

**ARTICLE I  
RECOGNITIONS AND DEFINITIONS**

1.1 Recognition

The Board of Education of Saunemin Community Consolidated School District No. 438, Livingston County, Illinois (hereinafter referred to as the “Employer or the Board”) recognizes the SEA-IEA-NEA (hereinafter referred to as the “Association” or the “Union”) as the sole and exclusive bargaining representative for all certificated Employees (hereinafter referred to as the “Employee” or “Bargaining Unit Member”) excluding supervisors, managerial, confidential, and short term employees, as defined by the Illinois Educational labor Relations Act.

1.2 Part-time certified Employees

Employees included in the bargaining unit, working on other than a full-time basis, shall be provided benefits and conditions as specified in articles 1.3.1 and 1.3.2.

1.2.1 Part time Employees who work 50% time or more shall receive a pro-rata contribution of board contribution to the cost of District insurance programs. Coverage may be limited by carrier restriction.

1.3 Definitions

A. Duty Day

Duty Day(s) means day(s) during which bargaining unit members are required to render service.

B. Duty time

Responsibility time begins at 7:45 A.M. and concludes at 3:30 P.M. Early dismissal may be an exception (e.g. prior to vacations). With permission of the Superintendent and responsibilities to students concluded, conclusion of workday may be prior to 3:30 P.M. Teacher duty time may be extended due to emergency. Time necessary for extra duties is in addition to the Duty Time. Teachers may be required to remain after 3:30 for special events such as parent-teacher conferences, IEP meetings, or other education-related matters.

C. Instructional Days

Instructional day(s) means any day(s) pupils are present for instruction.

D. Daily Rate of Pay

For full time teachers, the Daily Rate of Pay means the bargaining unit member’s annual scheduled salary divided by 180. For teachers who work less than the full Duty Day, the scheduled salary shall be prorated.

**Example:** Employee AB works 180 days per school year at half the hours every day that a full time Employee works. AB’s daily rate of pay will be one-half the scheduled salary ÷ 180, and AB’s total annual salary is one-half the scheduled salary.

**Example:** Employee CD works 120 days per school year the same number of hours per day that a full-time Employee Works. CDs daily rate of pay shall be the scheduled salary ÷ 180, and CD's total annual salary shall be two thirds the scheduled salary.

## ARTICLE II TEACHER EVALUATION

### 2.1 **Formal Evaluations**

Evaluation of Employees shall be based on formal and informal observations of the Employees performance. Pre-announced observations of an Employee's classroom or other professional duties will be conducted in person by a qualified administrator with the knowledge of the Employee. Evaluation may also be based on informal or unannounced observations or data from reliable sources. "Reliable" is defined as information reasonably relied upon by professional educators.

### 2.2 **Notification of Evaluation Process**

The building principal shall inform each Employee of the evaluation procedures, standards, instruments and job descriptions to be used for evaluation.

### 2.3 **Purpose of Evaluations**

The purpose of evaluation is to appraise the Employees performance of duties. Evaluation may lead to suggestions for improvement or remediation when deemed necessary by the qualified administrator. In the case of non-tenured certified employees, evaluation may lead to non-renewal of employment.

### 2.4 **Evaluation Process**

#### A. **Initial Evaluation**

The initial formal observation shall be preceded by a period of not less than five (5) days from the first student attendance day of the school year. There shall be a fifteen (15) workday period between each evaluation unless otherwise requested by the Employee, or deemed necessary by the administration due to such factors as absence of the certificated employee, or the certificated employee's lack of cooperation in completing the prior evaluation.

#### B. **Non-Tenured Teacher**

A non-tenured Employee shall be formally evaluated not less than twice a year. The administration shall strive to perform at least one formal observation of at least 25 minutes in both the first semester and second semester. These observations shall be visits to the classroom and will be completed prior to 45 days before the end of the school year, if the non-tenured employee is full time.

#### C. **Tenured Teacher**

Tenured Employees shall be formally evaluated not less than once every other year. The classroom observation will last a minimum of twenty-five (25) minutes.

#### D. **Pre-Evaluation Conference**

Evaluation shall be preceded by a review of the general nature of the evaluation process and instruments that might be used. This may take place at a general

faculty meeting, initial employee orientation or individual meetings with Employees.

- E. SEA/IEA Representation  
All employees shall have the right to have SEA representation present at any formal evaluation conference.
- F. Remediation  
Remediation of tenured certificated Employees rated “unsatisfactory” shall be in accordance with the remediation plan, Plans for the improvement to teachers rated “needs improvement” shall be in accordance with the improvement plan. Neither remediation plans nor improvement plans are governed by the Evaluation Plan or this Article. The responsibility for eliminating said deficiencies shall rest with the teacher. No remediation or improvement plan is required for non-tenured teachers

## 2.5 Follow-Up After Formal Evaluations

The certified Employee shall sign the written evaluation and shall receive a copy. The administrator will schedule a conference with the employee to discuss the evaluation after the administrator has completed the evaluation.

If the teacher feels that his/her formal evaluation is inaccurate or incomplete, he/she may put his/her concerns in writing, and attach to the formal evaluation form. The teacher will sign both the formal evaluation form and any other statement he/she wishes to enter into the personnel file.

## 2.6 Informal Evaluation

Nothing contained herein shall curtail the right of the Superintendent to use informal observations and other reliable evaluative criteria for considering competency of the teacher. Any informal observations, which are used to evaluate the employee, shall be reduced to writing and discussed with employee prior to being placed in the teacher’s personnel file.

## 2.7 Coaches Evaluation

Head coaches and assistant coaches shall be evaluated by the athletic director and/or principal within thirty (30) days after the close of the coaching season. The coach shall be provided with a copy of this evaluation within five (5) workdays of the date of the evaluation. At the request of the coach, a conference shall be held to discuss the evaluation.

