

2007 - 2010
ARTICLES OF AGREEMENT
BETWEEN
THE EAST COLOMA SCHOOL DISTRICT NO. 12
BOARD OF EDUCATION
AND
THE EAST COLOMA EDUCATION ASSOCIATION

ARTICLE I

RECOGNITION

1.1 The Board of Education of East Coloma Elementary District No. 12, Whiteside County, Rock Falls, Illinois, hereinafter referred to as the "Board", recognizes the East Coloma Education Association, hereinafter referred to as the "Association"; as the sole and exclusive bargaining representative for all full or part-time certified staff who are regular employees of the district, hereinafter referred to as "employees". Excluded from the bargaining unit are certified persons providing services under contract to the district and are not employees of the District, all non-certified and or classified personnel, all managerial and or supervisory personnel, and short-term and student employees as defined by the Illinois Educational Labor Relations Act.

1.2 The Board agrees not to negotiate or to consult with any other employee's organization, individual employee, or group of employees with regard to negotiable items as defined in Article IV, Section 4.1, unless otherwise provided for in this agreement or unless mutually agreed to by the parties during the term of this Agreement. This clause does not preclude the Board and/or Administration from their right to discuss with individual employees in the district, matters relating to the educational program which are beyond the scope of salaries and terms and conditions of employment covered by this Agreement.

ARTICLE II

BOARD AUTHORITY AND MANAGEMENT RIGHTS

2.1 It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board. The decisions of the Board of Education in matters pertaining to the determination and administration of board policy, the operation and management of the schools, and the direction of employees shall be final, except where these decisions are impacted by this contract.

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

ARTICLE III

EMPLOYEE AND ASSOCIATION RIGHTS

3.1 Right of Representation- When an employee is required to appear before the Board or the Administration concerning formal charges which could adversely affect his/her employment, position, or salary, the employee shall be entitled to have a representative of the Association present. Further, when an employee is required to appear before the Board, he/she shall be advised in writing of the reasons for the requirement. This clause does not apply to conferences held between the administrators and employees pursuant to normal, routine evaluation procedures of the District.

3.2 Personnel File - Each employee shall have the right, upon request, to review the contents of his/her personnel file and to place therein written responses to any of its contents. Credentials or other confidential matters provided by employee placement offices and letters of recommendation provided by persons outside the school organization are excluded from employee review.

3.3 Right to Organize - Employees shall have the right to form, join, or assist the Association and to participate in professional negotiations with the Board through representatives of their own choosing. Employees shall have the right to refrain from any or all such activity, and membership in the Association shall not be a prerequisite for employment or continuation of employment of any employee.

3.4 Fair Share - 3.4.1 It is recognized that the Association's duties as the sole and exclusive bargaining agent entail expenses for collective bargaining and contract administration which appropriately are shared by all teachers who are beneficiaries of said Agreement. To this end, all teachers, excepting those teachers employed as of June 1, 1989*, who are not members of the

Association on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall be required to pay the Association a fair share fee for services rendered in the following manner:

a) Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the services rendered by the Association in the same manner as provided in Section 9.2 of Article IX; or b) Pay directly to the Association a like sum.

Current employees who are not members of the Association will be exempt until such time as they voluntarily join the association. Once this occurs, they shall no longer be exempt from fair share in future years.

3.4.2 In the event such an authorization is not signed or such payment is not made within thirty (30) days following the commencement of employment of the teacher or the effective date of this Agreement, whichever is later, the Board shall deduct such amount in equal payments from the regular salary check of the teacher in the same manner as provided in Section 9.2 of Article IX.

3.4.3 The Association, the Illinois Education Association and the National Education Association agree to defend, indemnify and save the Board harmless against any claim, demand, suit or other form of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Section.

3.4.4 The Association shall annually certify to the Board the amount constituting each non-member employee's fair share fee, which amount shall not exceed full union dues, excluding amounts for political contributions, and that notification of this fee has been properly posted in accordance with the applicable Rules and Regulations of the Illinois Educational Labor Relations Board. Such certification shall be made in writing by the Association president and submitted to the Superintendent by no later than September 1 of each year.

3.4.5 In the event a non-member files an objection to the amount of the fair share fee, the Board shall continue to deduct the fair share fee from the objecting employee's pay and shall transmit that portion of the fee being disputed to the Illinois Educational Labor Relations Board to hold in an escrow account pending a final determination by the Illinois Educational Labor Relations Board as to the appropriateness of the imposed fee. Such determination shall be made in accordance with the Rules and Regulations of the Illinois Educational Labor Relations Board and if the non-member is entitled to a refund, plus any interest earned, it shall be made by the Illinois Educational Labor Relations Board from the funds held in escrow.

