

AGREEMENT BETWEEN

**BOARD OF EDUCATION
ATHENS COMMUNITY UNIT SCHOOL DISTRICT NO. 213**

And

ATHENS EDUCATION ASSOCIATION

August 1, 2013– July 31, 2016

**ARTICLE I
PREAMBLE/RECOGNITION**

1.1 Preamble

- A. The Board of Education of Community Unit School District #213, Athens, Illinois, hereinafter referred to as the ~~%Board+~~ and the Athens Education Association, affiliated with the IEA/NEA, hereinafter referred to as the ~~%Association+~~, do mutually agree that each pupil is entitled to an education of the highest quality and that the attainment of this objective is dependent upon the cooperative efforts of the two parties.

- B. In keeping with these beliefs, a set of provisions is set forth to ensure the orderly attainment of these goals.

These provisions are subject to the rules and regulations for school districts in the State of Illinois as established by the State Board of Education and the State of Illinois and will be declared invalid when they are determined to be contrary to said rules and regulations.

1.2 Recognition

The Board recognizes the Association as the sole and exclusive negotiating agent for all regularly employed certified teaching personnel, hereinafter referred to as ~~%employees+~~, except for the superintendent, principals, assistant superintendents, assistant principals, and other administrators.

The Board agrees not to negotiate with any other certified teaching employeesq organization, certified teaching employee, or group of certified teaching employees except the superintendent, principals, assistant superintendents, assistant principals, and other administrators, with regard to negotiable items as defined in the negotiationsq procedure, unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement.

**ARTICLE II
GRIEVANCE PROCEDURE**

2.1 Definition of Grievance

A grievance shall be a complaint that there has been an alleged violation, misrepresentation, or misapplication of the specific terms of this agreement.

2.2 Official Representative

The Board recognizes the Association as the official representative for the interpretation of this Agreement to its teachers.

2.3 Days

- A. The term "days" when used in this procedure shall mean teacher employee days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, the term "days" shall mean business days.
- B. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level will be considered as maximum. However, when mutually agreed upon, the time limits may be extended.

2.4 Procedures

The parties hereto acknowledge it is usually most desirable for a teacher and the teacher's building principal or immediate supervisor to resolve problems through free and informal communications. Nothing contained herein shall be construed as limiting the right of a teacher having problems to discuss the matter informally and the parties agree every attempt should be made to resolve the problem at an informal level prior to initiating the grievance procedure.

Level 1 . If the problem cannot be resolved informally, the grievant shall indicate in writing, to the building principal, within fifteen (15) days of the alleged violation of the Agreement, or grievant's reasonable knowledge of same, but not to extend beyond the first day of the next school year, that a written response is requested within ten (10) days. If the problem is not resolved or no written response has been rendered within ten (10) days after the written request, the grievant may submit a written grievance to the Association representative and building principal within ten (10) days. The written grievance must identify the section(s) of the contract alleged to have been violated, misinterpreted or misapplied; identify the manner in which such section(s) were violated, misinterpreted or misapplied; and state any remedy requested. The building principal will be responsible for establishing a meeting date and time, which is mutually acceptable to the grievant, the building principal, and Association representative, to discuss the grievance. The meeting must be held within five (5) days of receipt of written grievance.

The written grievance shall be accompanied by all statements or documents in support of such grievance and in support of the relief requested. If not, the administration may request additional information or documentation reasonably required to respond to such grievance. Time limits, for administration response to grievance, may be extended if additional information or documentation is not provided within two (2) days. The principal shall make a decision on the grievance and communicate it in writing, including reasons for decision, to the grievant, Association representative, and the Superintendent or designee, within five (5) days following the meeting or within five (5) days of receipt of additional information or documentation requested by administration.

***Note** . In instances involving grievances on the Superintendent, the Superintendent will be responsible for the performance of the Level 1 procedure. If the grievance concerning the Superintendent is not resolved at Level 1, and the grievant wishes to continue with the process, then the Board President or his designee will be responsible for the performance of the Level 2 procedure.

Level 2 . If the grievance is not resolved in Level 1, the grievant may refer the grievance to the Superintendent or designee within five (5) days after the receipt of the Level 1

written answer. The Superintendent or designee will, within ten (10) days after receipt of written grievance, meet with the grievant, representative of grievant, and building principal to resolve the grievance. Each party shall have the right to include in their representation such witnesses and counsel as deemed necessary to develop facts pertinent to the grievance. The Superintendent or designee shall provide a written response to the grievant, including reasons for decision, within ten (10) days after the meeting.

Level 3 . If the grievant is not satisfied with the disposition of the grievance in Level 2, or the time limit expires without the issue of a written reply, then the grievant may request the Association submit the grievance to binding expedited arbitration. The arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the American Arbitration Association. If a demand for arbitration is not filed within thirty (30) calendar days of the date for the Level 2 answer, then grievance shall be deemed withdrawn.

- A. Neither the Board nor the Association shall be permitted to assert before the Arbitrator any new violation, misrepresentation, or misapplication of the specific terms of this agreement which are not stated in the written grievance or any reference not stated in the written responses to the grievance not disclosed prior to Level 3. Documentary evidence not disclosed to the other party in support of the written grievances or responses thereto prior to Level 3 shall not be received as evidence in the arbitration on that grievance, unless the Board and Association mutually agree otherwise.
- B. The arbitrator may recommend any award which the arbitrator judges to be proper to make the grievant whole, but cannot alter the terms of the contract.
- C. The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Board and the Association, provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

2.5 Miscellaneous

- A. The failure of a teacher 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 prescribed time limits shall permit the grievant to proceed to the next step. (The time limits, however, may be extended by mutual agreement.)
- B. Any teacher has a right to be represented in the grievance procedure. However, such teacher shall be present at any grievance discussion when the administration and/or the Association and/or the teacher deem it necessary. When the presence of said teacher at a grievance hearing is requested by either party, illness or other incapacity of either party shall be grounds for any necessary extension of grievance procedure time limits.
- C. Nothing contained herein shall be construed as limiting the rights of any teacher having a grievance to discuss the matter informally with any appropriate member

of the administration and having it adjusted, provided they use the prescribed channels. When a teacher is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any stage of grievance procedure.

- D. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher shall be conducted so as to result in no interference with, or interruption whatsoever of, the instructional program and related work activities of the grieving teacher or of the teaching staff. Employees whose presence is required during the proceeding of Level 3 shall be excused from their duties without loss of pay or personal leave.
- E. After the final disposition of the grievance, all documents shall be placed in a sealed envelope and marked ~~confidential~~ and shall be placed in the personnel file of the grievant.
- F. If the Association, the Superintendent and the building principal agree, Level 1 of the grievance procedure may be bypassed and the grievance brought directly to Level 2.
- G. Forms for filing grievances, and other necessary documents, shall be prepared by the Superintendent (or his designee) and the Association and will be made part of this agreement.
- H. If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.
- I. Class grievances may be initially filed by the Association at Level 2.
- J. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no teacher shall be required to discuss any grievance if the Association's representative is not present.
- K. The parties shall cooperate with each other in the investigation of any grievance.
- L. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal from any source because of such participation.
- M. A grievance may be withdrawn at any level without establishing precedent.
- N. The parties may mutually agree to request arbitrator panels from the Federal Mediation and Conciliation Service (FMCS), instead of the American Arbitration Association.

ARTICLE III LEAVES OF ABSENCE

3.1 Sick Leave

In accordance with Section 24-6 of the Illinois School Code, the Board shall grant full-time teachers sick leave days as provided hereinafter in this Section. If any teacher does not use the amount of annual sick leave days allowed, the unused amount may accumulate to a total of 340 days.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. ~~The~~ immediate family shall include spouse, parents (stepparents, parents-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), legal guardian, and any person for whom the employee has custodial responsibility.