- 2.8. This Article relates only to certain procedures of evaluation. Neither the substantive rating of an employee nor the Evaluation Plan is subject to this Agreement. This Article does not limit the tenure teacher dismissal proceedings or decisions of the Board to non-renew the employment of non-tenured teachers.

**ARTICLE III  
ADMINISTRATIVE EVALUATIONS**

All administrators and supervisors shall be rated annually by the faculty. The form provided shall contain a compiled summary of the evaluations with written comments. The evaluation form shall be approved by both the administrators and the “Association.” This written form shall be submitted to the Board at the January meeting.

**ARTICLE IV  
EMPLOYEE RIGHTS**

**4.1 School Code Rights**

Nothing contained herein shall be construed to deny any Employee his/her rights under the School Code of the State of Illinois or under other applicable laws and regulations, none of which are incorporated into the Agreement.

**4.2 Employer Hearings/Employee Rights**

When any Employee is required to appear before the Board or Superintendent regarding a matter which the Board or administrators knows, in advance, is likely to result in that employee’s dismissal, or suspension without pay, the employee shall:

A) be given at least forty-eight (48) hours prior written notice of the reasons for such meeting or interview and,

B) be entitled to have a representative of the IEA/SEA present to advise him/her and represent him/her during such meeting or interview.

Paragraph 4.4 has no applicability to other meetings or conferences, including, for example, Employee evaluation.

**4.3 Rules and Regulations**

All policies, regulations, and rules of the Employer must be made available to Employees. Copies of the Employee Handbook containing work policies, regulations and rules shall be distributed to each Employee in that building on the first day of school. Changes in existing policies, regulations and rules shall be given to each Employee and the Association immediately prior to enforcement.

**4.4 Staff Meetings – Number Required**

The SEA recognizes the need for professional staff meetings. The administration shall strive to conduct meetings with the teachers once per month.

**ARTICLE V  
EMPLOYEE PROTECTION**

**5.1 Behavioral Problems – Resolutions**

When a student’s behavior disrupts the learning environment, appropriate action shall be taken, such as by means of (1) teacher-student conference, (2) teacher-parent conference, or (3) teacher-parent-superintendent conference. This paragraph does not limit the rights of the District regarding possible response to student disruptions.

**5.2 Investigation of Complaints**

It is the duty of the administration to investigate and to determine the validity of complaints brought to its attention. If the complaint has merit, the administrator needs to notify the employee that a complaint is being investigated, obtain the employee’s input and to then consult with and provide suggestions to the employee to help solve the problem. No unsubstantiated or anonymous complaint shall be used in the evaluation process. This paragraph is unrelated to investigations of alleged criminal acts or other allegations of intentional wrongdoing on the part of the employee or any other investigation, if informing the teacher of the complaint would compromise an investigation.

**5.3 Just Cause Discipline**

No letter that adversely affects a teacher’s employment status shall be placed in his/her personnel file without knowledge of said teacher, and no tenured employee shall be suspended without pay without just cause. Prior to the time such action is taken; written notice of the specific grounds forming the basis for suspension without pay will be delivered to the Employee, and the Association, if requested by the teacher. This provision does not limit the right of the Board: (1) To non-renew the employment of non-tenured teachers, (2) In proceedings following unsatisfactory or “needs improvement” ratings or (3) In tenured teacher dismissal proceedings.

**5.3.1 Just Cause Procedure**

Discipline-of any Employee shall be preceded by:

- A. A conference with the Employee by the appropriate administrator prior to taking any action.
- B. A written explanation for the action to the Employee, and the Association, if requested.

**5.3.2 Evidence Restrictions**

Letters or incident reports placed in personnel files shall only include specific incidents or problems that the teacher is aware of, and that have been discussed with the teacher.

#### 5.4 Notification of Reduction in Force

A. Reduction in Force

Procedure for Teacher Reduction: If the number of positions must be reduced, the teachers who are subject to reduction in force shall receive notice by certified mail return receipt requested at least forty-five days before the end of the school term together with a statement of honorable dismissal.

### ARTICLE VI ASSOCIATION RIGHTS

6.1 **Board Consultation - Association**

The Board shall endeavor to timely consult with the Association on any considered or proposed building construction programs, considered or proposed annexation or consolidation plans, or revisions of Board policy affecting Employees. Except in case of emergency, or when changes in policy are reflective of changes in law, The Association shall be given opportunity to consult with the Board and to make recommendations with respect to these matters prior to their adoption.

6.2 **Association Leave**

In the event that the SEA member(s) desire to send representative(s) to local, state, or national conferences or on other business pertinent to IEA/SEA affairs, the union shall be allowed 1 day total per school year without loss of salary.

6.3 **NEA/IEA/SEA Participation – Employee Suspension**

Any Employee subject to suspension without pay shall have the right to be represented by the NEA/IEA/SEA in any meeting conducted by the Board or administration with such Employee regarding such charge. Prior to scheduling any such meeting or hearing, the Employee will be given at least forty-eight (48) hours notice of the nature of the charge and informed of his/her right to be represented by the NEA/IEA/SEA at such meeting. This paragraph does not affect the right of the Board to place employees on non-disciplinary paid leave, such as during investigations of alleged wrongdoing or fitness, matters following a teacher's evaluation rating of "needs improvement" or "unsatisfactory" or a decision of the Board to non-renew a non-tenured teacher, or the administration to recommend it.

6.4 **NEA/IEA/SEA use of District Facilities and Equipment**

The Employer will allow the Association to use District facilities and equipment for meetings. No such usage will conflict with usage for school purposes or use of space by groups previously approved. NEA/IEA/SEA members will be allowed to store NEA/IEA/SEA materials in their rooms or desks in a place not visible or available to students.