3.4.6 The obligation to pay a fair share fee will not apply to any teacher who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such teacher is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the teacher to a mutually agreeable non-religious charitable organization as per Association policy and the rules and Regulations of Illinois.

3.5 Meetings, Notices and General Information

A. The Association and its members may use school facilities after school hours, but not later than 9:00pm on a school attendance day, for Association meetings provided the meeting does not conflict with regular or previously scheduled building or District activities. A request to use school facilities must be given to the Building Administrator not less than two (2) days prior to the intended use. When custodial services are required, the Association will pay for said services at the usual and customary rates.

B. The Association shall be entitled to the use of employee mailboxes and a Teacher Work Area bulletin board for the purpose of internal Association communication.

C. Typewriters and duplication machines may be utilized when not in use for educational purposes. The Association will provide their own duplicating supplies.

D. A complimentary copy of all tentative Board minutes shall be mailed or placed in the mailbox of the President of the Association. This provision does not apply to tentative or approved minutes of Closed-Sessions.

3.6 Association Placed on Board Agenda - The Board shall place on the agenda of each regular Board meeting for its consideration under "new business", matters brought to its attention for its consideration by the Association so long as these matters are made known in writing to the Superintendent ten (10) days prior to the regular meeting. No grievance or negotiation item shall be included in this request unless approval is granted by the Board.

3.7 Copy of Board Agenda - A copy of Board agenda and background information shall be given to the Association president or employee representative prior to the regularly scheduled Board meetings, with the exception of private memoranda to Board

members from the Superintendent and information relative to matters which the Board may consider in closed session pursuant to section 42 of the Illinois Open Meetings Act.

ARTICLE IV

NEGOTIATIONS PROCEDURE

4.1 The parties agree that their duly designated representatives shall negotiate in good faith with respect to terms and conditions of employment. Negotiations shall begin after April 1 and no later than May 15 and the parties shall bargain as per the Illinois Educational Labor Relations Act and its Rules and Regulations.

4.2 If agreement is not reached on all items within forty-five (45) days prior to the scheduled start of the school term, either party may declare to the other in writing that an impasse exists. When an impasse has been declared, the parties will jointly request the Federal Mediation and Conciliation Service to appoint a mediator from its staff. Should the Federal Mediation and Conciliation Service be unavailable, the parties shall mutually agree upon a replacement. In the event that the parties cannot agree on a replacement, the Illinois Educational Labor Relations Board shall be notified. The cost of mediation shall be shared equally by the Association and the Board.

4.3 Each party shall control the composition of their respective negotiating teams. Each negotiating team shall consist of not more than three persons. Each party shall designate at the first negotiating session the members of their negotiating team and one alternate.

4.4 The date, time, place, and agenda of the next meeting shall be established before adjournment of any meeting.

4.5 The Association shall present all non-monetary items for negotiation at the introductory meeting of the two parties and may present all items if prepared to do so. All items must be presented by the Association on or before the date selected for the second meeting. The second meeting shall be held on or before July 1 or no later than July 10.

4.6 It is the mutual responsibility of the Board and the Association that their respective negotiating agents have the necessary power and authority to make and consider proposals, counter proposals, and tentative agreements.

4.7 All negotiating meetings shall be closed to all individuals except the negotiating teams' members.

4.8 All tentative agreements shall be written and initialed by the spokesperson of the respective teams at the meeting that the tentative agreement is reached. An initialed copy shall be given to each negotiating team. The agreement or any phase of it shall be considered tentative until the entire agreement is ratified by both the Board and the Association.

4.9 Negotiating meetings will not exceed two and one-half (2 1/2) hours, including caucus time. Each side may caucus when necessary. Meetings may be extended beyond the time limitations with the mutual consent of the negotiating parties.

ARTICLE V

EMPLOYMENT CONDITIONS

5.1 School Calendar - Following consultation with the Association, the Superintendent will present the school calendar recommendations to the Board. The Association may present viewpoints on this subject to the Board. If the five (5) emergency days are not used for emergency purposes, the Board may adjust the calendar at its March Board meeting. Any adjustment in the school calendar to utilize unused emergency days is tentative, and in the event of days needed to be reinstated such action will not represent an extension of the official school calendar. The Board shall have final authority as to the adoption and adjustment of the school calendar.

5.2 Employee Work Day - Teachers will be present and assume their duties at 8:10 AM and students will arrive at 8:32 AM. Student dismissal will be at 3:00 PM and teachers may leave at 3:15 PM, except on Fridays when teachers may leave at 3:00PM. The workday shall not exceed seven (7) hours and five (5) minutes, including a 30 minute "duty-free" lunch period. School will be dismissed 30 minutes early on the work day directly preceding holidays, and teachers may leave at the close of that student school day.

