, per hours worked basis, except where specifically provided to the herein.

1.2 Exclusivity

The Board agrees not to negotiate with any other employee organization with regard to items contained in this Agreement unless an election (pursuant to the IELRA) results in the certification of a different negotiating representative. The parties agree that the Board and administration retain their right to discuss with individual teachers matters which are beyond the scope of hours, wages and terms and conditions of employment.

ARTICLE II

EMPLOYEE AND ASSOCIATION RIGHTS

2.1 Right Of Representation

- A. When any employee covered by this Agreement is required to appear before the Board for a discussion concerning continuation of that employee in his/her position of employment as such, the employee shall be given prior written notice of the reason for such meeting at least twenty-four (24) hours in advance, in the absence of an emergency, and have a representative of the Association present to advise him/her if the employee so desires.

- B. When an employee is required to attend a conference with the Principal and/or Superintendent for the purpose of imposing discipline or obtaining facts to be used as the basis for imposition of discipline, the employee, upon his or her request, may have a representative of the Association present if he/she desires. Administrators are not responsible for advising employees of their right of representation. Formal evaluation conferences are not subject to a right of representation.

2.2 Personnel File

Each employee may review the contents of his/her personnel file not specifically exempt from employee inspection by the Employee Records Act during normal business hours, provided such inspection does not interfere with the operations of the unit office. The administration/employee may have a representative present for such review. The employee shall submit a written request for such review at least twenty-four (24) hours before such review. Employees may not remove any material from the premises, but may cause nonclassified materials to be copied and be charged the then prevailing rate for same. An employee may petition the Board to delete any record of a disciplinary action when the record is more than four (4) years old.

2.3 Fair Share

- A. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

This fair share provision will not apply to those employees who, on June 1, 1993, were members of the bargaining unit but were not members of the Association, so long as they continue not to join the Association. Any bargaining unit member released from service and re-hired or who was a member of the Association on June 1, 1993, and subsequently ceases to be a member, is not subject to this exclusion and may be assessed fair share fees.

- B. 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 nonmember.
- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- D. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Board 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 Board 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.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

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

- F. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation

and collection of the entire fee, the Association will make payment in behalf of the employee to a mutually agreeable nonreligious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

2.4 **School Calendar**

Prior to adopting the official school calendar, the Board will invite the Association to submit its views on the proposed calendar. Final authorization for the formulation and adoption of the calendar rests with the Board.

2.5 **Workday**

Each employee shall be in his/her building at 7:50 a.m. The employees' workday shall end when he/she feels that his/her professional obligations have been met but no earlier than 3:15 p.m. Employees who are required by the administration to begin their workday early shall be entitled to flex the same amount of time at the end of the workday but shall not leave earlier than the end of the student day. If a teacher desires to leave the building during the workday, he/she must receive permission from the building principal or his/her designee and sign out in the building office. The first professional workday of the school term shall consist of five (5) consecutive clock hours of which at least two and one-half (2 1/2) hours shall be used as teacher preparation time in the classroom. The next to the last professional workday of the school term shall consist of five (5) consecutive clock hours of which at least three and one-half (3 1/2) hours shall be used as teacher preparation time in the classroom. The last professional workday of the school term shall consist of no more than one (1) clock hour, provided all teacher duties have been completed. On the school day following the last day of the 1st and 3rd quarters (the 2nd quarter if it falls after Christmas), students shall be dismissed at 1:45 p.m. and the remainder of the school day shall be set aside for teacher-directed work, unless school is not held on the last/first day of the quarter. Employees will be required to work a longer day to accommodate on occasion:

- A. faculty meetings;
- B. conferences between employees and students, parents, and administration;
- C. open houses;
- D. staffings;

- E. field trips, student contests and programs;
- F. emergencies;
- G. hearings; and
- H. extra duties for which compensation is received.

If a teacher is required to return in the evening for an activity for which he or she receives no extra duty stipend, the teacher may leave ten (10) minutes after the last student buses depart on that day.

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

In the event school is dismissed because of an emergency situation, employees may leave as soon as all students have departed. Employees will also be permitted to leave after all students have departed on Fridays and before holidays.

No faculty meetings, conferences between employees and the administration or open houses will be held after regular school hours on Friday or before a holiday except in cases of emergency as determined by the administration.

The Association members in each building will be invited to submit their views on proposed dates for one (1) fall open house and two (2) parent-teacher conference dates, one (1) of which shall include evening hours.

High School and Junior High teachers working more than fifty percent (50%) of the day shall be provided one (1) preparation period during the student day equivalent to one (1) instruction period. An elementary teacher working more than fifty percent (50%) of the day, grades K-5, may use that portion of the school day equivalent to an instructional session when his/her class is being taught by a resource teacher as a preparation period. Teachers will not be required to supervise students during their planning period. Planning times will be rotated so that all teachers are equitably treated in the loss of their planning time due to holidays or early dismissals. This time shall be in addition to any travel time required between schools. Preparation time shall be used for purposes related to the teacher's employment. Employees shall not leave the school grounds during preparation time without prior notification and explanation of the reason(s) for leaving to the building administrator or his/her designee. Teachers who during

their planning period agree to substitute for another teacher will receive a Twelve and 00/100 Dollars (\$12.00) stipend.

2.6 Parent And Citizen Complaints

Any complaint by a citizen, other than an official of the District, deemed legitimate to justify investigation and/or subsequent action by the administration shall be brought to the attention of the employee within one (1) working day of the determination that the complaint is legitimate. The administration shall relate the complaint to the employee in written form. When disciplinary action is to be taken based on the complaint, the name of the person lodging the complaint will be provided. When deemed appropriate by all parties involved, teacher-parent-administrator conferences may be scheduled.