The Board may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases.

Teachers who are placed on the salary schedule 0 through 19 years shall receive eleven (11) sick leave days at full pay for each school year. Teachers who are placed on the salary schedule at 20 years or more shall receive sixteen (16) sick leave days at full pay for each school year.

3.2 Personal Leave

The Board shall grant full-time teachers three (3) personal leave days per year for the purpose of conducting personal business. If possible, two (2) days advance notice should be given the building principal before personal leave is taken. Personal leave can be taken in only full day or half (1/2) day increments. The decision to grant or reject the request for leave is at the sole discretion of the Principal with the decision not subject to the grievance process. Should a request be denied, the employee shall be provided with written reasons as to why the request was denied. Any unused personal days will be converted to sick leave at the end of each school year to contribute to the 340 days in accordance with Section 3.1 above.

3.3 Professional Growth Leave

The Board recognizes the importance of professional growth for faculty members and shall provide for each faculty member the opportunity to attend professional growth opportunities including seminars, workshops, or conventions relative to their educational assignment, without loss of pay, subject to the limitations of the District's budget and staff development plan.

- A. A request for professional leave must be made to the building principal at least one (1) week prior to the date of leave.
- B. The principal can refuse said request, in writing.

- C. The Board will reimburse, upon receipt of payment and evidence of attendance, the registration fee and such other expenses as the principal may approve, if required for an approved activity.
- D. The Board will pay for, or provide, a substitute teacher.
- E. Requests for use of professional leave may be initiated by either the teacher or the Administration. The teacher may, at his or her discretion, receive only partial reimbursement or no reimbursement for expenses, as agreed upon in writing.

3.4 Child Care Leave (Family and Medical Leave Act)

Certified employees who have been employed for at least a consecutive 12-month period and have completed 1,250 hours of service to the District may be eligible for Family Medical Leave (FML) for up to 12 work weeks of unpaid leave in any 12-month period. An employee who desires FML shall make a written request at least thirty (30) days prior to the commencement of the leave. If a serious health condition of the employee or an immediate family member develops unexpectedly, then the written request shall be made as soon as practicable. The reasons for FML shall be those allowable under the Family Medical Leave Act of 1993 (personal illness, illness of immediate family members, birth or adoption of a child or placement of a foster child with an employee). The written request shall be on a form prepared by the Superintendent, after consultation with the Association. The employee shall furnish medical certifications necessary to justify the reason for the request of FML, if requested by the Superintendent. If the employee meets the requirements for FML, the Superintendent shall approve the request. However, if an employee requests FML that would extend during the last three (3) weeks of the school year, the Superintendent may require the employee to remain on leave through the end of the school year. If the employee's leave is extended beyond the initial time, the district will continue to contribute according to 8.5c through the end of the FMLA leave, including the extension requested by the Superintendent.

Upon return from an FML, the employee shall be reinstated to an equivalent position.

3.5 Short Term Unpaid Leave of Absence

A teacher requesting leave, other than those listed in items 3.1 through 3.5, and for which a teacher will have the time off deducted from the annual salary, shall make written request to the building principal, who will respond, in writing, within four (4) working days of receipt of said request. The principal may deny said request without consequences for past histories or practices.

As a rule, no teacher will be granted more than three (3) days leave per year unless the Superintendent feels that it would be in the best interest of all parties to grant a longer leave.

The amount deducted will be equal to 1/185 of the employee's annual salary for each day missed.

3.6 Long Term Unpaid Leave of Absence

Upon the recommendation of the Superintendent, the Board may grant a teacher a leave of absence without pay for illness, maternity, adoption, child care, disability, educational or professional purposes, or such other leaves as may be deemed appropriate by the Superintendent. Written requests for long term unpaid leaves of absence should be made at least three (3) months before the leave is desired. The Three (3) month notice provision may be waived by the Board.

A. Length of Leave

The length of leave shall generally be limited to one year except in the case of TRS disability. Nothing limits the Board from granting an additional year or years of unpaid leave of absence.

B. Notification of Intent to Return from Leave

The teacher on leave shall give the Superintendent written notice by March 1 of his/her desire to return at the beginning of the next school year. If the leave is for the first half of the school year only, he/she shall notify the Superintendent by November 15th of his/her intention to return. If the teacher fails to provide such written notice, such failure will constitute his/her resignation, effective immediately.

C. Reinstatement Upon Return from Leave

Pursuant to the provisions of this contract, when the leave of absence has expired, the teacher will be assigned to a position for which he/she is properly certified and qualified. The Board will consider returning the teacher to the position he/she left; however, the Board reserves the right to assign the teacher to the position that best fits the needs of the District. The Administration may require a physician's consent for reinstatement from a medical leave.

D. Returning Prior to Expiration of Leave

If an employee submits a written request to the Superintendent indicating a desire to return to duty prior to the expiration of a leave, he/she shall be reinstated provided a suitable vacancy exists.

E. Insurance Participation

A teacher on long-term unpaid leave of absence shall continue participation in the District's group health insurance program and receive the same Board paid monthly contribution toward the individual's teacher's single premium as provided in paragraph 8.5.C of this Agreement. A teacher shall not be required to continue participation in the District's health insurance program if the law allows the teacher to participate in a non-District health insurance program that provides minimum essential coverage and the teacher provides proof of such coverage.

ARTICLE IV EMPLOYEE/ASSOCIATION RIGHTS

4.1 Discipline

Rules and regulations governing employee conduct shall be reasonable, and enforcement of employee discipline shall be fair.

The discipline of an employee shall be done in as confidential a manner and in as private a setting as circumstances reasonably allow. Discipline shall be based upon the employee's conduct and the rules at issue.

4.3 Right of Representation

When an employee is required to appear before the Board or the administration concerning any matter that could adversely affect the employee's employment, position, or salary, the employee shall have the right to be accompanied by a person of his/her choice. Further, when an employee is required to appear before the Board, the employee shall be advised, in writing, at least five (5) days prior to said appearance of the reasons for the requirement. It shall be the responsibility of the employee to obtain a representative of his/her choice.

4.4 Personnel File

Each employee shall have the right, upon request, to review the contents of said employee's personnel file, except for those items which are confidential under the law, and to place therein written reactions to any of its contents. Such request shall be made in writing and the administration shall establish an appointment, during the normal working day of the employee, within three (3) working days of receiving the request. Whenever possible, the request shall be approved by the Superintendent or the appropriate principal at the time it is presented and an immediate appointment made. The administration shall establish a log for the personnel file which indicates the date, time, person examining the file, and the reason for examination of the file. The log shall be completed every time the file is examined, but will not be completed when routine administrative entry is made such as adding a transcript or evaluation or reviewing a specific item such as a transcript or evaluation.

4.5 Notification of Assignment

All employees shall be given written notice of their teaching and extra duty assignments for the forthcoming year no later than the last official day of the school term. In the event changes in such assignments are proposed, the employee affected shall be notified promptly. In no event shall changes in the employee's assignments be made later than July 1 preceding the commencement of the next school term unless an emergency situation exists. In the event of such emergency, the employee and the Association shall be notified. If such change is not acceptable to the employee, the employee shall be allowed the option of a one (1) year leave of absence or resignation.

**ARTICLE V
LAY-OFF, RECALL, TRANSFER, VACANCY LANGUAGE**

5.1 Certification/Qualification

Each certified teaching employee must meet the requirements as established by the Illinois School Code and the State Board of Education for teaching in the State of Illinois.