6.5 **Business by NEA/IEA/SEA Representatives on School Property**

Representatives of the NEA/IEA/SEA shall be permitted to transact NEA/IEA/SEA business on school property. Such business shall be conducted outside Employee work hours. Representatives must follow all rules for building security.

6.6 **SEA – Administrative Meetings**

The administration and the SEA may meet when necessary for discussing problems.

**ARTICLE VII  
PROFESSIONAL GROWTH**

7.1 **Advancement On The Salary Schedule**

Teachers who earn credit in graduate courses may advance two (2) lanes (horizontally) on the salary schedule annually provided the following requirements are met:

- A) The teacher shall present a notification of intent to take a course to the board or designees in advance of beginning of course.
- B) The Superintendent shall have the right to approve or deny the course in advance for courses that are not part of an educationally relevant masters program, or, in the discretion of the superintendent, other relevance to the District and the teacher's present or possible duties in the District.
- C) Upon completion of the course, the following conditions must be met prior to the employee receiving the appropriate salary schedule placement.
  - 1) All hours must be earned at an accredited institution of higher learning, which is a member of National Collegiate Association of Teacher Education.
  - 2) Satisfactory completion of a course with a grade of "B" or better must be demonstrated by either a grade card or other writing bearing the University letterhead submitted to the superintendent by August 15.
  - 3) Once every three (3) years, or upon administrator's request, an official transcript from the institution demonstrating successful completion must be on file in the office.

7.2 Teachers shall be advanced at the appropriate step on the salary schedule only at the beginning of the academic year.

7.3 **TUITION REIMBURSEMENT** – Teachers may be reimbursed for courses subject to the following conditions:

- A) Reimbursement shall be \$175 per credit hour for a letter grade of "B" or better. There will be no reimbursement for a "C" or lower.
- B) Teachers will be reimbursed for up to 8 hours per year.
- C) Transcripts or grades bearing University letterhead certifying course completion with a course grade of "B" or better must be provided to be eligible for reimbursement within thirty (30) days of course completion.
- D) Reimbursement shall be made by separate check with no pension or tax deducted.

- 7.4 Teachers must serve in the district for two consecutive years following tuition reimbursement. If the teacher leaves the district for any reason before two years elapses, the teacher will be required to repay the District the full amount of tuition reimbursement received in the preceding 24 months. The Board shall have a right to a cause of action in the circuit court to enforce this provision, and may require all teachers to sign an agreement to reimbursement in accordance with this provision.
- 7.5 Up to ten (10) years experience will be given on the salary schedule for experience received outside the district.

## **ARTICLE VIII PROFESSIONAL GRIEVANCE PROCEDURE**

### **8.1 Definition**

- 8.1.1 A professional grievance is any claim by a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this agreement.
- 8.1.2 Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his supervisor and of having the grievance adjusted without the intervention of the SEA, provided the SEA has been notified and the adjustment is not inconsistent with the terms of this agreement.

### **8.2 Procedure**

The parties hereto acknowledge that it is most desirable for a teacher and his supervisor to resolve problems through free and informal communications. When requested by a teacher, a SEA representative may accompany the teacher to assist in the resolution of the grievance. If however, such processes fail to satisfy the teacher, a grievance may be processed as follows:

- 8.2.1 The teacher may present the grievance in writing to the Superintendent immediately involved who will arrange for a meeting to take place within ten (10) working days or when mutually agreed upon after receipt of the grievance. The aggrieved teacher and the immediately involved supervisor shall be present for the meeting. The supervisor shall provide the aggrieved teacher with a written answer to the grievance within ten (10) working days or when mutually agreed upon after the meeting. This answer shall include the reason for the decision.
- 8.2.2 If the grievant is not satisfied with the disposition of the grievance, or if the time limits expire without the issuance of the superintendent's reply, the grievant may submit the grievance to the Board.
- 8.2.3 If the grievant is not satisfied with step two, it may be submitted only by the Association for final and binding arbitration through Federal Mediation and Conciliation Service. If the demand for arbitration is not filed by the Association within thirty (30) days of the date for step two answer, then the grievance shall be deemed withdrawn. The modification of 8.2.3 by the successor to the 2009-2012



agreement reflects the parties' longstanding intention that all grievances may be processed to arbitration only by the Association, and therefore this language shall apply to all pending and future grievances.

8.2.3.a Neither the Board nor the SEA shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the parties involved.

8.2.3.b The arbitrator shall have no power to alter the terms of this agreement.

8.2.3.c The arbitrator is empowered to include in any award such financial reimbursement or other remedies as he judges to be proper.

8.2.3.d Each party shall bear the full costs for its representation. The cost of the arbitrator and FMCS shall be divided equally between the Board and the SEA.

8.2.3.e At the request of the grievant and in agreement with the Board and the Association, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

### 8.3 **By-Pass Arbitration**

If the grievant and the superintendent agree, step 8.2.1 of the grievance procedure may be passed and the grievance brought directly to step 8.2.2.

### 8.4 **SEA Participation – Teachers represented**

The Board acknowledges the right of the SEA grievance representatives to participate in the processing of a grievance at any level. No teacher shall be required to discuss any grievance if the SEA's representative is not present. The grievant must notify the superintendent or administrator involved, in writing, that he/she desires to have SEA representation at any step of the grievance procedure.

### 8.5 **SEA Participation – Teacher Not represented**

In cases where a teacher is not represented by the SEA, the SEA shall have the right to have its representative present to state its views at all stages of the grievance procedure.

### 8.6 **Board – Administration Cooperation**

The Board and the administration shall provide copies of documents or readily available information to the SEA in connection with its processing of a grievance.

### 8.7 **No Reprisal Clause**

No reprisal of any kind shall be taken by the Board or the administration against any teacher because of his/her participation in this grievance procedure.