5.2.1 The Superintendent shall approve all other variations in the schedule.

5.2.2 Employee participation and attendance at the Community Club/School-sponsored "Open House" shall be required. All teachers of eighth grade students are required to attend graduation ceremonies. Employees must notify and obtain approval from the Superintendent if they need to be excused from attending one of the aforementioned activities.

5.2.3 The parties recognize that relief and preparation time during the school day is desirable. The parties also recognize that in emergency situations these relief and preparation periods may have to be adjusted to accommodate changes in the academic program. It is agreed that relief and preparation time shall consist of no less than one contiguous 30-minute period per day.

5.2.4 Parent-Teacher Conferences - Parent-Teacher (P/T) conferences will be held during the fall semester on three consecutive days as scheduled by the Administration. Conference times will be agreed upon by the staff and administration. It is agreed that at least one of the conferences shall be in the evening. Attendance of all employees for the entire period will be required. LD/EMH and other special education, gifted, or remedial programs shall have P/T conferences during the spring semester or as required by the rules and regulations of the program. Additional conferences shall be held as may be required for the best interest of a particular student.

5.25 The two (2) Special Education Teachers shall be allowed one (1) day per school year for IEPs with a substitute teacher provided. If regular education teachers are required to attend the IEPs then up to two (2) days of substitute teachers per school year will be provided. The substitute teacher will be used on a rotating basis to relieve regular education teachers who are participating in the IEP. The regular education teacher must return to the classroom following the completion of the conference.

5.3 During each work day, the employee shall be entitled to a "duty free" lunch period equal to that of the students, but in no case less than thirty (30) minutes.

5.4 Residency shall not be a condition of employment or continued employment.

5.5 An employee may leave the school before the end of the employee work day, provided administrative permission is granted.

ARTICLE VI

CERTIFICATED TEACHER EVALUATION

6.1 The parties acknowledge that a plan for the evaluation of certified personnel is required under the provisions of the Illinois School Code and the Rules and Regulations of the Illinois State Board of Education. Employees shall be involved in the development and modification of the plan, which shall be submitted to the State Board of Education for approval.

ARTICLE VII

TERMINATION

7.1 Dismissal Other Than Reduction in Staff - No teacher shall be dismissed except in accordance with the Illinois School Code as amended.

7.2 Reduction in Force - Honorable dismissal of any tenured teacher due to a decision of the Board to decrease the number of teachers or to discontinue some particular type of teaching service shall be in accordance with the Illinois School Code as amended. The tenured teacher or teachers with the shorter length of continuing service with the District shall be dismissed first. In all such cases the District shall first remove or dismiss all non-tenured teachers who have not entered into contractual continued service. The tenured teacher(s) with the shorter length of continuing service with the District shall be dismissed first before more senior tenured teachers. If two or more teachers are or were hired by the District on the same day, the following factors will determine the teacher with the greatest seniority: 1) Overall length of service to the district, 2) Amount of educational hours earned. If none of the teachers have more service time or educational hours than the other(s), the Superintendent shall conduct a lottery in the presence of the teachers and the Association President or his/her designee to determine which of them shall be deemed to have the longer length of service, which determination shall be binding henceforth.

7.21 Teacher Notification - If a teacher is removed or dismissed by the board, the Superintendent or Board designee will attempt to contact the teacher by phone immediately following the meeting. If unable to contact the teacher after three (3) attempts, three (3) attempts will be made to contact the Association President. If all attempts fail to notify the teacher immediately following the meeting, then the employee shall be notified immediately upon arrival for the next student day.

7.3 Reduction in Force - Recall - A recall period of two years from the beginning of the school term following a reduction in force shall be established for qualified tenured teachers dismissed because of a reduction in force. During this recall period, any tenured teacher dismissed pursuant to a Reduction in Force shall be entitled to any vacancy in any position he or she is qualified to teach. A tenured teacher on a RIF recall list who obtains additional qualifications during the recall period may claim any available position which requires such additional qualifications. It shall be the responsibility of the employees who have been dismissed pursuant to a reduction in force to keep the Administration advised of their current address.

7.3.1 Recall for Non-tenured Teachers - If the board has any vacancies during the next two (2) school terms following the honorable dismissal of any 4th year probationary teacher, the position shall first be offered to such teachers insofar as they are legally qualified to hold such position so long as all honorably dismissed tenured teachers have been recalled according to 7.3.

ARTICLE VIII

EMPLOYEE COMPENSATION AND FRINGE BENEFITS

8.1 Teaching Experience Credit - Teachers employed prior to the 1986-87 school year will be granted credit for prior teaching experience in a public elementary or secondary school system upon the presentation of written evidence of their credit from either state, county or school district authorities in which the credit was acquired.