5.2 Reduction In Force (RIF)

If the Board decides to reduce the number of tenured teacher positions or to discontinue a particular type of educational program or teaching service, then those tenured teachers reduced shall receive written notice of honorable dismissal by registered mail at least forty-five (45) calendar days before the last day of the school term.

- a) Group 1 . Probationary teachers who have not received a performance evaluation rating;
- b) Group 2 . Teachers with a ~~%~~Needs Improvement+ or ~~%~~Unsatisfactory+ performance evaluation rating on either of the teachers' last (2) performance evaluation ratings;
- c) Group 3 . Teachers with a performance evaluation rating of at least ~~%~~Satisfactory+ or ~~%~~Proficient+ on both of the teachers' last (2) performance evaluation ratings, if (2) ratings are available, or on the teachers' last performance evaluation rating, if only one rating is available, unless the teacher qualifies for placement in Group 4 hereafter;
- d) Group 4 . Teachers whose last (2) performance evaluation ratings are ~~%~~Excellent+ or who has (2) ~~%~~Excellent+ performance evaluation ratings out of the last (3) performance evaluation ratings with a third rating of ~~%~~Satisfactory+ or ~~%~~Proficient+.

The Board, in consultation with a Committee of (2) Association members and (2) Administrators, shall establish a sequence of dismissal list categorized by position and the groupings 1 through 4 as set forth hereinabove. This sequence of dismissal list shall be finalized and distributed to the Association at least seventy-five (75) days before the last day of the school term. The sequence of dismissal shall comply with §24-12(b) of the Illinois School Code. Within Group 3 and Group 4 described hereinabove, dismissal order shall be determined by seniority. Each year, with notice to the Association, the Administration can move teachers from Group 1 (if evaluated) to another group between the 75th and 45th day prior to the end of the school term. On or before May 10th of each year, the Superintendent shall deliver to the Association President the category of positions list.

Performance evaluation ratings shall be based upon the overall summative evaluation rating. Non-summative evaluations conducted as a part of a professional development plan after a ~~%~~Needs Improvement+ rating or as part of a remediation plan following an ~~%~~Unsatisfactory+ rating shall not be used for determining a teachers' final performance rating.

Recall Rights

1. Recall shall be conducted in inverse numerical order by position.
2. Recall rights shall not extend to probationary teachers that the Board dismisses or non-renews. The Board has the sole discretion to decide which probationary teachers should be dismissed or non-renewed. The Board may in its sole discretion extend to non-tenured teachers honorable dismissal rights under this Agreement on a case-by-case basis.
3. Recall shall extend to the following school term or within one calendar year from beginning of next school term.
4. Only those in Groups 3 and 4 will maintain recall rights. However, those in Groups 1 and 2 (including tenured) will not maintain recall rights.
5. During the next school term, or within one calendar year from the start of the next school term, any vacant positions becoming available must be given to teachers who were RIFed, from groupings 3 and 4 to the appropriate qualified position.
6. If the number of honorable dismissals based on economic need is more than 15% of the number of full-time equivalent positions filled by teachers (not including principals and administrators), recall period is the following school term or within 92 calendar days from the beginning of the next school term.

5.3 Vacancy

- A. A vacancy occurs when the Board of Education declares that a person holding a valid Illinois teaching certificate for a given subject or grade level is needed to fill a given position. Temporary positions, i.e. substitutes, leaves of absences, or temporary disability will not be regarded as vacancies.
- B. After the Board of Education has determined that a vacancy exists, the Superintendent shall, within seven (7) working days, post a vacancy notice in each school building and deliver a copy of said notice to the Association president(s) or notify staff by including the vacancy announcement in the staff newsletter.
- C. When a vacancy occurs during the summer months, the Superintendent shall notify the Association president(s) of the vacancy, and direct the announcement to the district AEA members through the automated phone system and email list provided by the AEA. Employees shall have the responsibility of maintaining contact with the Association president(s) and Superintendent if interested in applying for the vacancy.
- D. In filling a vacancy, the district accepts the principle of seniority as first consideration, and applicants from within the school system will be given first consideration. However, the Board reserves the right to employ the candidate that best fits the total needs of the district, and the Board's decision will be final.

- E. If an in-district applicant is not chosen for the position, the applicant may request a conference with the Superintendent, and the applicant will be given reasons for the selection of another candidate.
- F. The Board's first responsibility is to employ individuals trained and certified in the teaching profession. If the Board cannot locate an acceptable candidate and this creates an emergency situation, then the Board shall search for an individual in a non-teaching profession.

5.4 Transfer

- A. When the possibility of a transfer occurs, the building administrator will consult with the affected teacher(s), give reasons for the transfer, and discuss placement options.
- B. The Board's decision will be based on what is best for the district and will try to honor the teacher's preference and accepts the principle of seniority as first consideration.

**ARTICLE VI
CONDITIONS OF EMPLOYMENT**

6.1 Work Day

- A. High School and Junior High School teachers shall be provided a thirty (30) minute duty free lunch period and not less than one (1) preparation period per day. The length of the preparation period for high school and junior high school teachers shall be defined as the regular class period length in the school of assignment.

Elementary teachers, including kindergarten teachers, shall be provided at least a forty (40) minute, duty free lunch period. The elementary teachers, including full-time kindergarten teachers, shall have a preparation period of not less than 150 minutes per week, in segments of at least 25 minutes per day during student contact time. A week is defined as five (5) continuous school days.

Cantrall Intermediate School teachers shall be provided a thirty (30) minute duty free lunch period and shall have a preparation period of not less than 150 minutes per week.

- B. Except for Cantrall Elementary and Cantrall Intermediate teachers, all other teachers shall be required to report for duty no earlier than 8:00 a.m. and shall be permitted to leave at 3:25 p.m., except for meetings called by the administration. Meetings called by the administration prior to 8:00 a.m. or which last longer than 3:25 p.m. will not be held, in other than emergency situations, without providing teachers a minimum one-week notice. If a class or supervisory duty is assigned before 8:00 a.m. or after 3:25 p.m., the same amount of time shall be subtracted from the start or end of the teacher's day in such a manner as to maintain the same amount of time as he/she would have been required to be present within

the 8:00 a.m. to 3:25 p.m. day. Teachers assigned to instructional or supervisory duties before 8:00 a.m. or after 3:25 p.m., who do not have this time subtracted to maintain the same length of day, shall be reimbursed by a payment of \$17.50 per class period, or a prorated percentage thereof, dependent upon actual student contact time. The provisions of this paragraph regarding teachers working before 8:00 a.m. or after 3:25 p.m. will not apply if the teacher volunteers to perform instructional or supervisory duties before 8:00 a.m. or after 3:25 p.m. When an early dismissal is announced for any day preceding a vacation or holiday, and when school is dismissed due to weather conditions, teachers may leave after the students and buses have departed.

Teachers at Cantrall Elementary and Cantrall Intermediate Schools shall be required to report for duty no earlier than 7:50 a.m. and shall be permitted to leave at 3:15 p.m., except for meetings call by the Administration.

After consultation with the Association, the Board may alter the commencement of the school day by not more than 5 minutes and the dismissal time by not more than 5 minutes, while maintaining a 7 ½ hour work day.

- C. The Administration can establish time(s) after 3:25 p.m. for Parent-Teacher Conferences and/or educational Open House, provided neither precedes Thanksgiving, Christmas, or spring break vacations.