### 8.8 **Release Time**

Should the investigation or processing of any grievance require that a teacher or a SEA representative be released from his/her regular assignment, he/she may be released with the approval of the superintendent or the Board. Pay, benefits, and the amount of time will be determined by each individual case.

### 8.9 **Filing Material**

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**ARTICLE IX  
BOARD MEETINGS**

**9.1 Board meetings – Notification**

The president of the SEA or his/her designee shall be given written or oral notice of all meetings of the Board.

**9.2 Board Briefs – SEA copies**

A copy of all Board meeting briefs shall be distributed to SEA members no later than three (3) working days after the scheduled meeting. Board briefs provided to the Association shall not contain any information where confidentiality is protected by law or matters discussed in closed session of the Board.

**9.3 SEA – Board Meetings**

The SEA and Board recognize the importance of communication in maintaining good relationships and agree to meet when necessary for discussing problems. Meetings shall be held with reasonable written notice stating the item or items to be discussed.

**ARTICLE X  
LEAVE**

**10.1 Sick Leave**

10.1.1 Each employee serving in a position requiring teacher certification shall be entitled to ten (10) days of sick leave at full pay each school year.

EXAMPLE – Teacher AB is half-time. AB is entitled to ten half days of sick leave each year.

10.1.2 Sick leave Sick Leave may be used as provided in the School Code. Any employee unable to work due to pregnancy or the effects of child birth is entitled to use earned and accrued sick leave.

**10.2 Sick Leave Bank**

The Saunemin Community Consolidated School District #438, Board of Education shall permit the formation of a Sick Leave Bank (henceforth referred to as the “Bank”) for all participating certified personnel employed by the District. A governing Committee made up of a School Board Member, the superintendent, the SEA President, and an elected member from the eligible group will decide at the beginning of each school year if it is necessary to deposit additional days to the “Bank”.

10.2.1 Days from the sick leave “Bank” shall not be applicable to any disability related to medical procedures which could be safely deferred until a vacation, recess, or other non-work day(s) or hour(s). It shall not cover child care leave or elective surgery on the eligible member. However, special consideration may be given in the instance of illness of an immediate family member of an eligible member.

10.2.2 An employee who has exhausted his/her accumulated sick leave days and subsequently has been absent from work more than three (3) consecutive workdays in connection with the same disability may make application to utilize

days from the “Bank” in full-day units. Such request shall be submitted in writing to the Governing Committee and shall be accompanied by a doctor’s verification as proof of need. A member submitting an application may be required to undergo a medical review by a physician at any time at the member’s expense.

10.2.2.a Special consideration may be given to those employees who are non-contributors to the “Bank” by the Governing Committee. Requests must follow the same procedure as those of contributing members of the “Bank”.

10.2.3 Within five (5) workdays after receipt of the request, the Governing Committee shall determine if the requested day(s) should be approved; provided, there are sufficient days available in the “Bank”.

10.2.4 The Governing Committee shall respond, in writing, to the requesting employee within five (5) days of the approval/denial of said request. A copy will be sent to the School Board, the SEA, and the Superintendent.

10.2.5 A participating Employee may use a maximum of five (5) days for a first year member, ten (10) days for a second year member, and fifteen (15) days for all other members from the “Bank” during a school term.

10.2.6 An employee who is eligible to receive disability benefits under the Illinois Workers’ Compensation Act shall not be eligible to receive compensation through the Special Sick Leave Bank for the same days applicable to Workers’ Compensation.

10.2.7 Days remaining in the “Bank” at the end of one fiscal year will be carried over the next fiscal year. A fiscal year runs from July 1 to June 30.

10.2.8 The annual number of sick leave bank days used by all employees combined shall be limited to 20.

### 10.3 **Funerals**

10.3.1 One board paid funeral day will be allowed to attend a funeral as needed. Funeral days after the paid day will come from the employee’s sick days.

### 10.4 **Personal Leave**

10.4.1 The Board shall grant three (3) days of personal leave without loss of pay. No reason for personal leave need be given. Unused personal leave days, three (3) of which are granted annually, shall accumulate to five (5) personal leave days that may be used consecutively upon accumulation. After five personal leave days available for use are accumulated, the additional unused personal leave days shall be added to the teacher’s accumulated sick-leave days. Total sick leave days shall not exceed 320 days in 2015/16; 320 days in 2016/17; and 320 days in 2017/18.

10.4.2 Personal leave shall be granted for in-house substituting. In this system, the teacher who substitutes in another teacher’s class during his/her planning period(s) will accumulate periods of credit. Eight periods of credit (based on an eight period per day building schedule) will accumulate to give the teacher earning credits an additional personal leave day.

- 10.4.3 Except in cases of emergencies, written advance notice of the necessity for personal leave shall be submitted as soon as possible to the superintendent or designee.
- 10.4.4 At the discretion of the superintendent and with valid reason, one personal leave day may be used to extend a holiday or long weekend. Notice must be given to the administrator at least five (5) days in advance.

## 10.5 **Leave of Absence**

- 10.5.1 A leave of absence of up to one (1) year without pay or benefits shall be granted to any teacher, upon application, for the purpose of participating in:
  - 10.5.1.a Exchanging teaching programs in other states, territories, or countries.
  - 10.5.1.b Foreign or military teaching programs. (Military to be handled on exception basis.)
  - 10.5.1.c Peace Corps, Teacher Corps, Job Corps, as a full-time participant. (Peace Corps to be handled on exception basis.)
  - 10.5.1.d Cultural travel or work programs related to profession responsibilities.
  - 10.5.1.e Child rearing leave.
  - 10.5.1.f Serious personal or family illness.
- 10.5.2 To qualify for such leave, the teacher shall state his/her intention to return to the district.
- 10.5.3 The teacher shall advance the number of steps on the salary schedule equivalent to the time on leave.
- 10.5.4 The contractual continued service status of a teacher shall not be affected because of absence while on leave as provided herein.
- 10.5.5 A teacher must be employed in the Saunemin District #438 for a period of not less than five (5) years before such leave application will be considered except for maternity and child rearing leave.