Credit for prior teaching experience in a public elementary or secondary school system for teachers employed for the 1986-87 school year and thereafter, will be negotiated on an individual basis between the Board and the teacher, provided, however, that the amount of credit for prior teaching experience shall neither be more than the actual years of service and actual educational level attained nor less than 25% rounded off to the next full year, of the total years of prior teaching experience.

8.2 Placement on the Salary Schedule - Teachers previously employed by the district prior to the ratification of this contract who were placed at the B.S.+32/M.A. column, shall be placed in the M.A. or "Masters" column of the new salary schedule as outlined in Appendix A.

8.3 Experience Movement on the Salary Schedule - Experience movement on the salary schedule shall be limited to full year increments. A teacher shall qualify for advancement on the salary schedule at the beginning of each school year by having completed not less than 88 contract days of full-time instruction the preceding year to qualify for a full-year increment.

8.4 Movement on the Salary Schedule for Completion of Additional Educational Hours - Teachers shall receive written approval from the Administration prior to taking a college credit course they desire to use to qualify for advancement on the salary schedule. An official transcript must be provided to the school district before credit can be granted for additional educational hours. Teachers may qualify for educational advancement only at the beginning of a school year. If a teacher qualifies for advancement with summer school credit, a grade report shall be accepted until the transcript arrives.

8.4.1 Compensation for Completion of Additional Educational Hours - A teacher may apply for reimbursement of college credit. Compensated hours cannot be used for movement on the salary schedule for completion of additional educational hours. Teachers shall be reimbursed at \$100.00 per hour. Reimbursement shall not exceed \$300.00 per calendar year. The course must be completed with a passing grade of A, B, C, or P (for Pass). Teachers shall receive written approval from the Administration prior to taking a college credit course. Official transcripts must be provided to the school district to receive the reimbursement. CPDU's (Continuing Professional Development Units) will not be included.

8.5 Salary Schedule - The Salary Schedule shall be as set forth in Appendix A for the 2007-2010 school year.

8.6 Pay Days - Pay days shall be on the 15th day and 30th day of each month. If a regular pay day during the school term falls on a day when school is not in session, employees shall receive their checks on the last work day prior thereto. During the summer, checks shall be mailed so that they reach teachers on the appropriate day.

8.7 Supplemental Pay - Supplemental pay or stipends for specified additional duties shall be established and set forth in Appendix C of this agreement. The Board of Education will pay the teacher's retirement portion of the stipend to the Teachers Retirement System (TRS). Stipends shall be paid in two (2) equal installments, one mid-way through the season and one following the completion of the duties specified. If the person designated to receive the stipend is a full-time teacher of the District, he/she may have the stipend paid in equal installments during the period he/she is to receive his/her regular pay. If a regular full-time teacher of the District desires to receive stipend payments in equal installments and does not fulfill the duties specified, the teacher shall repay the district the amount of the stipend plus any retirement contributions paid by the Board for the stipend amount on the teacher's behalf. The repayment of the stipend and retirement contributions may be pro-rated if the teacher has partially completed the duties for which a stipend is paid. The amount to be repaid shall be determined by the Administration. If the teacher fails to repay the District the amount specified within a reasonable amount of time, the Board shall have the right to withhold the amount owed for non-performance of duties from the teacher's regular pay.

8.8 Payroll Installments - Each employee shall be paid on the basis of twenty-four (24) equal payments.

8.9 Life Insurance - Beginning July 1, 1998, each employee who works 30 hours or more per week and is eligible under the terms of the policy shall be provided with term life insurance in the amount of \$25,000 at the Board's expense. Employees may participate in the group life insurance plan who work more that 20 but less than 30 hours per week, if they pay the full cost of the coverage provided.

8.10 Hospitalization and Major Medical - Each employee who is eligible under the terms of the policy shall be allowed to participate in the group hospitalization and major medical insurance plan. For employees who work 30 hours or more per week, the Board shall contribute toward the employee's premium. Employees may participate in the group plan who work more than 20 but less than 30 hours per week if they pay the full cost of the coverage provided.

8.11 Group Dental Insurance - Beginning June 1, 1995, each employee who is eligible under the terms of the policy shall be allowed to participate in the group dental insurance plan. For employees who work more than 30 hours per week, the Board shall contribute toward the employee's premium. Employees may participate in the group plan if they work more than 20 but less than 30 hours per week, if they pay the full cost of the coverage provided.