6.2 Teaching Load

- A. The daily teaching load for all teachers in the district shall be no more than six (6) hours per day. Any and all supervisory and teaching responsibilities assigned a teacher during the school day shall be considered student contact time. Supervisory duties, excluding extracurricular activities, will be equitably assigned by the Administration to all teachers between the hours of 8:00 a.m. and 3:25 p.m. Any teacher may voluntarily accept duties without precedence being established for themselves or any other teacher. If an additional class is assigned to a teacher during his/her preparation period for the semester, he/she will receive \$1,800 per semester.
- B. Any independent study provided for a student shall be at the recommendation of the building principal with the understanding that the teacher has right of refusal. If the teacher accepts the independent study student, they shall be reimbursed at a rate of \$150 per student per semester.

6.3 Class Size

The Board of Education will review class enrollments at its last regular meeting prior to the first day of student attendance of the school term and at its last regular meeting prior to the start of the second semester. The AEA may present to the Board any recommendation it has with regard to class enrollments. Should the Board, district administrators, and the Association president(s) agree that the class sizes are too large, then the Board will, if feasible, take appropriate action to remedy the situation.

6.4 Prep Substitution

Teachers assigned a class by the administration during their normal plan period, excluding semester exam periods, shall receive payment of \$17.50 per class period assigned, or a prorated percentage thereof, dependent upon actual student contact time.

6.5 Classes/Supervision Duties Beyond Work Day

Assignment of these duties will be done in an equitable manner among all certified teaching personnel who have been assigned to the affected sites.

6.6 Calendar

- A. The Board shall establish a school calendar that does not exceed 185 school days. The calendar shall contain no more than 176 regular work days, four (4) institute days, and five (5) emergency work days. If the five (5) emergency work days are not used for emergency purposes, they shall not become employee work days. There shall be at least three (3) scheduled vacation days during Easter/Spring break not including any legal holidays.
- B. School will be dismissed at 2:15 p.m. on the last work day preceding Thanksgiving, Christmas and spring break vacations.
- C. The Board, prior to its final approval of the calendar, shall submit, at least two (2) weeks prior to the final adoption day, a draft of the calendar to the Association and will receive written recommendations from the Association concerning the development of the calendar. Said recommendations shall be given to the Superintendent of Schools by 12 o'clock noon on the adoption date.

6.7 Travel Time

Travel time will be allowed for teachers who are required to travel between buildings during the school day. In scheduling classes for such teachers, the administration will consider the unique needs of the position.

6.8 Student Discipline

The District recognizes a responsibility to support and assist teachers in carrying out their statutory duty to maintain discipline in the classroom as per 105 ILCS 5/24-24. The administration will develop a discipline referral form to be used by teachers in referring students to the principal and for the principal to communicate to the teacher what action was taken.

6.9 Student Transportation

If a teacher, while in the course of his or her employment, transports a student within his or her own vehicle, the teacher will maintain at least the minimum automobile insurance required by law. The District will reimburse the teacher for his or her deductible, not to exceed \$1,000, for any liability payments as a result of an accident.

ARTICLE VII EVALUATION

- 7.1** Within thirty (30) days after the beginning of each school term, the building principal shall acquaint each teacher with evaluation procedures to be used with him/her during the year.
- 7.2** At the beginning of the education year, teachers will be informed of their primary evaluator.
- 7.3** Tenured teachers will be evaluated at least once every two years.
- 7.4** Non-tenured teachers will be formally evaluated at least two times per year (once each semester).
- 7.5** Formal evaluation will be completed prior to April 15th. The evaluation form to be used by all administrators is attached to this contract as Appendix H.
- 7.6** All formal evaluations will be preceded by a Pre-Evaluation Conference and followed by a Post-Evaluation Conference of about 45 minutes in length.
- A. Pre-Evaluation Conferences will be held at least two (2) school days prior to actual formal evaluation, unless the employee waives this right.
 - B. Post-Evaluation Conference will be held no later than eight (8) school days after actual formal evaluation, unless the employee waives this right, and will be scheduled prior to the evaluations being placed in the personnel file in the unit office.
 - C. Teacher comments, if any, will be added to the evaluation report.
- 7.7** In addition to formal evaluations, the primary evaluator may conduct three (3) informal classroom observations for non-tenured teachers and one (1) for tenured teachers per school year. If the evaluator in one of these informal classroom observations sees conduct by the teacher that might be considered unsatisfactory during a formal evaluation of the teacher, then the evaluator shall so advise the teacher in writing within five (5) school days.
- 7.9** Copies of all formal evaluations will be given to the teacher. The formal evaluation(s) will be signed by both the teacher and the evaluating administrator. A copy of all formal evaluations will be placed in the teacher's personnel file in the unit office.
- 7.10** An overall evaluation rating of unsatisfactory will result in remediation as directed by law.
- 7.11** It is the duty of the Administration to investigate and to determine the validity of complaints brought to their attention. If the complaint has merit, the administrator shall notify the employee that a complaint is being investigated, obtain the employee's input and 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.

7.12 Coaching Evaluations

The building principal and/or athletic director shall acquaint each coach with evaluation procedures to be used prior to the first scheduled practice in the sport as allowed under the applicable IHSA or IESA rules.

- 7.13** The Evaluation Instrument is attached to this Agreement as Appendix H. Within thirty (30) days written notice by either the Board or Association, the parties agree to bargain any changes to the Evaluation Instrument required by either 105 ILCS 5/24A-5 et. seq. or Senate Bill 7. The parties agree that grievances of teacher evaluations are restricted to whether evaluation procedures were followed as provided for in this Agreement. Grievances may not challenge the administrator's judgment in determining a teacher's individual evaluation rating.

ARTICLE VIII COMPENSATION/FRINGE BENEFITS

8.1 Salary

The Board and Association have negotiated a fair and equitable salary for the certified employees of the school district. The salary schedules for the school year 2010-2011 are attached as Appendix A.

The Board and Association agree that placement of all certified employees on the salary schedule at the end of the 2012-2013 school year is correct. Movement on the salary schedule due to longevity or incremental earned credit, if any, in the 2013-2014 school year, and thereafter, shall start from the teacher's placement on the 2012-2013 salary schedule.

For new hires, the District will designate the step of each newly employed teacher in accordance with the best interest of the District. If a different step than normal is agreed to by the District and the teacher, discussion with the Association will occur regarding the anticipated step designation, thus providing them opportunity to make a recommendation.

8.1.A. Longevity Step.

Any employee who is beyond Step 24 on the salary schedule will receive a longevity step of \$2,000.00 added to the base salary at Step 24 of the Salary Schedule. The longevity step would be recurring, but not compounded or cumulative from year to year. Longevity Step applies to all teachers after their placement at Step 24 for one year and all subsequent years.

Example:

Employee A

2013-2014	B+16 Step 24	\$55,709
	Longevity Step	+ \$ 2,000
<hr/>		\$57,709

Employee A

2014-2015	B+16 Step 24	\$57,560
	Longevity Step	+ \$ 2,000
<hr/>		\$59,560

8.2 Sheltered TRS

The Board agrees to shelter for tax purposes on behalf of each employee that portion of the employee's contribution to the Illinois Teachers Retirement System which is not paid by the District. Beginning with the 2005-2006 school year, the Board agrees that the employee's share of the TRS contribution nine and four-tenths percent (9.4%) is paid by the Board as per Appendices A, B and C.

8.3 Payroll Installments

All scheduled employee salary payments shall be paid in twenty-four (24) equal installments over a twelve (12) month period.

8.4 Pay Days

If a regular pay date, during the school term, falls on a day when school is not in session, employees shall receive their checks on the last day of work prior thereto. During the summer, checks will be mailed two days in advance of the appropriate pay date.