## 10.6 **Sabbatical Leave**

- 10.6.1 A leave of up to one (1) year without pay or benefits may be granted to members of the faculty for the purpose of continuing education.
  - 10.6.1.a To qualify for such leave, the teacher shall state his intention to return to the district.
  - 10.6.1.b The teacher shall advance the number of steps on the salary schedule equal to the time on leave.
  - 10.6.1.c The contractual continued service status of a teacher shall not be affected because of absence while on leave as provided herein.
  - 10.6.1.d A teacher must be employed in the Saunemin District #438 for a period of not less than five (5) years before such leave application will be considered.
- 10.6.2 If a sabbatical leave is granted for further schooling, this schooling is to be in the teacher's teaching field.

**ARTICLE XI  
WORKING CONDITIONS**

**11.1 Safe Working Conditions**

The Board of Education shall use reasonable and good faith efforts to maintain a safe school environment.

**11.2 Prep Periods**

At least one prep period, up to 40 minutes per day, will be given to each full-time certified staff member.

**11.3 Break Periods**

Employees shall be permitted to leave the school grounds only during their thirty (30) minute duty free lunch after signing out in the office, unless prior approval has been given by the administration.

**11.4 Employee Notification of Assignments**

Teachers will be notified of any change of assignment as soon as it is known by the administration and Board of Education. In no event shall changes in the Employee's assignments be made later than thirty (30) calendar days preceding the commencement of the next school term unless an emergency situation required the same.

**11.5 Employee After School Time**

11.5.1 On days before Thanksgiving, Christmas, and Spring Break, and on the occurrence of any school related evening events requiring the attendance of the entire staff, the staff may leave the work site after the dismissal of students. This does not apply to afternoon or evening parent/teacher conferences. Qualifying events will be listed in the faculty handbook and discussed at the beginning of each school year. The administrator may also handle requests for early dismissal on an individual basis.

11.5.2 Teachers will be required to attend building meetings to their conclusion unless prior approval has been given by the administration. Meetings will include department meetings and all staff meetings.

11.5.3 Each staff member will make every effort to attend at least three (3) extra curricular activities during each school year. The allowed extra curricular activities will be addressed in the faculty handbook at the beginning of every school year.

**ARTICLE XII  
COMPENSATION AND RELATED PROVISIONS**

**12.1 Inoculations**

Flu and Hepatitis B inoculations for Employees shall be provided by the Board. Staff participation shall be voluntary.

**12.2 Insurance Allotment**

The Board shall pay \$525/month for the 2015/2016 school year, \$525/month for the 2016/2017 school year, and \$550/month for the 2017/2018 school year towards a hospitalization, major medical, and prescription drug plan for each Employee and their dependents.

**12.3 Selection of Carrier**

The Association shall choose the insurance carrier, and benefits plan health insurance coverage in collaboration with the School Board. The School Board will approve the Insurance Brokerage firm. The Association shall bargain the amount of health insurance premium benefit. The Association has the right to meet with the insurance broker as needed. All premium costs not covered by The Board's bargained monthly contribution shall be paid by the employee via payroll deduction.

**12.4 Payroll Installments**

If desired, a new teacher shall be paid semi-monthly for the first month of the school term. The dates of payment shall be on the 1<sup>st</sup> and 15<sup>th</sup> of the month. After the first month, all pay will be on the 15<sup>th</sup> of each month, or on the Friday prior to the 15<sup>th</sup> should the 15<sup>th</sup> fall on a weekend.

At the option of the teacher, a teacher may elect to be paid on a ten (10) or twelve (12) month payment schedule. This option must be selected by the teacher before the teacher's work "year" commences. The teacher must make the option in writing, by executing an agreement with the Board in accordance with Internal Revenue Code Section 409A.

**12.5 Salary Schedule**

The salary schedule shall be as set for the appendix A, which is attached to and incorporated in this agreement. Such schedule shall be based on a 180 day school calendar. The Association will be allowed input into the formation of the calendar and any amendments. The final calendar adoption and any amendments shall be decided by The Board

12.6 Exceptions – The Board reserves the right to hire teachers in areas of critical shortage at a salary above salary schedule.

**12.7 Direct Deposit**

The District will provide direct deposit of payroll installments at the member's request.

12.8 Mileage reimbursement will be paid at the IRS rate

**ARTICLE XIII  
CONTINUITY OF OPERATIONS**

**13.1 No Strike Provision**

The Association/Union agrees that it will not strike during the terms of this Agreement.

13.2 **No Lockout Provision**

The Employer agrees that it will not lockout any Bargaining Unit Member during the term of this Agreement.

**ARTICLE XIV  
EFFECTS OF CONTRACT**

14.1 **Complete Understanding**

The terms and conditions set forth in this contract 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 **Saving Clause**

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

14.3 **Management Rights**

All rights, duties powers and authorities of the Board of Education including, by example, to manage the affairs of the District, fix its budget, levy taxes and establish procedures, policies, standards and rules, are retained by the Board. They shall not be deemed diminished, limited or restricted except by the express provisions in this agreement. In the exercise of its retained powers, duties and authorities, the Board of Education shall not violate an express provision of this Agreement.

**ARTICLE XV**  
**DURATION**

15.1 Duration

This agreement shall be effective from 12:00 a.m. of July 1, 2015 and shall continue in effect through 11:59 p.m. of June 30, 2018 subject to other provisions of this agreement.