2.7 Meetings, Notices, And General Information

The Association may have reasonable use of:

- A. School buildings for meetings after school if it does not interfere with normal educational activities and prior notice is given to the Building Principal;
- B. Employee mailboxes and interschool mail for the purpose of internal communication of employees eligible for the bargaining unit. A bulletin board will be provided for the Association in each lounge area;
- C. School equipment, if it does not interfere with the educational or office processes. The Association shall reimburse the Board for all materials and supplies used in the operation of this equipment. Reimbursement will be made at the end of each semester.
- D. The Board will provide to the Association a written Board agenda of all regular and special meetings of the Board at the same time these agendas are provided to Board members;
- E. A copy of all minutes of open sessions of the Board will be given to the Association President within twenty-four (24) hours of their approval by the Board; and
- F. Within thirty (30) days of the ratification of the present Agreement, the Board shall provide the Association with copies for all bargaining unit members and an additional twenty (20) copies. The Association will share the cost of copying to a maximum of Five Cents (\$.05) per page.
- G. When there is a problem regarding transportation of students, i.e., a lack of availability of equipment and/or personnel, the Administration shall address the problem through the Association and the sponsors/coaches, etc. involved. The Administration shall not require sponsors/coaches, etc. to transport students in their personal vehicles and/or school vehicles.

2.8 Association Leave

The Association shall have the right to five(5) days total, District-wide, for attendance at local, state or national functions related to official Association business. The cost of the substitute shall be paid by the Association. No more than two (2) employees may take such leave on any given day.

ARTICLE III

REDUCTION IN FORCE - SENIORITY DEFINED - RECALL

3.1 Seniority

- A. A nontenured employee shall not acquire seniority in the District until he/she achieves tenure. Upon the acquisition of tenure, the employee shall be credited with seniority dated from the employee's first day of full-time, continuous service to the District, which shall be measured from the first day the employee actually reported for work at the beginning of the period of full-time, continuous, uninterrupted service to the District.
- B. A tenured employee shall acquire one (1) year of seniority for each complete year of full-time employment in the District. A tenured employee working less than a complete school year shall acquire fractional seniority calculated by dividing the number of days worked by the number of workdays in the school calendar. For purposes of this section, "days worked" shall be defined as days for which the employee receives regular salary from the District. Days for which the employee does not receive regular salary shall not result in seniority credit. No employee shall receive credit for more than a full year's seniority in any given school year.
- C. A tenured employee reduced by employee request and Board approval where there has been no break in service, or by Board-initiated reduction in force to part-time employment, shall acquire seniority subject to the following:
 1. If the employee's regular part-time schedule involves teaching each day part time, the employee shall acquire a fraction of a year's seniority for each year the employee has actually reported for work ninety (90) or more days, except that the Board-paid sick days and Board-paid personal days (if applicable) shall be treated as days the employee reported for work for purposes of this subsection. Fractional seniority under this section shall be computed by use of the following equation:

The number of periods the employee is required to be in school divided by five (5) periods.
 2. If the employee's regular part-time schedule involves teaching whole days, but not whole weeks, the employee shall acquire a fraction of a year's seniority for each day the employee actually reports for work, except that if the employee fails to report for work

at least one-half (1/2) of the days called for in his/her part-time schedule, no seniority shall accrue, except that Board-paid sick days and Board-paid personal days (if applicable) shall be treated as days the employee reported for work for purposes of this subsection. Fractional seniority under this section shall be computed by use of the following equation:

The number of days the employee reported for work divided by the number of days in a full-time work year.

- D. Board-approved leaves of absence shall not terminate seniority; however, seniority shall not accrue during a leave of absence.
- E. Prior to February 1 of each school term, the administration, in consultation with the Association, shall prepare and deliver to the Association a listing of the seniority rank of all tenured employees and post such list in each building. Each employee shall have ten (10) employment days thereafter to file a written objection(s) to his/her ranking, to detail the alleged specific error in the ranking and to provide documentation supporting the employee's position as soon as documentation becomes available.

3.2 **Equal Seniority**

Teachers having equal seniority by this method shall be ordered by the following criteria until the tie is broken:

- A. Length of public school teaching experience which is allowed for credit on the salary schedule;
- B. Highest degree attained and recognized on the salary schedule;
- C. Most graduate hours attained and recognized on the salary schedule; and
- D. Random selection.

3.3 **Reduction In Force**

- A. The Association shall be provided with advance notice prior to any official Board action effectuating a reduction in force that a reduction in force may occur.
- B. When the Board determines to decrease the number of employees or to discontinue some particular type of teaching service, the Board will first remove or dismiss all nontenured employees before removing or

dismissing any tenured employee who is legally qualified to hold a position currently held by a nontenured employee.

- C. If the Board's decision to decrease the number of employees or to discontinue some type of teaching service requires the dismissal of tenured employees, no tenured employee will be dismissed if such tenured employee is legally qualified to hold a position currently held by a tenured employee who has less seniority. Tenured employees so dismissed will receive notices of honorable dismissal.
- D. If a vacancy occurs within one (1) calendar year from the beginning of the school term following its reduction in force, the Board will tender such vacant position to the tenured employee who was honorably discharged with the greatest seniority who is legally qualified to hold such position. Vacant positions include full-time teaching positions and full-year, part-time teaching assignments but do not include substitute positions and positions becoming vacant because of leaves, whether paid or unpaid, of less than one (1) school term. An employee so recalled retains his/her tenure status and all accumulated seniority; however, the period such tenured employee did not teach shall not be counted toward seniority.