8.5 Insurance

- A. The Board will contribute, on behalf of each employee, a sum of money toward payment of a group health insurance program. Insurance coverage for new employees shall begin on the first day of work, or as otherwise provided by the terms of the health insurance program. Insurance coverage shall end upon employee's termination of employment for cause, fraud, intentional misrepresentation of a material fact, failure of the employee to pay any required portion of the insurance premiums, death, and upon thirty (30) days advance written notice upon resignation, and upon August 31 with thirty days advance written notice for non-renewals, or reductions in force, pursuant to the provisions of group health insurance program and is allowed by law. An employee may elect to continue health insurance coverage in accordance with the rules and regulations of the Consolidated Omnibus Budget Reconciliation Act (COBRA) at the employee's own expense.

B. The Board and the Association will mutually agree on the carrier and coverage of the group health insurance program that meets the minimum essential coverage required by the Patient Protection and Affordable Care Act (PPACA). When soliciting bids, the District will establish a committee consisting of two teachers appointed by the Association, one support staff member, one administrator, and the Superintendent. The Superintendent will serve as chairman to assist in the solicitation and consideration of bids. The Committee will provide a recommendation for insurance benefits and carrier to the Board for final consideration.

C. The Board shall contribute toward an individual teacher's single premium cost of the District's health insurance plan as follows:

2013-2014	\$420.00 per month
2014-2015	\$430.00 per month
2015-2016	\$440.00 per month

In the event the Board adopts a group health insurance plan with a Health Savings Account (HSA) program option and the amount of the monthly premium for individual coverage is less than the above monthly employee reimbursement amounts, the difference between the monthly reimbursement amounts and the HSA monthly premiums for individual coverage shall be paid to the Employee's HSA account as an employer paid benefit as allowed by law.

D. Should the health insurance premium cost increase by 20 percent or more during any single contract year, the Board's participation amount can be re-opened for negotiation at the request of the Association.

E. Contributions to tax sheltered annuities expressly authorized and permitted in the District's 403(b) Plan Document effective on or before January 1, 2009. Eligibility and contribution limits are governed by the Plan Document. At least annually, the Administration shall notify employees of this option to participate, the time period during which election may be made and summarizing the plan's essential features. In formulating the 403(b) Plan Document, the Board shall, to the extent allowed by law, provide an option for contribution to tax sheltered annuities, purchase of government service pension credit and post severance contributions.

8.6 Paid Sick Days

A. Certified staff members, upon termination of their teaching duties in the Athens School District, may apply their unused accumulated sick and personal leave for credit to the Teacher Retirement System, and, if retiring, may receive payment for days in excess of 170 days earned and accumulated in District #213. This will allow for payment of up to 50 days in accordance with the following:

Teacher with over 15 years of uninterrupted service will receive \$50.00 per day for unused sick and personal leave.

B. Request for Unused Days

A request for paid unused days must be in writing. Staff members requesting payment must have completed their present teaching contract.

8.7 Professional Growth

- A. The District shall set aside \$18,000 per year for reimbursement of teachers who earn graduate credit to obtain an additional teaching endorsement recognized by ISBE or in an accredited masters degree program other than for a Type 75 Certificate, except for the one current employee who is pursuing a Type 75 Certificate program prior to January 1, 2013. This reimbursement will be allocated in three (3) blocks of \$6,000.00 for Fall, Spring and Summer course attendance and limited to full-time teachers who have completed at least one entire school year teaching in the District. Until a teacher completes one entire school year teaching full-time in the District, that teacher is not eligible for course reimbursement for Summer, Fall or Spring courses. Requests must be submitted no less than 15 days prior to the starting day of the course. New applications must be submitted each time reimbursement is sought. The Superintendent will evaluate the applications after the filing deadline and tentatively allocate the available tuition reimbursement equally among all approved applications. During the subsequent thirty (30) days following the above listed deadlines, teachers may withdraw their request and the Superintendent shall re-figure the allocation. Criteria for approval is as specified in paragraph B below. Final reimbursement for approved courses will be made upon successful completion of the course with a grade of ~~B~~ or higher. No reimbursement will be given in excess of two hundred ninety dollars (\$290.00) per credit hour. This amount becomes effective with classes taken during the Fall, 2008, semester. Funds not allocated for the Fall semester will be carried over for distribution in the Spring semester. Funds not allocated in the Spring semester will be carried over for allocation in the Summer semester. Any teacher, whose course work is covered by grant money, title money, or chapter money, will be reimbursed by those monies at the same rate as the allocation above and will not be placed in the reimbursement pool for which the \$6,000.00 is allocated. Any funds left over at the end of the fiscal year will be equally divided among those teachers who did not receive the full \$290 reimbursement.

If the Board in any given year authorizes reimbursements of more than the sums stated hereinabove, nothing shall be construed as restricting the Board in its sole discretion in any subsequent year from limiting reimbursements to the sums, both in individual sums and in aggregate totals, as set forth above.

- B. A teacher may receive reimbursement for a maximum of sixteen (16) credit hours as approved pursuant to subparagraph C hereinafter per year. Reimbursement will be made once the Superintendent has verified satisfactory completion of the course work.
- C. Course work for incremental credit for advancement on the salary schedule must be an accredited graduate level course which is either part of an established masters degree program(individual does not have to be in a graduate program), or is designed to allow the teacher to obtain additional teaching certification or is

the result of an employee being required by the Board/Administration to take a certain graduate course for the needs of the District. The Superintendent has the sole discretion to approve or deny the employee's request to take any course that does not meet the above criteria.

- D. Any movement on the salary schedule due to the receipt of incremental credit will be effective from the beginning of the school year in which the additional credit is approved by the Superintendent. All necessary documentation for requests for incremental credit must be submitted to the Superintendent, who will consider these requests between July 15 and September 1 in the year in which the incremental credit is claimed. The employee shall furnish a valid transcript, grade sheet, or statement signed by the appropriate professor attesting to the satisfactory completion of the credit earned. The Superintendent shall not approve requests for incremental credit prior to July 15 and no later than September 1.

8.8 Extra Duty

- A. The extra duty pay schedule for the 2013-2014, 2014-2015, and 2015-2016 school-years is presented in Appendix E.
- B. Should the District grant an individual a leave of absence from an extra duty assignment for a period up to one year or should a person be unable to work an extra duty assignment because of a temporary disability, maternity leave, or paternity leave for a period of up to one year, the District agrees to return the teacher to the same extra duty assignment.
- C. An Association member may request on behalf of the students a desire for a new activity or club. If it is validated by the administration and approved by the Board, the stipend of the newly created position should be equal to a similar position on the existing extra duty pay schedule.
- D. Outside experience is limited to the K-12 school setting or college coaching environments. ~~%~~years of experience+ within a sport is ~~%~~years of experience+ regardless of the level. For example, three years of junior high basketball will stay with the coach if that coach moves to a varsity position.

8.9 Certified National Teacher

Any full-time teacher who completes certification as a certified national teacher through the program recognized by the Illinois State Board of Education (ISBE) and achieves ~~%~~Master Teacher+ certification, the Board shall pay the teacher an additional \$250 per year for each year the teacher maintains the Master Teacher certification and remains an employee of the district in a teaching position (ex. 1st year - \$250 for the year, 2nd year . additional \$250 to \$500 for the year, 3rd year . additional \$250 to \$750 for the year, etc.). If the ISBE pays the Board/District monies pursuant to the Illinois Teaching Excellence Program (105 ILCS 5/21-27), these monies, in addition to the above \$250 stipend, shall be paid to the teacher who has received a ~~%~~Master Teacher+ certification, provided this is a pass through only and is no additional financial cost to the District.

8.10 Mileage Reimbursement

Bargaining unit members who use personal vehicles for school related travel shall be reimbursed at the IRS rate.