**EDUCATION ASSOCIATION**

**BOARD OF EDUCATION**

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Negotiating Committee Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Negotiating Committee Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Negotiating Committee Member

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date



**APPENDIX A**  
**SAUNEMIN COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 438**

**Benefits**

|                        | <u>2015-2016</u> | <u>2016-2017</u>                         | <u>2017-2018</u> |
|------------------------|------------------|--|------------------|
| Base Salary            | \$30,200         | \$30,800                                 | \$31,500         |
| Index Column 1         | 2.17%            | 2.17%                                    | 2.17%            |
| Education:             | \$600            | \$600                                    | \$600            |
| Sal Schedule           |                  | 20 year Schedule                         |                  |
| % off scale:           | 2.6% + \$1,200   | 2.6% + \$800                             | 2.6% + \$800     |
| Prof Growth:           |                  | \$175 per credit hour up to 8 hours/year |                  |
| Sick Leave:            | 320 days         | 320 days                                 | 320 days         |
| Health Ins.:           | \$525 month      | \$525 month                              | \$550 month      |
| Mileage reimbursement: | IRS rate         |  |                  |

Activity Stipends

|  |              |
|--|--------------|
| Speech Sponsor (2) .....                                     | 225.00       |
| Hosting County/State Speech Contest .....                    | 200.00       |
| Honors Club .....  | 200.00       |
| Ticket Sellers .....   | 20.00 night  |
| Scorers & timers Volleyball, Basketball .....                | 40.00 night* |
| Starter – Track .....  | 30.00        |
| Track Helpers (4) .....                                      | 20.00 each   |
| Math Teams .....   | 225.00       |
| Hosting County Math Teams .....                              | 200.00       |
| Music – e.g. contests, winter and spring concerts, etc. .... | 600.00       |
| County Music Contest Host .....                              | 200.00       |
| Safety Patrol (2) .....                                      | 300.00       |
| Summer Library Program .....                                 | 300.00       |
| Head Teacher .....   | 600.00       |
| Technology Coordinator .....                                 | 500.00       |
| AIMS Web Coordinator .....                                   | 300.00       |

**Coaching Salary**

| Years | Baseball | Basketball | Asst BB. | Volleyball | Asst. Vb. | Track  | Asst. Track | Scholastic | Cheer  | AD     |
|-------|----------|------------|----------|------------|-----------|--------|-------------|------------|--------|--------|
| 1-3   | \$1225   | \$1925     | \$825    | \$1925     | \$825     | \$1225 | \$725       | \$975      | \$975  | \$1325 |
| 4-6   | \$1375   | \$2125     | \$1025   | \$2125     | \$1025    | \$1375 | \$875       | \$1125     | \$1125 | \$1525 |
| 7-9   | \$1525   | \$2325     | \$1225   | \$2325     | \$1225    | \$1525 | \$1075      | \$1325     | \$1325 | \$1725 |
| 10+   | \$1825   | \$2625     | \$1325   | \$2625     | \$1325    | \$1825 | \$1325      | \$1475     | \$1475 | \$2125 |

It is understood that an assistant track coach will be hired after a need (15 athletes or more) is established.

An assistant baseball coach may be hired after a need is established (20 or more)

An assistant basketball coach may be hired after a need (20 or more excluding 4<sup>th</sup> grade) is established.

A second assistant track coach may be hired after a need (30 athletes or more)

\*BB & VB Timers and Scorers will receive \$15/game for tournaments with more than three games played in a night or day.

## APPENDIX B

### Retirement Incentive Pay

Any teacher who provides the Board of Education with a signed letter of intent to retire at least one school year, but not more than two school years in advance of said retirement as an annuitant into the Teachers Retirement System shall be entitled to an increase of not more than six percent total TRS creditable earnings each over the previous year's TRS creditable earnings. Retiring teachers will be paid the regular contractual salary amount during the year, with a lump sum payment in August to meet the six percent (6%) creditable earnings increase over the previous year.

All letters of intent to retire are binding and irrevocable

The terms of this retirement incentive agreement are good through the 2014/2015 school year.

The retirement bonus described in the first paragraph reflects continuous service at the same level as prior to notice of intent to retire. If, during the retirement incentive period, the teacher changes to lesser fractional employment status, or ceases to perform a previously performed extra duty or other service for which extra salary is paid, the 6% increase shall be applied to what the teacher's prior salary would have been had the reduction or change occurred the prior year:

EXAMPLE: Employee AB had a salary-schedule salary of \$45,000 in 2014-2015, and additionally earned a \$2,000 extra duty stipend. AB timely gives a notice of intent to retire two years in advance. During 2012-2013 AB no longer performs the extra duty. The salary for 2015-2016 is 106% of \$45,000 = \$47,700.

EXAMPLE: Employee CD was full time at a salary of \$45,000 immediately after giving notice of intent to retire in two years, at the end of 2016-2017. During the summer, prior to 2016, 2017, due to an illness of a parent, CD requests to become one-half time for the final year of employment, which is granted by the board. CD's salary for 2015-2016 will be  $106\% \times \$45,000 = 47,700$ . For 2016-2017, CD's salary will be  $\$47,700 \times 106\% \times \frac{1}{2} = \$25,281$ .

In order to avoid statutory "penalties" for an increase in salary exceeding 6%, in no case will the Board be required to pay more than 106% of prior year earnings for a teacher who has given irrevocable notice of intent to retire, even if the teacher's duties increase or the teacher performs additional extra duties.

If the General Assembly imposes upon the Board during the term of this Agreement any responsibility to pay a TRS contribution in excess of that which existed on May 15, 2012, or imposes any cost, charge or "penalty" due to application of this provision, then this paragraph will cease to exist effective prior to the time of such increased contribution, cost, charge or penalty. The Association shall have the right to negotiate the impact of the resulting elimination of this paragraph.