8.12 Board Contributions for Health/Dental Insurance Premiums

Employee: \$460.00
 Employee/Spouse: \$680.00
 Employee/Child: \$550.00
 Family: \$920.00

8.12.1 Changes in Health/Dental Insurance Premiums – During the contract period, any annual increase in premium of the combined Health and Dental premiums up to 20% in any of the categories (Employee Only, Employee/Spouse, Employee/Child, or Family) shall be split 50/50 between the Board and the participating Association employees who are covered under the Health and/or Dental plans. Any annual increase in premium greater than 20% in any of the categories of the combined Health and Dental premiums will allow the contract to be reopened. In the event that the contract is reopened, any recommended changes made by the Insurance Committee shall first be approved by the Association and subject to Board approval.

Any annual premium decrease in any category (Employee Only, Employee/Spouse, Employee Child, or Family) that results in an actual premium below the Board Contribution designated in item 8.12 (providing the premium reduction is not the result of a change or reduction in coverages) will not obligate the Board to pay any amount over and above the actual policy premium in any category.

8.13 Insurance Committee – A joint committee consisting of three individuals designated by the Association and three individuals designated by the Board of Education shall be formed to meet and evaluate the current insurance policies, discuss insurance issues including renewal dates, changes in coverages, changes in insurance companies, or changes in agents. At least one meeting shall be held annually, and it shall be called by the Association within 90 days of the health insurance policy renewal date. The Association will contact the Superintendent to schedule the meeting with the Board of Education insurance committee.

8.14 Retired Employee's Health Insurance - Commencing with the 1991-1992 school year, employee's retiring from active service will not be eligible to receive Health Insurance benefits and shall be terminated from the program. However, if the

optional Teachers Retirement System (TRS) insurance program is unavailable, the participant may continue with the plan under the guidelines of the Consolidated Omnibus Budget Reconciliation Act of 1985, (COBRA).

8.15 District Paid Teacher Retirement - The Board shall pay the TRS contribution utilizing the factor that is set by TRS on the base of the total gross earnings of each employee and contribute said amount to the Teacher's Retirement System of Illinois (TRS) on the employee's behalf.

8.16 TRS Health Insurance Contributions - Commencing with the 1995-96 school year the District shall contribute to the Teachers Retirement System (TRS) health insurance program, the teacher's portion.

8.17 Early Retirement - A member of the State of Illinois Teachers Retirement System (TRS) who is between the ages of 55 and 60, with at least 20, but less than 35 years of service, may use the early retirement option to avoid a discounted annuity. Conditions and requirements are stated in the rules and regulations promulgated by the Teachers Retirement System. In addition to the early retirement benefit provided for under the rules and regulations of the Teachers Retirement System, the Board of Education will pay one-half (1/2) of one teacher's required contribution in addition to the Board's required contribution. The Board may limit the number of teachers who may use ERO but must permit at least 10 Percent of ERO eligible teachers to exercise the ERO option. However, at least one teacher shall be allowed to retire in each year of this contract. In all cases, if a limit is imposed, eligibility will be based on seniority in the service of the District. Written notification of intent to retire early must be provided to the Board of Education by November 1 of the last year of service. If more than one employee applies for Early Retirement by November 1, then the same process used to determine seniority in section 7.2 of this agreement will be used to determine who the eligible employee shall be under this provision.

8.18 Longevity Bonus - in addition to the salary schedule, teachers with 25 years of experience at East Coloma School and at Step 25 on the current salary schedule shall receive an annual bonus of \$500.00 as long as the teacher remains at step 25.

8.19 Retirement Program – Upon submitting the notice required, the teacher shall receive an extra 6 percent (6%) annual increase in creditable earnings in each of the teacher's remaining years of employment not to exceed three (3) years. Such salary increases shall be in lieu of the salary increases provided by the salary schedule, including increase caused by vertical or horizontal movement. The six percent (6%) creditable earnings increase shall be based on the teacher's prior year's creditable earnings, which would include extracurricular duties, provided that the teacher continues to perform extracurricular duties.

If, due to a catastrophic event, the teacher feels the need to rescind the decision to retire, said teacher will be required to submit a letter to the Superintendent explaining the reason(s) for the rescission. The Superintendent will share the letter with members of the School Board, and the final decision to rescind the retirement will be subject to School Board approval.

All benefits to which a teacher was entitled at the time of their retirement request including unused accumulated sick leave and experience, will be restored to the teacher upon returning to active employment and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.

Criteria for retirement is as follows:

1. The teacher is at least fifty-four (54) and turning fifty-five (55) within six months of his/her last day of service.
2. The teacher satisfies the retirement criteria as specified by the Teacher Retirement System (TRS) at the time of retirement.
3. The teacher retires at the end of the school year.
4. The teacher must have seventeen (17) or more years of creditable service with the District by the retirement date.
5. The teacher's retirement will not cost the District a TRS penalty. Teachers invoking their Adjustable Early Retirement Option (AERO) in which the District would have to make a statutorily required contribution to TRS on behalf of the teacher are not eligible for this option.
6. The teacher must submit a written irrevocable notification to the District by November 1st prior to the school year in which benefits will begin under the program.