ARTICLE IX FAIR SHARE

- 9.1** It is recognized that the Association's duties as the sole and exclusive bargaining agent entail expenses that appropriately are shared by all teachers who are beneficiaries of said Agreement. Teachers who elect not to join the Association will execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the services rendered by the Association or pay directly to the Association a like sum.
- 9.2** 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 effective date of this Agreement, whichever is later, the Board shall, after notification in writing from the Association, deduct such amount in equal payments from the regular salary check of the teacher.
- 9.3** The Association, the Illinois Education Association, IEA, and the National Education Association, NEA, agree to defend, indemnify and save the Board harmless against any claims, 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 that may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Section.
- 9.4** The Association shall annually certify the Board the amount constituting each non member teacher's share, which amount shall include only such expenses as qualify for inclusion in the Fair Share fee pursuant to the 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 business office on September 1 of each year. In the event a teacher objects to the amount of such fee, the Board shall send the objecting teacher's fees to the IEA where said fees shall be placed in an escrow account pending final determination of the appropriateness of the fee imposed. Such determination shall be made only after a full hearing before the Illinois Education Association or any impartial fact-finder appointed by the IEA. If the teacher is entitled to a refund, the teacher shall receive such refund plus any interest earned on the refund during pendency of the action.
- 9.5** If a non member teacher declares the right of non-association based upon bona fide religious tenets or teaching of a church or religious body of which such a teacher is a member, such teacher shall be required to pay an amount equal to the teacher's proportionate share to a non-religious charitable organization, mutually agreed upon by the teacher and the Association. If the teacher and the Association are unable to reach agreement on the matter, the charitable organization shall be selected from a list established and approved by the Illinois Labor Relations Board in accordance with its rules.
- 9.6** All dues deducted by the Board shall be remitted to the Association no later than the fifteenth (15th) day after such deductions are made.

**ARTICLE X
NEGOTIATION PROCEDURES**

- 10.1** Negotiations between the Board and the Association shall be in accordance with the rules and regulations as established by the State of Illinois.

**ARTICLE XI
EFFECTS OF AGREEMENT**

- 11.1** 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.
- 11.2** This Agreement shall be effective August 1, 2013 and shall continue in effect until July 31, 2016.
- 11.3** If any provision of the Agreement or any application of the Agreement, to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 11.4** These provisions will become a part of the employment contract between the Board and each teacher of Athens Unit #213. In no event shall any of these provisions limit the Board from exercising its rights to dismiss a non-tenured or tenured teacher in accordance with the tenure laws of the State of Illinois.
- 11.5** The terms of this Agreement shall be applied in the same manner under similar circumstances.
- 11.6** When the Association and the Board reach tentative agreement on all matters being negotiated, the complete agreement shall be submitted to the membership of the Association for ratification and to the Board for official approval.
- 11.7** It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the school district and the Board which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of the Agreement. Only the Board, on behalf of the residents of the District, possess the right and responsibility to operate the District and to direct the faculty and other employees of the District, including, but not limited to, all rights and authority exercised by the Board prior to the execution of this Agreement, except as limited by the written terms of this Agreement. The authority and powers of the Board as prescribed by the Statutes and Constitution of the State of Illinois and the United States shall continue unaffected by this Agreement except as limited by the written provisions of this Agreement.
- 11.8** During the terms of this Agreement, the Association agrees it will not encourage or engage in any strike.

**ARTICLE XII
RATIFICATION**

This contract is hereby ratified by the Board of Education of Athens Community Unit School District No. 213, Menard, Logan, Sangamon Counties, Illinois.

President, Board of Education

Date

Secretary, Board of Education

Date

This contract is hereby ratified by the Athens Education Association.

President, Athens Education Association

Date

Secretary, Athens Education Association

Date

APPENDIX A

2013-2014 Creditable Earnings

2013-14	B	B+8	B+16	B+24	M	M+8	M+16	M+24
0	36,243	36,906	37,569	38,232	39,558	40,221	40,885	41,548
1	36,995	37,658	38,322	38,985	40,311	40,974	41,637	42,300
2	37,223	37,887	38,550	39,213	40,539	41,202	41,865	42,528
3	37,451	38,115	38,778	39,441	40,767	41,430	42,093	42,756
4	37,678	38,342	39,005	39,668	40,994	41,657	42,320	42,983
5	38,509	39,172	39,835	40,498	41,824	42,487	43,150	43,813
6	39,153	39,816	40,479	41,142	42,468	43,131	43,794	44,457
7	39,797	40,460	41,123	41,786	43,112	43,775	44,438	45,102
8	40,441	41,104	41,767	42,430	43,756	44,420	45,083	45,746
9	41,085	41,748	42,411	43,074	44,401	45,064	45,727	46,390
10	41,729	42,392	43,056	43,719	45,045	45,708	46,371	47,034
11	42,374	43,037	43,700	44,363	45,689	46,352	47,015	47,678
12	43,019	43,682	44,345	45,008	46,334	46,997	47,660	48,323
13	43,674	44,338	45,001	45,664	46,990	47,653	48,316	48,979
14	44,331	44,994	45,657	46,320	47,647	48,310	48,973	49,636
15	44,988	45,651	46,314	46,977	48,303	48,966	49,630	50,293
16	45,644	46,307	46,970	47,633	48,959	49,622	50,285	50,948
17	46,301	46,964	47,627	48,290	49,616	50,279	50,942	51,605
18	46,957	47,620	48,283	48,946	50,273	50,936	51,599	52,262
19	47,625	48,288	48,951	49,614	50,940	51,603	52,266	52,929
20	50,457	51,120	51,783	52,446	53,772	54,435	55,098	55,761
21	51,892	52,555	53,218	53,881	55,207	55,870	56,533	57,197
22	52,592	53,255	53,918	54,581	55,907	56,570	57,233	57,896
23	53,749	54,412	55,075	55,738	57,064	57,727	58,390	59,053
24	55,383	56,046	56,709	57,372	58,698	59,361	60,024	60,687

APPENDIX B

2014-2015 Creditable Earnings

2014-15	B	B+8	B+16	B+24	M	M+8	M+16	M+24
0	36,787	37,460	38,133	38,806	40,152	40,825	41,498	42,171
1	37,550	38,223	38,896	39,569	40,915	41,588	42,261	42,934
2	37,782	38,455	39,128	39,801	41,147	41,820	42,493	43,166
3	38,013	38,686	39,359	40,032	41,378	42,051	42,724	43,397
4	38,244	38,917	39,590	40,263	41,609	42,282	42,955	43,628
5	39,086	39,759	40,432	41,105	42,451	43,124	43,797	44,470
6	39,740	40,413	41,086	41,759	43,105	43,778	44,451	45,124
7	40,394	41,067	41,740	42,413	43,759	44,432	45,105	45,778
8	41,048	41,721	42,394	43,067	44,413	45,086	45,759	46,432
9	41,702	42,375	43,048	43,721	45,067	45,740	46,413	47,086
10	42,355	43,028	43,701	44,374	45,720	46,393	47,066	47,739
11	43,009	43,682	44,355	45,028	46,374	47,047	47,720	48,393
12	43,664	44,337	45,010	45,683	47,029	47,702	48,375	49,048
13	44,330	45,003	45,676	46,349	47,695	48,368	49,041	49,714
14	44,996	45,669	46,342	47,015	48,361	49,034	49,707	50,380
15	45,663	46,336	47,009	47,682	49,028	49,701	50,374	51,047
16	46,328	47,001	47,674	48,347	49,693	50,367	51,040	51,713
17	46,995	47,668	48,341	49,014	50,360	51,033	51,706	52,379
18	47,662	48,335	49,008	49,681	51,027	51,700	52,373	53,046
19	48,339	49,012	49,685	50,358	51,704	52,377	53,050	53,723
20	51,213	51,886	52,559	53,232	54,578	55,252	55,925	56,598
21	52,670	53,343	54,016	54,689	56,035	56,708	57,381	58,055
22	53,381	54,054	54,727	55,400	56,746	57,419	58,092	58,765
23	54,555	55,228	55,901	56,574	57,920	58,593	59,266	59,939
24	56,214	56,887	57,560	58,233	59,579	60,252	60,925	61,598