3.4 Recall

To be eligible for recall, the honorably dismissed tenured employee must provide the Board, in writing prior to the last day of the school term of dismissal, with the address where such employee may be reached. The employee must also notify the Board of Education in writing, within twenty (20) calendar days of mailing or within seven (7) calendar days of receipts of the offers, whichever shall first occur, of the acceptance of any vacant position offered to the employee during the recall period. Failure to notify the Board of acceptance shall constitute rejection of the offer of employment. If an employee rejects an offer of a full-time vacant position, the employee shall be deemed to have waived his/her recall rights and will no longer be eligible for any other vacant positions that become available within the recall time period. A waiver does not include rejecting part-time teaching or substituting.

3.5 Vacancies

- A. A vacancy shall be defined as created:
 - 1. Upon the effective date of a resignation to be filled;
 - 2. When the Board votes to dismiss-nonrenew;

3. Upon the effective date of a retirement (except in the case of early retirement as provided in subparagraph B herein below);
4. A death;
5. The Board acts to create a new position; or
6. A condition occurring when, after a transfer, a position remains to be filled (the transferee's original position for example). A vacancy shall not be created by internal transfers which do not ultimately result in positions to be filled (the transferring of a 5th grade employee to 4th and the 4th to the 5th, e.g.).

B. Posting Of Vacancies

Within five (5) workdays of the existence of a vacancy in a position in the District, the Superintendent shall post notice of the vacancy in each employee lounge and shall place a copy in the mailbox of the President of the Association. The parties may mutually agree upon an earlier date. When a vacancy is created pursuant to Section 5.3 hereof, the Superintendent shall post the vacancy during the first week of the final quarter of the final year of teaching. Nothing herein shall prevent the temporary filling of vacancies; provided, however, no permanent appointment shall be made until posting and application requirements have been met. Employees shall have the right to make timely, written application to the Superintendent for positions for which they are qualified. Applications which are filed within five (5) workdays after posting shall be considered timely.

C. Notice Of Vacancy

If vacancies should occur during the summer, the administration shall send notice of such vacancies by regular mail to each employee who provides the District with self-addressed, stamped envelopes for such purpose and who has on file a letter requesting notice of vacancies within his/her preferred area of certification. Timely application under these circumstances shall be ten (10) calendar days after the mailing of the notice.

3.6 Notification Of Teaching Assignment

All employees shall be given written notice of their tentative assignments for the forthcoming year not later than forty-five (45) days preceding the first day of the

new school term, provided the employee has a current mailing address on file at the unit office. No change in assignment shall be made during the school year without the teacher's consent, except to fill a vacancy as defined in section 3.5 or a leave of absence. In the event changes in such assignments are to be made from one school year to another, the employee affected shall be notified and shall be permitted a conference with the appropriate administrator. If the employee is not satisfied with the assignment after the conference, the employee shall be allowed to resign if such change is not acceptable to the employee.

3.7 Involuntary Transfers and Reassignments

When it is necessary to involuntarily transfer or reassign employees, the position shall first be posted and all certified and qualified volunteers shall first be considered. A minimum of five (5) working days before an involuntary transfer is made, the administration shall provide both the affected employee and the PEA written notice of the proposed transfer. The written notice shall include reasons why the transfer is necessary and why the employee is being considered for transfer. After receipt of the written notice, the employee and/or PEA representative shall be entitled, upon timely request, to a meeting with the Administration to discuss the proposed transfer.

ARTICLE IV

EMPLOYEE FORMAL EVALUATION

4.1 **Schedule**

Nontenured employees shall be formally evaluated at least twice a year during the employee's probationary period. Tenured employees shall be evaluated at least every other school year. Formal evaluation shall mean evaluation of classroom teaching performance.

4.2 **Inservice**

Within five (5) weeks after the beginning of each school term, an administrator shall inservice each employee on the formal evaluation procedures and evaluation instrument(s). No formal evaluation may take place until such orientation has been completed.

4.3 **Pre-Evaluation Conference**

Each formal evaluation shall be initiated by a pre-evaluation conference.

4.4 **Observation**

Completion of all formal evaluation instruments will be preceded by an in-class observation of the employee's classroom performance consisting of at least one (1) twenty (20) minute classroom observation. All formal observations of an employee shall be conducted within five (5) school days of the notification of the employee by the administrator.

4.5 **Copies And Conferences**

Within ten (10) school days of the observation, a copy of the formal evaluation instrument shall be given to the employee. The employee and evaluator shall have a conference, at the request of the employee, at a mutually agreeable time to discuss the formal evaluation instrument. At the conclusion of the conference, the employee and evaluator may sign the evaluation form indicating that he/she has read and discussed the evaluation.

4.6 **Employee Response**

The employee shall have the right to attach a written explanation to any formal evaluation instrument, and such signed response shall be placed in his/her personnel file.

4.7 **Formal Procedural Steps**

- A. Orientation
- B. Pre-evaluation conference
- C. In-class observation
- D. Evaluation instrument
- E. Post conference

ARTICLE V

EMPLOYEE COMPENSATION AND FRINGE BENEFITS

5.1 Supplemental Pay

The Supplemental Jobs Pay Schedule is set forth in Appendix II.

Any bargaining unit member desiring to work at District athletic events may make such request to the appropriate Principal. Any employee who makes such a request will be given priority over all other applicants.

In the event that the District is unable to get unpaid volunteers from the community for either ticket takers or chaperones such work shall be offered to the bargaining unit on a paid, voluntary basis. Members of the bargaining unit shall not be required to work as either ticket takers or chaperones. Concessions shall remain a voluntary, paid position. If any ticket taker or chaperone positions remain open after this work is offered as paid and voluntary to members of the bargaining unit, the District may offer the work to the support staff, then to other individuals.