Saunemin CCSD #438  
Salary Schedule  
2015/2016

Base \$30,200      Index 2.17      Education \$600

FY 2016

| year | BA          | BA + 8      | BA + 16     | BA + 24     | BS +<br>32/MS | MA + 8      | MA + 16     |
|------|-------------|-------------|-------------|-------------|---------------|-------------|-------------|
| 1    | \$30,200.00 | \$30,800.00 | \$31,400.00 | \$32,000.00 | \$32,600.00   | \$33,200.00 | \$33,800.00 |
| 2    | \$30,855.34 | \$31,455.34 | \$32,055.34 | \$32,655.34 | \$33,255.34   | \$33,855.34 | \$34,455.34 |
| 3    | \$31,524.90 | \$32,124.90 | \$32,724.90 | \$33,324.90 | \$33,924.90   | \$34,524.90 | \$35,124.90 |
| 4    | \$32,208.99 | \$32,808.99 | \$33,408.99 | \$34,008.99 | \$34,608.99   | \$35,208.99 | \$35,808.99 |
| 5    | \$32,907.93 | \$33,507.93 | \$34,107.93 | \$34,707.93 | \$35,307.93   | \$35,907.93 | \$36,507.93 |
| 6    | \$33,622.03 | \$34,222.03 | \$34,822.03 | \$35,422.03 | \$36,022.03   | \$36,622.03 | \$37,222.03 |
| 7    | \$34,351.63 | \$34,951.63 | \$35,551.63 | \$36,151.63 | \$36,751.63   | \$37,351.63 | \$37,951.63 |
| 8    | \$35,097.06 | \$35,697.06 | \$36,297.06 | \$36,897.06 | \$37,497.06   | \$38,097.06 | \$38,697.06 |
| 9    | \$35,858.66 | \$36,458.66 | \$37,058.66 | \$37,658.66 | \$38,258.66   | \$38,858.66 | \$39,458.66 |
| 10   | \$36,636.80 | \$37,236.80 | \$37,836.80 | \$38,436.80 | \$39,036.80   | \$39,636.80 | \$40,236.80 |
| 11   | \$37,431.81 | \$38,031.81 | \$38,631.81 | \$39,231.81 | \$39,831.81   | \$40,431.81 | \$41,031.81 |
| 12   | \$38,244.08 | \$38,844.08 | \$39,444.08 | \$40,044.08 | \$40,644.08   | \$41,244.08 | \$41,844.08 |
| 13   | \$39,073.98 | \$39,673.98 | \$40,273.98 | \$40,873.98 | \$41,473.98   | \$42,073.98 | \$42,673.98 |
| 14   | \$39,921.89 | \$40,521.89 | \$41,121.89 | \$41,721.89 | \$42,321.89   | \$42,921.89 | \$43,521.89 |
| 15   | \$40,788.19 | \$41,388.19 | \$41,988.19 | \$42,588.19 | \$43,188.19   | \$43,788.19 | \$44,388.19 |
| 16   | \$41,673.30 | \$42,273.30 | \$42,873.30 | \$43,473.30 | \$44,073.30   | \$44,673.30 | \$45,273.30 |
| 17   | \$42,577.61 | \$43,177.61 | \$43,777.61 | \$44,377.61 | \$44,977.61   | \$45,577.61 | \$46,177.61 |
| 18   | \$43,501.54 | \$44,101.54 | \$44,701.54 | \$45,301.54 | \$45,901.54   | \$46,501.54 | \$47,101.54 |
| 19   | \$44,445.52 | \$45,045.52 | \$45,645.52 | \$46,245.52 | \$46,845.52   | \$47,445.52 | \$48,045.52 |
| 20   | \$45,409.99 | \$46,009.99 | \$46,609.99 | \$47,209.99 | \$47,809.99   | \$48,409.99 | \$49,009.99 |

Off Scale 2.6% plus \$1,200, 2.17 increase first column  
Base salary reflects actual base (extra 4% eliminated)