APPENDIX C

2015-2016 Creditable Earnings

2015-16	B	B+8	B+16	B+24	M	M+8	M+16	M+24
0	37,338	38,022	38,705	39,388	40,754	41,437	42,120	42,803
1	38,114	38,797	39,480	40,163	41,529	42,212	42,895	43,579
2	38,349	39,032	39,715	40,398	41,764	42,447	43,130	43,813
3	38,583	39,267	39,950	40,633	41,999	42,682	43,365	44,048
4	38,817	39,500	40,184	40,867	42,233	42,916	43,599	44,282
5	39,673	40,356	41,039	41,722	43,088	43,771	44,454	45,137
6	40,336	41,019	41,702	42,386	43,752	44,435	45,118	45,801
7	41,000	41,683	42,366	43,049	44,415	45,098	45,782	46,465
8	41,663	42,347	43,030	43,713	45,079	45,762	46,445	47,128
9	42,327	43,010	43,693	44,376	45,743	46,426	47,109	47,792
10	42,991	43,674	44,357	45,040	46,406	47,089	47,772	48,456
11	43,654	44,337	45,021	45,704	47,070	47,753	48,436	49,119
12	44,319	45,002	45,685	46,368	47,735	48,418	49,101	49,784
13	44,995	45,678	46,361	47,044	48,410	49,093	49,776	50,459
14	45,671	46,354	47,037	47,721	49,087	49,770	50,453	51,136
15	46,348	47,031	47,714	48,397	49,763	50,446	51,130	51,813
16	47,023	47,706	48,390	49,073	50,439	51,122	51,805	52,488
17	47,700	48,383	49,066	49,749	51,116	51,799	52,482	53,165
18	48,377	49,060	49,743	50,426	51,792	52,475	53,158	53,841
19	49,064	49,747	50,430	51,113	52,480	53,163	53,846	54,529
20	51,982	52,665	53,348	54,031	55,397	56,080	56,763	57,447
21	53,460	54,144	54,827	55,510	56,876	57,559	58,242	58,925
22	54,181	54,865	55,548	56,231	57,597	58,280	58,963	59,646
23	55,373	56,056	56,740	57,423	58,789	59,472	60,155	60,838
24	57,057	57,740	58,423	59,106	60,472	61,155	61,839	62,522

APPENDIX D

The following extra-duty positions involve building programs and working closely with students on a regular basis. The stipends for these positions will increase with years of experience in the same position. The following extra-duty positions will be paid a determined percentage of the base salary

ATHLETICS

	YRS 1-3	YRS 4-6	YRS 7-9	YRS 10-12
6th Basketball	4.00%	5.00%	6.00%	7.00%
6th Volleyball	4.00%	5.00%	6.00%	7.00%
7th Basketball	7.50%	8.50%	9.50%	10.50%
8th Basketball	8.00%	9.00%	10.00%	11.00%
7th Volleyball	7.50%	8.50%	9.50%	10.50%
8th Volleyball	8.00%	9.00%	10.00%	11.00%
7/8 Baseball	5.50%	6.50%	7.50%	8.50%
Asst Baseball	4.00%	5.00%	6.00%	7.00%
7/8 Softball	5.50%	6.50%	7.50%	8.50%
Asst Softball	4.00%	5.00%	6.00%	7.00%
7/8 Track	5.50%	6.50%	7.50%	8.50%
7/8 XC	5.50%	6.50%	7.50%	8.50%
7/8 Cheerleading	4.00%	5.00%	6.00%	7.00%
Head Football	14.50%	15.50%	16.50%	17.50%
Asst Football	8.50%	9.50%	10.50%	11.50%
Head Volleyball	12.00%	13.00%	14.00%	15.00%
JV Volleyball	8.50%	9.50%	10.50%	11.50%
Head Basketball	14.50%	15.50%	16.50%	17.50%
JV Basketball	8.50%	9.50%	10.50%	11.50%
Frosh Basketball	8.00%	9.00%	10.00%	11.00%
Head Baseball	8.00%	9.00%	10.00%	11.00%
JV Baseball	5.00%	6.00%	7.00%	8.00%
Head Softball	8.00%	9.00%	10.00%	11.00%
JV Softball	5.00%	6.00%	7.00%	8.00%
Track - B	8.00%	9.00%	10.00%	11.00%
Track - G	8.00%	9.00%	10.00%	11.00%
Asst. Track	5.00%	6.00%	7.00%	8.00%
XC - B	7.00%	8.00%	9.00%	10.00%
XC - G	7.00%	8.00%	9.00%	10.00%
Head Soccer	8.50%	9.50%	10.50%	11.50%
JV Soccer	5.50%	6.60%	7.50%	8.50%
Ftbl Cheerleading	4.00%	5.00%	6.00%	7.00%
Basketball Cheer	6.50%	7.50%	8.50%	9.50%
Poms	6.50%	7.50%	8.50%	9.50%
Bass Fishing	3.00%	4.00%	5.00%	6.00%
Archery	2.50%	3.50%	4.50%	5.50%

APPENDIX D
(continued)

Ticket Sales	\$30.00
Coaches/Sponsors drive 1-4 hours	\$28.00
Coaches/Sponsors drive more than 4 hours	\$32.00
Mileage Reimbursement	IRS rate

TEACHERS WHO ACCEPT EXTRA DUTY ASSIGNMENTS FOR TWO ACTIVITIES FOR WHICH PRACTICES, EVENTS AND/OR MEETINGS ARE HELD PREDOMINATELY CONCURRENTLY WILL BE GIVEN THE FULL AMOUNT FOR THE HIGHEST PAID ASSIGNMENT PLUS ONE HALF OF THE LOWER PAID ASSIGNMENT.

APPENDIX F

Retirement Incentive for School Year 2010-2011 and Subsequent Years

Eligibility

In order for a teacher to qualify for a retirement incentive under either Plan I or Plan II for school year 2010-2011 and subsequent years set forth hereinafter, the following conditions must be met:

1. The teacher may participate in this program if he/she has sufficient service credit and/or age credit under the Illinois Teachers Retirement Service (TRS) rules and regulations to exempt the Athens Community Unit School District from payment and/or assessment of any penalty or additional contribution to be paid to TRS for the benefit of the employee under any Early Retirement Option (ERO) or any other TRS retirement provision.
2. The teacher must have been a full-time teacher for twenty (20) years of service as an employee of the Athens Community Unit School District prior to the submission of the irrevocable letter of retirement and resignation.
3. The teacher must submit an irrevocable letter of retirement and resignation on or before May 1st, beginning in 2011, electing participation in either Plan I or Plan II. Once a teacher elects participation in either Plan that election is irrevocable and the teacher may not subsequently elect participation in the other Plan.
4. The Board of Education shall have the right annually to limit the number of participants under Plan I and Plan II to not more than 7 teachers per year.
5. Any reference to TRS creditable earnings in either Plan I or Plan II means the compensation paid to the teacher which is determined by TRS pursuant to its rules and regulations to constitute %~~credit~~able earnings+.
6. Once an irrevocable letter of retirement and resignation is submitted, the teacher shall not be assigned additional extra duties beyond those duties currently assigned in the school year in which the irrevocable letter is submitted. The teacher agrees to continue to perform the extra duties in any subsequent school year until the retirement and resignation as an employee of the school district is effective. If after submitting an irrevocable letter of retirement and resignation, the employee is removed from an extra duty assignment for performance reasons, then the employee's retirement incentive under either Plan I or Plan II shall be adjusted to reflect the change in the employee's TRS creditable earnings.