5.2 Compensation And Fringe Benefits

- A. The Salary Schedules are set forth in Appendices I-A, I-B, I-C, and II. Employees shall not be required to work more than the minimum number of teacher attendance days required by law (currently 180 days) each school year without extended contract or supplemental jobs pay.
- B. Experienced employees entering the system will be granted full credit for all previous public school teaching experience outside of the District.
- C. Employees will be issued their pay on the 15th and 30th days of each month, if the 15th or 30th falls on a workday. Should either the 15th or 30th be a non-workday, then the pay will be issued on the last workday prior thereto, respectively. Employees shall have the option of receiving their pay over ten (10) months in twenty (20) pay checks or twelve (12) months in twenty-four (24) paychecks.
- D. Teachers shall have the choice of receiving supplemental pay on each pay date in equal, prorated installments or in one check when the assignment has been completed, except for concessions, ticket-takers and chaperones.

- E. The Board shall contribute up to Two Thousand Seven Hundred Fifty Dollars (\$2,750.00) for the 2007-2008 school year, Two Thousand Eight Hundred Fifty Dollars (\$2,850.00) for the 2008-2009 school year, and Two Thousand Nine Hundred Seventy Dollars (\$2,970.00) for the 2009-2010 school years for each full-time employee who elects major medical/health and life insurance coverage through the group plan provided by the Board. To the extent permitted by the carrier, the Board shall contribute annually for each part-time employee who elects to participate in the group plan that portion of Board contributed amount which that employee's work schedule bears to the full work schedule. Example for 2007-2008: Full-Time employee-\$2,750, ½ time employee-\$1,375; 5/8 time employee—\$1,718.75.
- F. Expenses incurred by an employee in the furtherance of his/her education at the specific direction of the Board shall be paid by the Board.
- G. The Board shall pay the current IRS rate for mileage reimbursement. All employees shall be reimbursed at said rate for all mileage approved by the administration, except those employees whose teaching assignments require travel between the schools during each school day who shall be reimbursed Ninety and 00/100 Dollars (\$90.00) travel pay on an annual basis for such travel.
- H. Employees shall receive a free pass for themselves and their spouse and accompanying dependent children to school-sponsored events. Events and activities which are sponsored by student clubs, organizations, classes, etc. as money-raising activities, and I.H.S.A. state events are specifically excluded from this section.
- I. From the salary schedule amounts set forth in Appendices I-A, I-B, I-C, and II, the Board shall pay nine and four tenths percent (9.4%) directly to the Downstate Teacher Retirement System on behalf of each employee as a Board-paid teacher retirement contribution. The purpose of such contribution shall be to shelter such pay from federal income tax. Should such shelter subsequently be declared illegal by judicial ruling or superseded by a later tax ruling, payment shall become gross income to that teacher.
- J. The Board will annually set the compensation and working conditions for summer school teaching positions and Summer Teacher Committees. The Association shall provide input to the administration concerning the compensation and working conditions for these positions.

5.3 Early Retirement Plan

Any employee, who will be a minimum age of 55 years by the end of the calendar year of the year of the last day of service in the District, may choose from one of the local early retirement plans contained herein or a State early retirement plan.

The Retiring Teacher Salary Enhancement Program is for the purpose of recognizing the service of those teachers who have been employed by the School District for ten (10) or more years and is made available in exchange for an irrevocable notice of resignation and retirement. The terms of the Retiring Teacher Salary Enhancement Program are as follows:

1. As of the date of retirement, the teacher must have been employed by the Palestine Community School District #3 as a certified staff member for not less than 10 years.
2. As of the date of retirement, the retiring teacher must not be participating in any other retirement program, which requires a payment or contribution by the District (e.g., ERO or modified ERO).
3. Be at least fifty-five (55) years of age by the end of the calendar year of the year of the last day of service in the District or have thirty-five (35) years of creditable service as defined by the Illinois Teacher Retirement System.

Definitions

For purposes of this Article, TRS creditable compensation (earnings) includes (but is not limited to):

- Salary for regular contractual teaching duties
- Wages for substitute teaching
- Wages for homebound teaching or tutoring
- Earnings for extra duties performed that relate to teaching or supervision of students, and other assignments related to the academic program
- Earnings for summer school
- Bonuses
- Contributions to qualified plans eligible for tax-deferral under the Internal Revenue Code, Sections 401(a), 403(b), and 457(b)
- Contributions to flexible benefit plans
- Salary or back wage payments resulting from contract buy-outs, labor litigation, and settlement agreements

Plans

1. One Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to March 1 stating that he/she shall retire at the end of the next school year, the employee will be removed from the salary schedule for the final year of employment and the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior year of employment.

Example: An employee gives the Board his/her irrevocable letter of retirement prior to March 1, 2008, stating that he/she will retire on June 30, 2009. The employee's TRS creditable earnings for the 2007-2008 school year were \$40,000. The employee's TRS creditable earnings for the 2008-2009 school year will be \$42,400 (i.e. $\$40,000 \times 1.06 = \$42,400$).

2. Two Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to March 1 two (2) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final two (2) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to March 1, 2008, stating he/she will retire on June 30, 2010. The employee's TRS creditable earnings for the 2007-2008 school year were \$40,000. The employee's TRS creditable earnings for the 2008-2009 school year will be \$42,400 (i.e. $\$40,000 \times 1.06 = \$42,400$). The employee's TRS creditable earnings for the 2009-2010 school year will be \$44,944 (i.e. $\$42,400 \times 1.06 = \$44,944$).