ARTICLE IX

PAYROLL DEDUCTIONS

9.1 The Board shall provide deductions service to include: Association Professional Dues; Association Fair Share Payments; School Employees Credit Union; Group Life and Health Insurance; Tax Sheltered Annuities; Sterling-Rock Falls United Way Fund.

9.2 Professional Dues and Fair Share Fees -

a. The Board shall deduct from each employee's pay, the current dues of the Association, including the Illinois Education and National Education Association, provided that the Board has an employee-executed authorization for such dues deduction, at a proportionate rate per pay period.

b. Any employee employed after the start of the school term may authorize dues deduction by presenting an authorization card to the Board within thirty (30) days after date of employment. The combined annual membership dues will be pro-rated and deducted from the remaining paychecks.

c. The Board shall deduct from the pay of each employee who is not a member of the Association and has not directly paid the Association the "fair share fee" as specified in the annual certification to the Board of Education. Such certification shall be made in writing by the Association president and submitted to the Superintendent by no later than September 1 of each year and shall include the names of all non-members who have not paid the Association "fair share fee". The fair share fee shall be deducted at a proportionate rate per pay period.

d. The Board shall forward to the treasurer of the Association all dues and fair share fees collected within ten (10) days following each pay day, unless an objection has been filed against the payment of fair share fees as outlined in section 3.4 of this agreement.

9.3 Credit Union - The Board shall deduct from each employee's pay an amount specified by the employee for transmittal to the Select Employees Credit Union, 2412 Freeport Road, Sterling, IL, provided the Board has received an employee-executed payroll deduction authorization for such deduction.

9.4 Tax Sheltered Annuities - Tax sheltered annuities may be placed on payroll deduction, provided that the Board has a properly executed submission of Annuity Agreement for such deduction.

ARTICLE X

LEAVE

10.1 Sick Leave -

A. All full time employees shall be entitled to sixteen (16) sick leave days per school term without loss of pay. Part-time staff sick leave shall be prorated to actual employment time. Sick leave shall accumulate to three hundred sixty (360) days. Sick leave shall be interpreted to mean personal illness, illness of a child, or serious illness or death in the immediate family or household. The immediate family, for the purposes of this Article, shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

B. Any teacher who is in their sixteenth or greater year of service during the first year of this Collective Bargaining Agreement shall be granted sixty (60) days of sick leave. Any teacher who is in their seventeenth or greater year of service during the second year of this Collective Bargaining Agreement shall be granted sixty (60) days of sick leave. All teachers shall be granted sixteen (16) days of sick leave during the third year of this collective bargaining agreement.

The provisions set forth in Section B of Article 10.1 shall not renew in subsequent agreements without the approval of both parties to the Collective Bargaining Agreement.

10.2 Personal Leave – All full-time teachers are entitled to take three (3) personal leave days per year. Part-time teachers shall receive three (3) personal leave days prorated to actual employment time. A request for personal leave days shall be submitted to the Superintendent at least 72 hours before the requested date. The 72 hour requirement may be waived by the Superintendent when he/she feels circumstances warrant it. Personal leave days must be taken in no less than one-half day increments.

Personal leave days requested to be taken the day before or the day after normally scheduled vacation days, institute days, standardized testing days, or during the first and last week of the school year shall be limited to three (3) teachers. If more than three (3) teachers request such leave, the three (3) teachers who first submitted the leave request shall be granted leave. A request for personal leave may be submitted up to twelve (12) months in advance, however, not less than 72 hours prior to the requested day. The Superintendent shall provide a response to the personal leave day request no later than 72 hours following the request. In a case where a teacher makes a request during summer when the administration is not available, the 72 hour response requirement may be extended to two (2) weeks.

At the end of the school year, unused personal leave days may be added to sick days or, if the employee has accumulated the maximum number of sick leave days allowed, the Board shall pay to the employee sixty dollars (\$60.00) for each unused personal day. An employee may elect to carry over to the next school year unused personal leave days but may not accumulate any more than four (4) personal leave days per year that may be used consecutively or not consecutively.

10.3 Sick Leave Bank- The Board in cooperation with the Association shall establish a Sick Leave Bank on a voluntary basis. Any employee covered in the contract is eligible to participate. The Association and a School Board Representative will act as the Advisory Board in all matters that concern the policies and the administration of the Sick Leave Bank. Each employee enrolled in the Bank will donate one (1) day of his/her sick leave to the Bank at the beginning of each school year to remain a member of the bank. The Advisory Board, upon emergency, may request that contributing members donate an additional day to the Bank if its reserves become depleted. The Sick Leave Bank maximum level is established at three hundred (300) days. The Board shall donate fifty (50) days in the 2007-2008 school year and match the teachers' contributions up to three hundred (300) days in the following years. Each employee who wants to become a member in 2007-2008 shall donate one (1) day each year thereafter until the maximum is reached.