Saunemin CCSD #438  
Salary Schedule  
2016/2017

Base \$30,800      Index 2.17      Education \$600

FY 2017

| year | BA          | BA + 8      | BA + 16     | BA + 24     | BS +<br>32/MS | MA + 8      | MA + 16     |
|------|-------------|-------------|-------------|-------------|---------------|-------------|-------------|
| 1    | \$30,800.00 | \$31,400.00 | \$32,000.00 | \$32,600.00 | \$33,200.00   | \$33,800.00 | \$34,400.00 |
| 2    | \$31,468.36 | \$32,068.36 | \$32,668.36 | \$33,268.36 | \$33,868.36   | \$34,468.36 | \$35,068.36 |
| 3    | \$32,151.22 | \$32,751.22 | \$33,351.22 | \$33,951.22 | \$34,551.22   | \$35,151.22 | \$35,751.22 |
| 4    | \$32,848.90 | \$33,448.90 | \$34,048.90 | \$34,648.90 | \$35,248.90   | \$35,848.90 | \$36,448.90 |
| 5    | \$33,561.73 | \$34,161.73 | \$34,761.73 | \$35,361.73 | \$35,961.73   | \$36,561.73 | \$37,161.73 |
| 6    | \$34,290.02 | \$34,890.02 | \$35,490.02 | \$36,090.02 | \$36,690.02   | \$37,290.02 | \$37,890.02 |
| 7    | \$35,034.11 | \$35,634.11 | \$36,234.11 | \$36,834.11 | \$37,434.11   | \$38,034.11 | \$38,634.11 |
| 8    | \$35,794.35 | \$36,394.35 | \$36,994.35 | \$37,594.35 | \$38,194.35   | \$38,794.35 | \$39,394.35 |
| 9    | \$36,571.09 | \$37,171.09 | \$37,771.09 | \$38,371.09 | \$38,971.09   | \$39,571.09 | \$40,171.09 |
| 10   | \$37,364.68 | \$37,964.68 | \$38,564.68 | \$39,164.68 | \$39,764.68   | \$40,364.68 | \$40,964.68 |
| 11   | \$38,175.49 | \$38,775.49 | \$39,375.49 | \$39,975.49 | \$40,575.49   | \$41,175.49 | \$41,775.49 |
| 12   | \$39,003.90 | \$39,603.90 | \$40,203.90 | \$40,803.90 | \$41,403.90   | \$42,003.90 | \$42,603.90 |
| 13   | \$39,850.29 | \$40,450.29 | \$41,050.29 | \$41,650.29 | \$42,250.29   | \$42,850.29 | \$43,450.29 |
| 14   | \$40,715.04 | \$41,315.04 | \$41,915.04 | \$42,515.04 | \$43,115.04   | \$43,715.04 | \$44,315.04 |
| 15   | \$41,598.55 | \$42,198.55 | \$42,798.55 | \$43,398.55 | \$43,998.55   | \$44,598.55 | \$45,198.55 |
| 16   | \$42,501.24 | \$43,101.24 | \$43,701.24 | \$44,301.24 | \$44,901.24   | \$45,501.24 | \$46,101.24 |
| 17   | \$43,423.52 | \$44,023.52 | \$44,623.52 | \$45,223.52 | \$45,823.52   | \$46,423.52 | \$47,023.52 |
| 18   | \$44,365.81 | \$44,965.81 | \$45,565.81 | \$46,165.81 | \$46,765.81   | \$47,365.81 | \$47,965.81 |
| 19   | \$45,328.55 | \$45,928.55 | \$46,528.55 | \$47,128.55 | \$47,728.55   | \$48,328.55 | \$48,928.55 |
| 20   | \$46,312.18 | \$46,912.18 | \$47,512.18 | \$48,112.18 | \$48,712.18   | \$49,312.18 | \$49,912.18 |

Off scale 2.6% plus \$800, 2.17 index first column

Saunemin CCSD #438  
Salary Schedule  
2017/2018

Base Pay \$31,500

Index 2.17%

Education \$600

FY 2018

| year | BA          | BA + 8      | BA + 16     | BA + 24     | BS +<br>32/MS | MA + 8      | MA + 16     |
|------|-------------|-------------|-------------|-------------|---------------|-------------|-------------|
| 1    | \$31,500.00 | \$32,100.00 | \$32,700.00 | \$33,300.00 | \$33,900.00   | \$34,500.00 | \$35,100.00 |
| 2    | \$32,183.55 | \$32,783.55 | \$33,383.55 | \$33,983.55 | \$34,583.55   | \$35,183.55 | \$35,783.55 |
| 3    | \$32,881.93 | \$33,481.93 | \$34,081.93 | \$34,681.93 | \$35,281.93   | \$35,881.93 | \$36,481.93 |
| 4    | \$33,595.47 | \$34,195.47 | \$34,795.47 | \$35,395.47 | \$35,995.47   | \$36,595.47 | \$37,195.47 |
| 5    | \$34,324.49 | \$34,924.49 | \$35,524.49 | \$36,124.49 | \$36,724.49   | \$37,324.49 | \$37,924.49 |
| 6    | \$35,069.33 | \$35,669.33 | \$36,269.33 | \$36,869.33 | \$37,469.33   | \$38,069.33 | \$38,669.33 |
| 7    | \$35,830.34 | \$36,430.34 | \$37,030.34 | \$37,630.34 | \$38,230.34   | \$38,830.34 | \$39,430.34 |
| 8    | \$36,607.86 | \$37,207.86 | \$37,807.86 | \$38,407.86 | \$39,007.86   | \$39,607.86 | \$40,207.86 |
| 9    | \$37,402.25 | \$38,002.25 | \$38,602.25 | \$39,202.25 | \$39,802.25   | \$40,402.25 | \$41,002.25 |
| 10   | \$38,213.88 | \$38,813.88 | \$39,413.88 | \$40,013.88 | \$40,613.88   | \$41,213.88 | \$41,813.88 |
| 11   | \$39,043.12 | \$39,643.12 | \$40,243.12 | \$40,843.12 | \$41,443.12   | \$42,043.12 | \$42,643.12 |
| 12   | \$39,890.35 | \$40,490.35 | \$41,090.35 | \$41,690.35 | \$42,290.35   | \$42,890.35 | \$43,490.35 |
| 13   | \$40,755.97 | \$41,355.97 | \$41,955.97 | \$42,555.97 | \$43,155.97   | \$43,755.97 | \$44,355.97 |
| 14   | \$41,640.38 | \$42,240.38 | \$42,840.38 | \$43,440.38 | \$44,040.38   | \$44,640.38 | \$45,240.38 |
| 15   | \$42,543.97 | \$43,143.97 | \$43,743.97 | \$44,343.97 | \$44,943.97   | \$45,543.97 | \$46,143.97 |
| 16   | \$43,467.18 | \$44,067.18 | \$44,667.18 | \$45,267.18 | \$45,867.18   | \$46,467.18 | \$47,067.18 |
| 17   | \$44,410.42 | \$45,010.42 | \$45,610.42 | \$46,210.42 | \$46,810.42   | \$47,410.42 | \$48,010.42 |
| 18   | \$45,374.12 | \$45,974.12 | \$46,574.12 | \$47,174.12 | \$47,774.12   | \$48,374.12 | \$48,974.12 |
| 19   | \$46,358.74 | \$46,958.74 | \$47,558.74 | \$48,158.74 | \$48,758.74   | \$49,358.74 | \$49,958.74 |
| 20   | \$47,364.73 | \$47,964.73 | \$48,564.73 | \$49,164.73 | \$49,764.73   | \$50,364.73 | \$50,964.73 |

Off scale 2.6% plus \$800, 2.17 increase first column