3. Three Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to March 1 three (3) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final three (3) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to March 1, 2008, stating he/she will retire on June 30, 2011. The employee's TRS creditable earnings for the 2007-2008 school year were \$40,000. The employee's TRS creditable earnings for the 2008-2009 school year will be \$42,400 (i.e. $\$40,000 \times 1.06 = \$42,400$). The employee's TRS creditable earnings for the 2009-2010 school year will be \$44,944 (i.e. $\$42,400 \times 1.06 = \$44,944$). The employee's TRS creditable earnings for the 2010-2011 school year will be \$47,640.64 (i.e. $\$44,944 \times 1.06 = \$47,640.64$).

4. Four Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to March 1 four (4) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final four (4) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to March 1, 2008, stating he/she will retire on June 30, 2012. The employee's TRS creditable earnings for the 2007-2008 school year were \$40,000. The employee's TRS creditable earnings for the 2008-2009 school year will be \$42,400 (i.e. $\$40,000 \times 1.06 = \$42,400$). The employee's TRS creditable earnings for the 2009-2010 school year will be \$44,944 (i.e. $\$42,400 \times 1.06 = \$44,944$). The employee's TRS creditable earnings for the 2010-2011 school year will be \$47,640.64 (i.e. $\$44,944 \times 1.06 = \$47,640.64$). The employee's TRS creditable earnings for the 2011-2012 school year will be \$50,499.78 (i.e. $\$47,640.64 \times 1.06 = \$50,499.78$).

Miscellaneous

Once an irrevocable letter of retirement is submitted, the employee will not be directed to perform any additional extra-duties or TRS reportable duties not currently being performed without the consent of the employee. In the event that an employee accepts the District's request to perform additional extra duties, the employee will be compensated for all such extra duties per Appendix II.

If after submitting an irrevocable letter of retirement, the employee resigns from duties for which the employee was compensated the previous year (i.e. extra curricular, extended contract, and/or stipends), the employee's TRS creditable earnings will be adjusted accordingly.

Example: The employee's TRS creditable earnings from the 2006-2007 school year were \$43,000, of which \$3,000 was compensation for coaching basketball in

2006-2007. Under the employee's retirement plan, he/she would be scheduled to receive \$45,580 TRS creditable earnings for the 2007-2008 school year (i.e., $\$43,000 \times 1.06 = \$45,580$). However, the employee resigns from his/her coaching position before the start of the 2007-2008 school year. The employee's TRS creditable earnings for the 2007-2008 school year will be \$42,400 (i.e., $\$40,000 \times 1.06 = \$42,400$) rather than \$45,580.

If during the year(s) in which the retiring teacher is receiving the salary enhancement, the teacher is involuntarily providing less services, such as working less than full time, not responsible for an extra duty, or responsible for an extra duty paying a lesser salary than the extra duty which was part of the teacher's assigned responsibility in the base year, the calculation of the teacher's salary enhancement will not be adjusted to reflect the reduction in the level of services being provided.

Example: If a teacher participating in the salary enhancement program received \$42,000 in TRS creditable earnings in the prior year of which \$40,000 was salary and \$2,000 was extra duties, but in the salary enhancement year(s) the District did not assign the teacher the extra duties or assigned extra duties with lesser compensation, then the six percent (6%) salary enhancement shall be based upon the \$42,000, not the \$40,000.

In the event an employee has submitted his/her timely irrevocable letter of retirement but fails to meet the eligibility requirements because of illness or life changing circumstances, the Board, in its sole discretion, may allow the employee to rescind his/her letter of retirement, provided the employee returns to the Board any TRS creditable earnings paid to the employee in excess of the amount the employee would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid. In the event of the Board's acceptance of a letter of rescindment, the affected teacher, the Board, and the Association shall execute a memorandum agreeing to a repayment structure.

If legislation is enacted and/or administrative rules are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, the provisions relating to such benefits shall be null and void and shall be reopened for negotiations.

ARTICLE VI

LEAVES

6.1 Sick Leave

The Board shall grant its employees sick leave provisions per the table below at full pay in each school year. If any such employee does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to a maximum of three hundred forty (340) days plus the employee's annual allotment of sick days. Sick leave shall mean personal illness, quarantine at home, or serious illness or death in the immediate family or household.

The following scale will increase available sick leave days as follows and is applicable to teaching service in Palestine Community Unit School District #3:

From one through fifteen years of service ...11 days
After fifteen years of service.....12 days
After twenty-five years of service13 days

If, by reason of any change in the boundaries of school districts or by reason of the creation of a new school district, the employment of a teacher is transferred to a new or different Board, the accumulated sick leave of such teacher is not thereby lost, but is transferred to such new or different district.

Definition of immediate family is as follows: In cases of serious illness and/or death, it includes spouse, children, parents (including foster), sisters, brothers, nieces, nephews, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, legal guardians, uncles, aunts and grandparents of the employee or the employee's spouse.

Any tenured employee who has used all of their accumulated sick leave days may receive and use donated sick leave days from other employees provided the following conditions are met:

- a. No employee may donate more than ten (10) days in any school year.
- b. Donated days do not have to be paid back.
- c. The total number of donated days to any one employee shall not exceed twenty (20) days in any one school year.
- d. In order to access this provision, the employee must be absent for five (5) consecutive work days without pay. Donated days cannot be used retroactively to cover the aforementioned five (5) unpaid days.

Teachers will be able to use sick leave in 1.5 hour increments which calculates to 25% of a workday in this issue. Teachers who wish to use sick leave after school dismisses will not have to complete paper work nor have the leave counted or docked but must clear it with their principal beforehand.