If the bank drops below 300 days, the Board will resume matching of teacher contribution of days. The sick leave guidelines and enrollment forms are located in Appendix B.

10.4 Leave of Absence without pay for up to two (2) years may be granted to tenured teachers if requested at least three (3) months before the leave is to be taken, subject to approval of the Board. Leave of absence may be granted for:

- a) Advanced Study - leading to a degree in an approved university.
- b) Educationally Related Travel- if the applicant provides an itinerary and an explanation of how such travel will improve the educational program.
- c) Military Service - dates for leaving and returning to be prearranged.
- d) Maternity-Paternity
- e) Other Reasons acceptable to the Board which will improve the educational program in District No.12. d) Time requirements may be waived when a request for an unpaid Leave of Absence is made by an employee for emergency purposes.

Teachers on such leaves may continue benefits if they reimburse the District for any costs of benefits for which they apply. Teachers will not advance on the salary schedule while on an approved Leave of Absence without pay. Teachers must notify the Board of their intent to return at least ninety (90) days prior to the scheduled date of reemployment. Failure to do so will act as a resignation from the District.

10.5 East Coloma Education Association Leave - The Board will allow the East Coloma Education Association three (3) days per school year, (non-accumulative). These days will be used for Association business and the Association will pay the prevailing substitute employee rate to the District office prior to the granting of any leave. Permission for Association leave must be made in writing at least seventy-two (72) hours prior to the granting of the leave.

ARTICLE XI

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

11.1 A teacher shall not be required to teach outside the limits of his/her teaching certificate and major or minor field of specialization unless an emergency arises, in which case, it should not exceed ninety (90) schooldays.

11.2 Notification of Assignments - All teachers shall be given written notice of their tentative assignments for the forthcoming year no later than the end of the school year. In the event changes in such assignments are proposed, the teacher affected shall be notified and consulted. If, however, an unacceptable change in assignment is made after July 1, such teacher shall be released from his/her contractual obligation to the East Coloma School District No. 12 upon his/her written request.

11.3 Teaching or supplementary pay assignments- in addition to the normal teaching schedule shall not be obligatory, but shall be with the consent of the teacher. If the teacher offered the additional or supplemental pay assignment refuses to accept the assignment, the Board shall be free to negotiate with any individual it chooses but not to alter the terms and conditions of the contract.

11.4 Summer School Program -If a summer school program is established and run by East Coloma School District No.12 is proposed, teaching positions in the summer school program shall be first offered to regularly appointed teachers of the school district. In filling such positions, consideration shall be given to a teacher's qualifications.

ARTICLE XII

TEACHER PROTECTION

12.1 The parties agree that the employee has the primary responsibility for the maintenance of discipline within the classroom. An employee may send a pupil to the Superintendent or designated administrator for disciplinary action if such action is warranted in accordance with the rules and regulations set up by the Administration. Procedures will be discussed with the staff at the beginning of each school year.

12.2 In the eventuality of any complaints by a parent to any employee-initiated discipline, a conference between the parent and the employee shall be held to attempt to resolve such objections by the parent. If the conflict between the parent and the employee is not resolved after such a conference, the results of such conference shall be communicated to the Superintendent. The Superintendent shall arrange a conference between the parent, employee and Superintendent to attempt to resolve the parent's objection. Any conflict which remains unresolved after a conference between the parent, employee and Superintendent shall be brought to the attention of the Board at the next regularly-scheduled Board meeting. The Board shall not act upon complaints by a parent concerning a disciplinary action until the foregoing procedure has been followed, unless the Board specifically finds that the circumstances dictate the waiving of the procedure.

ARTICLE XIII

VACANCIES AND TRANSFERS

13.1 Whenever a vacancy arises, the Superintendent shall post notice of such vacancy. Such notice shall be accompanied by a job description and statement of minimum qualifications. Hiring practices should be consistent with the job description. Any tenured teacher may apply in writing for said vacancy to the Superintendent no later than three (3) days after the expiration of the posting period. The Superintendent shall explain in writing to all tenured applicants reasons for denial of position.

13.2 In the event that a teaching vacancy occurs during the school year, that vacancy will be filled on a temporary basis for the remainder of that school year. The vacancy will then be posted for at least three (3) days prior to the close of the school year. All interested parties wishing to fill said vacancy for the following school year shall apply in writing to the Superintendent no later than three (3) days after the expiration of the posting period.

13.3 Any employee interested in receiving notification of vacancies during the summer shall file his/her name and summer address with the Superintendent for the purpose of receiving such notification.

ARTICLE XIV

GRIEVANCE PROCEDURE

14.1 A grievance is defined as a written claim that there has been an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement.

14.2 Every employee shall have the right to present grievances in accordance with these procedures, the purpose of which is to secure, at the lowest possible administrative level, equitable solutions to valid grievances which may arise. Nothing contained in this article or elsewhere in this agreement shall be construed to prevent any individual employee from discussing a problem with the Administration and having it adjusted without intervention or representation of Association representatives provided that such adjustment does not change or violate the terms of this contract.

14.3 All time limits consist of school days, except when a grievance is submitted less than ten (10) days before the close of the current school term. Then time limits shall consist of all week days in order that the matters may be resolved before the close of the school term or as soon as possible. School days for the purpose of the grievance procedure shall mean employee employment days.

14.4 Procedure

Step 1. The parties hereto acknowledge that it is desirable for the employee and his/her immediate supervisor to resolve problems through free and informal communications.

Step 2. If such informal processes fail to satisfy the employee, a grievance must be filed within ten (10) days of the occurrence for the event which initiated the grievance. Failure to do so constitutes a waiver of the right to file a grievance for that particular occurrence. The teacher or the Association shall file the grievance in writing with the immediate supervisor, who shall certify by signature the date the grievance was received. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement which are applicable, and shall state the remedy requested. The Superintendent will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Superintendent shall provide a written answer to the grievance to the aggrieved employee within ten (10) days after the meeting.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the grievance may proceed to binding arbitration. The Association shall submit to the Superintendent and file with the American Arbitration Association (AAA) a written request on behalf of the Association and the grievant to enter into binding arbitration. If a demand for binding arbitration is not filed within twenty (20) school days of receipt of the Step 2 decision, the grievance shall be deemed withdrawn.

Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties from a roster of arbitrators provided by the American Arbitration Association (AAA). The American Arbitration Association shall provide a panel of arbitrators. The parties will select an arbitrator under the AAA rules. Expenses for the arbitrator's services shall be borne equally by the District and the Association.

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

Additional Items

Bypass: By mutual agreement, any step of the grievance procedure may be bypassed. Withdrawal: A grievance may be withdrawn at any level without establishing precedent. Settlement: By mutual agreement, a grievance may be settled at any step without establishing precedent. Cost of Arbitration: The fees and the expenses of the arbitrator shall be shared equally by the parties. The parties shall each be responsible for the costs of their own representation. Cooperation: The District and the Association shall cooperate in the investigation of the grievance.

Handling of the Grievance: Whenever possible, any investigation or other handling or processing of any grievance by the grievant or the Association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of the District's employees. Should the investigation or

processing of any grievance require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

Contract Expiration: A grievance arising under this contract will be processed through the grievance procedure until resolution by withdrawal, settlement, or arbitration even after expiration of the contract.

Bar to Appeal: Failure of a grievant or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an Administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.

Other Complaints: If the Association or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the District shall not be required to process this same claim or set of facts through the grievance procedure.

No Reprisal: No reprisals shall be taken by the Board against any teacher because of the filing or participation in a grievance.

Filing of Materials: All records related to a grievance filed under the terms of this Agreement shall be filed separately from the personnel files of the teachers, except when otherwise utilized as part of an employee discipline procedure.

ARTICLE XV

EFFECT OF AGREEMENT

15.1 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.

15.2 Savings Clause - Should any article, section, or clause of this Agreement be declared illegal by the court of competent jurisdiction, then the 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.

15.3 No Strike - Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike against the Employer, as defined by the Illinois Educational Labor Relations Act.

15.4 Duration of Agreement - This agreement shall be in effect for three years as specified below with the understanding that either the Board or the Association may make written demand upon the other no earlier than April 1, 2010, nor later than April 30, 2010, to reopen negotiations for the 2010-2011 school year.

The Board and the Association shall commence bargaining within thirty (30) days from receipt of the demand to bargain. No other contract articles or provisions except that portion of the contract covering Insurance Benefits and Board contributions shall be reopened during the second and third years.

If a demand to bargain is made hereunder, the no-strike provision is waived to the extent that the Association meets the requirements of Section 13 (a), (b), (c), and (e) of the Illinois Educational Labor Relations Act and to the extent that the Association may strike only with regard to the items covered in the opener.

This agreement shall be effective August 1, 2007, and shall continue in effect until July 31, 2010.

This agreement signed this _____ day of _____ in witness thereof:

FOR THE EAST COLOMA EDUCATION
ASSOCIATION:

FOR THE BOARD OF EDUCATION OF
DISTRICT NO. 12:

Co-President

President

Co-President

Vice-President

Vice-President

Secretary

Secretary

Appendices