Teachers who secure their own substitutes for an individual leave of one hour or less and the district bears no cost for the substitute will not have the sick leave counted or docked. This provision may be utilized no more than four times per individual per year.

6.2 Personal Leave

The Board shall annually grant each employee with less than fifteen (15) years of service to the district two (2) days of personal leave without loss of pay. Employees with fifteen (15) or more years of service to the district shall be granted annually three (3) days of personal leave without loss of pay. Except in the case of an emergency, written advance notice shall be submitted to the Principal at least three (3) days before the leave date. No more than two (2) employees at the High School and three (3) employees at the Grade School/Junior High may take such leave on any given day. Unused personal days will accumulate to up to three (3) days for employees with less than fifteen (15) years of service and to up to four (4) days for employees with fifteen (15) or more years of service. Additional unused personal days will accumulate as sick leave at the end of each school year, subject to the accumulation limits in section 6.1.

6.3 Leaves Of Absence

- A. An unpaid leave of absence may be granted to any employee at the discretion of the Board for reason or reasons deemed appropriate by the Board.
- B. The period of a leave of absence shall be determined by the Board on a case-by-case basis. Each leave of absence shall be of the shortest possible duration to meet the purpose of the leave, provided that in no case shall the period of a leave of absence exceed one (1) school term, unless the Board grants an extension upon the request of the employee.
- C. An employee shall not be eligible for sick leave pay during the period of a leave of absence. In the event the period of the leave of absence is in excess of ninety (90) creditable service days (as defined by the Teacher Retirement System), an employee shall not be entitled to vertical advancement (years of teaching experience) on the salary schedule.

- D. In those cases where a leave of absence is granted to an employee who is on probation within the meaning of Section 24-11 of the School Code, the period of the leave shall not be counted toward the completion of the probationary period and acquisition of continued contractual service.
- E. Whenever possible, application for leave of absence shall be made in writing and shall be submitted by the employee to the Superintendent, or his designee, not less than sixty (60) calendar days before the commencement of the requested leave.
- F. The employee shall be notified by the Superintendent, or his designee, of the Board's decision regarding the requested leave within five (5) calendar days after a decision is made.
- G. An employee on an approved leave of absence may continue group insurance benefits, including life insurance, at his/her expense for the period of the leave.
- H. An employee on an approved leave of absence shall lose no accrued seniority which has been earned prior to the date of the leave.

6.4 Sabbatical Leave

Sabbatical leaves may be granted as per Section 24-6.1 of the Illinois School Code.

6.5 Professional Leave

The Board may grant up to three (3) professional leave days per school year per employee to be used to attend conferences or workshops related to the individual's teaching area or professional growth, if approved by the Building Principal. The District will determine annually reimbursement rates for expenses for such meetings.

6.6 Funeral Leave

Each employee will be granted one (1) day paid leave each year to attend the funerals of friends or family members for which no other paid leave is available. This day shall not accumulate from year to year.

ARTICLE VII

GRIEVANCE PROCEDURE

7.1 Definition

Any claim by the Association or any employee that there has been a violation or misapplication of any of the terms of this Agreement shall be cause for a grievance.

7.2 Procedure

Should a grievance arise, the following procedure will be followed:

A. Informal Resolution

The parties hereto acknowledge that it is usually desirable for an employee and the employee's immediate supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

B. Filing--Step One

Within thirty (30) days of the event giving rise to the grievance or the employee's knowledge of same, whichever is later, the employee and/or the Association may file a grievance with the Superintendent. The Superintendent shall arrange with the grievant for a meeting to take place within five (5) days of the Superintendent's receipt of the grievance. The Association will be notified in advance of the time and place of the scheduled meeting. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within thirty-five (35) days of the meeting, the grievant and the Association shall be provided with the Superintendent's written response.

C. Arbitration--Step Two

If the Association is not satisfied with the disposition of the grievance at Step One, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association (AAA), 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 One answer, or as

soon as can be mutually agreed upon, then the grievance shall be deemed withdrawn. The arbitrator shall have no power to alter the terms of this Agreement. All costs for arbitration shall be shared equally.

7.3 **Employee Rights**

Should a grievance arise:

- A. No employee shall be required to discuss a grievance if the Association representative is not present. The failure of an employee to have representation at any step of the process shall not prohibit an adjustment of the grievance.
- B. No reprisals shall be taken against any employee because of his/her participation in a grievance.
- C. Should the Board/administration require an employee and/or Association representative to be released from his/her regular assignment for the processing of a grievance, he/she will be released without loss of pay or benefits. All costs of arbitration will be shared equally.
- D. All records related to a grievance will be filed separately from the personnel files of an employee.
- E. A grievance may be withdrawn at any level without establishing a precedent.
- F. If one party requests a transcript, it shall pay the cost. If both parties request a transcript, the cost will be shared.
- G. Failure of the employee and/or Association to proceed to the next step within the time limit set forth shall be deemed to be an acceptance of the decision previously rendered. Should the administration fail to answer within the time limit, the grievance may be advanced to the next step.
- H. All time limits consist of school days. When a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits of less than thirty (30) days shall double; and all time limits shall consist of all weekdays.
- I. By mutual agreement, any step may be bypassed.

ARTICLE VIII

IMPASSE PROCEDURE

8.1 Representatives

Each party shall select its own bargaining representatives.

8.2 FMCS

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement declares impasse. Should FMCS be unavailable, the parties shall commence discussions as to an alternative source of mediation, to include the IELRB.

ARTICLE IX

EFFECT OF AGREEMENT

9.1 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.

9.2 Savings Clause

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

9.3 Individual Contracts

Individual contracts or employment agreements shall not be inconsistent with the terms and conditions of this Agreement.

9.4 No Strike

During the term of this Agreement and any extension thereof, no employee covered by this Agreement, nor the Association, shall at any time engage in, authorize or instigate any strike, slowdown or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner, in whole or in part, the operation of the District.

9.5 Management Rights

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

This Agreement shall be in effect at 12:00 a.m. on August 23, 2007 and shall continue in effect until 11:59 p.m. on the day proceeding the first day of the 2010-2011 school term.

This Agreement is signed and adopted this _____ day of _____, 2007.

FOR THE PALESTINE COMMUNITY
UNIT SCHOOL DISTRICT NO. 3
BOARD OF EDUCATION

FOR THE PALESTINE EDUCATION
ASSOCIATION, IEA/NEA

President

President

Secretary

Secretary

APPENDIX I-A

Salary Schedule A for Palestine CUSD #3 2007-2008

| Year | BS | BS + 8 | BS + 16 | BS + 24 | MS | MS + 8 | MS + 16 |
|-------------|-----------|---------------|----------------|----------------|-----------|---------------|----------------|
| 1 | 28000 | 28280 | 28563 | 28848 | 29137 | 29428 | 29723 |
| 2 | 28280 | 28563 | 28848 | 29137 | 29428 | 29723 | 30020 |

If a teacher is employed with two or more years of experience, the Board will negotiate the salary with the PEA.

Movement horizontally results in an additional 1% increase in salary

Extended Contracts Times Same Percentage

| Year | BS | BS + 8 | BS + 16 | BS + 24 | MS | MS + 8 | MS + 16 |
|-------------|-----------|---------------|----------------|----------------|-----------|---------------|----------------|
| 3 | 28601 | 29029 | | | 30320 | | |
| 4 | 29319 | | | 30606 | | | |
| 5 | 30032 | | | | | | |
| 6 | | | | | | | |
| 7 | 31465 | | | | | | |
| 8 | | | | | | 35192 | |
| 9 | 32897 | 33329 | | | | 36049 | 36623 |
| 10 | | | | | | | |
| 11 | | | | | | | |
| 12 | | | | | | | |
| 13 | | | | | 39201 | | |
| 14 | 36862 | 37291 | | | | | |
| 15 | 37671 | | | | | | |
| 16 | | | | | | | |
| 17 | | | | | | | |
| 18 | | | | | 44071 | | |
| 19 | 43413 | | | | | | |
| 20 | 44305 | | | | | | |
| 21 | | 45701 | | 46656 | | | |
| 22 | | | | | 51038 | 51739 | |
| 23 | | | | | | 52735 | |
| 24 | | | | | | | 54432 |

Extended Contract 1685 Guidance Counselor

APPENDIX I-B

Salary Schedule B for Palestine CUSD #3 2008-2009

| Year | BS | BS + 8 | BS + 16 | BS + 24 | MS | MS + 8 | MS + 16 |
|-------------|-----------|---------------|----------------|----------------|-----------|---------------|----------------|
| 1 | 28995 | 29285 | 29578 | 29874 | 30172 | 30474 | 30779 |
| 2 | 29288 | 29581 | 29877 | 30175 | 30477 | 30782 | 31090 |
| 3 | 29581 | 29877 | 30175 | 30477 | 30782 | 31090 | 31401 |

If a teacher is employed with three or more years of experience, the Board will negotiate the salary with the PEA.

Movement horizontally results in an additional 1% increase in salary

Extended Contract Times Same Percentage

| Year | BS | BS + 8 | BS + 16 | BS + 24 | MS | MS + 8 | MS + 16 |
|-------------|-----------|---------------|----------------|----------------|-----------|---------------|----------------|
| 4 | 29917 | 30364 | | | 31715 | | |
| 5 | 30668 | | | 32014 | | | |
| 6 | 31413 | | | | | | |
| 7 | | | | | | | |
| 8 | 32912 | | | | | | |
| 9 | | | | | | 36811 | |
| 10 | 34410 | 34862 | | | | 37707 | 38308 |
| 11 | | | | | | | |
| 12 | | | | | | | |
| 13 | | | | | | | |
| 14 | | | | | 41004 | | |
| 15 | 38558 | 39006 | | | | | |
| 16 | 39404 | | | | | | |
| 17 | | | | | | | |
| 18 | | | | | | | |
| 19 | | | | | 46098 | | |
| 20 | 45410 | | | | | | |
| 21 | 46343 | | | | | | |
| 22 | | 47803 | | 48802 | | | |
| 23 | | | | | 53386 | 54119 | |
| 24 | | | | | | 55161 | |
| 25 | | | | | | | 56936 |

Extended Contract 1763 Guidance Counselor

APPENDIX I-C

Salary Schedule C for Palestine CUSD #3 2009-2010

| Year | BS | BS + 8 | BS + 16 | BS + 24 | MS | MS + 8 | MS + 16 |
|-------------|-----------|---------------|----------------|----------------|-----------|---------------|----------------|
| 1 | 29879 | 30178 | 30480 | 30784 | 31092 | 31403 | 31717 |
| 2 | 30184 | 30486 | 30790 | 31098 | 31409 | 31723 | 32041 |
| 3 | 30489 | 30794 | 31102 | 31413 | 31727 | 32044 | 32364 |
| 4 | 30794 | 31102 | 31413 | 31727 | 32044 | 32365 | 32688 |

If a teacher is employed with four or more years of experience, the Board will negotiate the salary with the PEA.

**Movement horizontally results in an additional 1% increase in salary
Extended Contracts Times Same Percentage**

| Year | BS | BS + 8 | BS + 16 | BS + 24 | MS | MS + 8 | MS + 16 |
|-------------|-----------|---------------|----------------|----------------|-----------|---------------|----------------|
| 5 | 31144 | 31609 | | | 33015 | | |
| 6 | 31925 | | | 33327 | | | |
| 7 | 32701 | | | | | | |
| 8 | | | | | | | |
| 9 | 34261 | | | | | | |
| 10 | | | | | | 38320 | |
| 11 | 35821 | 36291 | | | | 39253 | 39879 |
| 12 | | | | | | | |
| 13 | | | | | | | |
| 14 | | | | | | | |
| 15 | | | | | 42685 | | |
| 16 | 40139 | 40605 | | | | | |
| 17 | 41020 | | | | | | |
| 18 | | | | | | | |
| 19 | | | | | | | |
| 20 | | | | | 47988 | | |
| 21 | 47272 | | | | | | |
| 22 | 48243 | | | | | | |
| 23 | | 49763 | | 50803 | | | |
| 24 | | | | | 55575 | 56338 | |
| 25 | | | | | | 57423 | |
| 26 | | | | | | | 59270 |

Extended Contract 1835 Guidance Counselor

APPENDIX II

EXTRA-CURRICULAR SALARIES

Includes 9.4% Teacher Retirement

Extra-Curricular Salary Schedule

| | Grade School | | | |
|----------------------------|--------------|---------|---------|---------|
| | # | 2007-08 | 2008-09 | 2009-10 |
| Athletics | | | | |
| Basketball - Head | 2 | 2123 | 2221 | 2312 |
| Basketball - Assistant | 2 | 1207 | 1263 | 1315 |
| Track | 2 | 869 | 909 | 946 |
| Softball | 1 | 1207 | 1263 | 1315 |
| Volleyball | 1 | 1207 | 1263 | 1315 |
| Volleyball - Assistant | 1 | 751 | 786 | 818 |
| Sponsorships | | | | |
| Annual | 1 | 1142 | 1195 | 1244 |
| Cheerleading | 1 | 600 | 628 | 654 |
| Chorus | 1 | 321 | 336 | 350 |
| History Club | 1 | 341 | 357 | 372 |
| Scholastic Bowl | 1 or 2 | 1070 | 1119 | 1165 |
| Young Authors | 1 | 501 | 524 | 545 |
| Registration Day Workers | 2 | 61 | 64 | 67 |
| Concession, Tickets, Chap. | | 26 | 27 | 28 |
| Student Senate | 1 | 133 | 139 | 145 |
| Tutoring and Saturday Sch. | | 17/hr | 18/hr | 19/hr |

Extra-Curricular Salary Schedule

| | High School | | | |
|----------------------------|-------------|----------------|----------------|----------------|
| Athletics | # | 2007-08 | 2008-09 | 2009-10 |
| Football - Head | 1 | 3141 | 3285 | 3420 |
| Football - Assistant | 1 | 1637 | 1712 | 1782 |
| Basketball - Head | 2 | 3141 | 3285 | 3420 |
| Basketball - Assistant | 2 | 1637 | 1712 | 1782 |
| Baseball - Head | 1 | 2417 | 2528 | 2632 |
| Baseball - Assistant | 1 | 876 | 916 | 954 |
| Volleyball - Head | 1 | 2417 | 2528 | 2632 |
| Volleyball - Assistant | 1 | 876 | 916 | 954 |
| Track | 1 | 1736 | 1816 | 1890 |
| Softball | 1 | 2417 | 2528 | 2632 |
| Golf | 1 | 1736 | 1816 | 1890 |
| Sponsorships | | | | |
| Unit Band | 1 | 1569 | 1641 | 1708 |
| Drama | 1 | 1569 | 1641 | 1708 |
| Cheerleading | 1 | 941 | 984 | 1024 |
| Annual | 1 | 1142 | 1195 | 1244 |
| Student Senate | 2 | 341 | 357 | 372 |
| Freshman Class | 2 | 133 | 139 | 145 |
| Sophomore Class | 2 | 133 | 139 | 145 |
| Junior Class | 2 | 301 | 315 | 328 |
| Senior Class | 2 | 205 | 214 | 223 |
| Scholastic Bowl | 1 or 2 | 1070 | 1119 | 1165 |
| Registration Day Workers | 2 | 61 | 64 | 67 |
| Concession, Tickets, Chap. | | 26 | 27 | 28 |
| WYSE Sponsor | 1 | 164 | 172 | 179 |
| Tutoring and Saturday Sch. | | 17/hr | 18/hr | 19/hr |

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement shall be considered part of the Agreement between the Board of Education of Palestine Community Unit School District No. 3 and the Palestine Education Association, IEA-NEA.

The parties hereby agree to amend the current Agreement between the Board of Education Palestine Community Unit School District No. 3 and the Palestine Education Association, IEA/NEA dated August, 2007 to August, 2010. This amendment replaces and supersedes Article V (EMPLOYEE COMPENSATION AND FRINGE BENEFITS), Section 3 (Early Retirement Plan), Paragraph 2 (terms of the Retiring Teacher Salary Enhancement Program), Enumeration 3 (age, creditable service):

~~3. Be at least fifty-five (55) years of age by the end of the calendar year of the year of the last day of service in the District with thirty-five (35) years of creditable service as defined by the Illinois Teacher Retirement System.~~

The replacement language is as follows:

3. Be at least fifty-five (55) years of age by the end of the calendar year of the year of the last day of service in the District or have thirty-five (35) years of creditable service as defined by the Illinois Teacher Retirement System.

_____ (date)
President, Board of Education

_____ (date)
President, Palestine Education Association