Example: The employee's TRS creditable earnings from the 2010-2011 school year were \$43,000.00, of which \$3,000.00 was compensation for coaching basketball. Under the employee's retirement plan, he/she would be scheduled to receive \$45,580.00 TRS creditable earnings for the 2011-2012 school year (i.e., \$43,000.00 x 1.06 = \$45,580.00). However, the employee is removed from his/her coaching position before the start of the 2011-2012 school year. The employee's TRS creditable earnings for the

2011-2012 school year will be \$42,400.00 ($\$40,000.00 \times 1.06 = \$41,600.00$) rather than \$45,580.00.

7. In no event shall a teacher, who participates under either Plan I or Plan II, be paid or receive an increase in total TRS creditable earnings in excess of six percent (6%) of the creditable earnings paid the teacher in the previous fiscal year pursuant to the TRS rules and regulations. Any such creditable earnings that exceed this six percent (6%) limit from one fiscal year to the next shall not be considered due and owing to the teacher under either Plan I or Plan II. Exemptions to the 6% limitation on creditable earnings as provided for by law in Public Acts 94-1057 and 94-0004 will be recognized and authorized to the extent the exemptions are allowed in TRS rules and regulations.

Plans

Plan I

If an eligible teacher submits to the Board of Education an irrevocable letter of retirement and resignation electing Plan I on or before May 1st effective at the end of the next school year (i.e., submits letter on May 1, 2011 for retirement effective June 30, 2012), the teacher will be removed from the salary schedule (no further movement on the salary schedule, vertically or horizontally) for the next and final school year of employment (i.e., 2011-2012). The teacher will receive for the final school year of employment an increase of six percent (6%) on the teacher's TRS creditable earnings over the immediate and preceding year (i.e., 2010-2011).

Example: The employee's prior year TRS creditable earnings were \$55,000.00. The employee's final year TRS creditable earnings will be \$58,300.00 (i.e., $\$55,000.00 \times 1.06 = \$58,300.00$).

Plan II

If an eligible teacher submits to the Board of Education an irrevocable letter of retirement and resignation electing Plan II on or before May 1st effective at the end of the second school year (i.e., submits letter on May 1, 2012 for retirement effective June 30, 2013), the teacher will be removed from the salary schedule (no further movement on the salary schedule, vertically or horizontally) for the next two (2) school years (i.e., 2011-2012 and 2012-2013). The teacher will receive for each of the two final school years of employment an increase of six percent (6%) on the teacher's TRS creditable earnings over the immediate and preceding year (i.e., for 2011-2012 the TRS creditable earnings would be based upon the 2010-2011 school year and for 2012-2013 the TRS creditable earnings would be based upon the 2011-2012 school year).

Example: An employee gives his/her irrevocable letter of retirement prior to February 1, 2011, stating he/she will retire on June 30, 2013. The employee's TRS creditable earnings for the 2010-2011 school year were \$55,000.00. The employee's TRS creditable earnings for the 2011-2012 school year will be \$58,300.00 (i.e., $\$55,000.00 \times 1.06 = \$58,300.00$). The employee's TRS creditable earnings for the 2012-2013 school year will be \$61,798.00 (i.e., $\$58,300.00 \times 1.06 = \$61,798.00$).

8. In the event an employee has submitted his/her timely irrevocable letter of retirement but fails to meet the eligibility requirements because of illness or life changing circumstances, the Board, in its sole discretion, may allow the employee to rescind his/her letter of retirement, provided the employee returns to the Board any TRS creditable earnings paid to the employee in excess of the amount the employee would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid. If a teacher fails to complete the pre-retirement period under either Plan I or Plan II without cause, then the teacher's retirement and resignation date shall become effective immediately and the District may pursue whatever remedies it may have at law against the teacher.

9. If new legislation is enacted and/or new administrative rules/regulations are adopted, amended or modified that affect TRS teacher retirement service credit, the 6% limitation on creditable earnings or any early retirement option, the parties agree upon demand to bargain in good faith over such changes. Any such bargaining shall be limited only to matters pertaining to this Article alone.

APPENDIX H

ATHENS COMMUNITY UNIT SCHOOL DISTRICT #213

TEACHER 6 EVALUATION .

SETTING .

INSTRUCTION: Instruction is the heart of teaching. The effective teacher will plan, initiate, develop, sustain, summarize and assess learning to allow students to reach their maximum educational potential.

1. Lessons are planned and designed to meet clearly defined curricular objectives, individual needs, and to involve all students actively in the learning process.

EX. PROF. NEED IMP. UNSAT.

Comments:

2. Lessons will be initiated relating past learning to new materials with language that is understood by the students and clearly communicates the objectives.

EX. PROF. NEED IMP. UNSAT.

Comments:

3. Effective teaching behaviors and techniques to develop, sustain, and summarize learning will be in use.

EX. PROF. NEED IMP. UNSAT.

Comments:

4. Student learning is regularly reviewed and assessed by questioning, testing, student practice, and observation to adjust lessons to maximize learning.

EX. PROF. NEED IMP. UNSAT.

Comments:

CLASSROOM MANAGEMENT: Effective teachers assure that classroom activities occur in an environment that promotes and encourages learning. They manage routines, establish clear expectations and consequences that are communicated, and promote beneficial interpersonal relations among class members.

5. A learning environment with a climate of positive expectation that rewards students who achieve and meet expectations is established and maintained.

EX. PROF. NEED IMP. UNSAT.

Comments:

6. Management routines are in evidence and are clear, stated, communicated, and in keeping with district guidelines to promote an orderly environment for learning.

EX. PROF. NEED IMP. UNSAT.

Comments:

SUBJECT MATTER PREPARATION: The teacher is knowledgeable in the assigned areas as well as in other disciplines that relate to pupil learning. The latter includes guidance, learning disabilities, gifted, social work, speech, the testing program, and other such support programs. The teacher is also knowledgeable in the principles of learning and applies them effectively.

7. Knowledge of subject matter, related disciplines, current trends, principles of learning, and support services are demonstrated and utilized to further learning.

EX. PROF. NEED IMP. UNSAT.

Comments:

PROFESSIONAL RESPONSIBILITIES: Attendance, punctuality, appearance, positive attitude, and use of preparation time relates to teacher effectiveness.

8. Good work habits, attendance, punctuality, and use of preparation time are in evidence and act to promote learning.

EX. PROF. NEED IMP. UNSAT.

Comments:

9. Has a positive attitude toward education, promotes learning with enthusiasm, and interacts well with students, staff, and community.

EX. PROF. NEED IMP. UNSAT.

Comments:

10. District policy is adhered to and carried out in an effective manner.

EX. PROF. NEED IMP. UNSAT.

Comments:

OVERALL RATING:

Excellent (EX)

Proficient in Meeting District Standards (PROF)

Needs Improvement (NEED IMP)

Does not meet District Standards (UNSAT)

A rating of needs improvement or unsatisfactory on an evaluation item may result in formal supportive intervention by the evaluating administrator. One year will be allowed to improve the needs improvement or unsatisfactory item. If this rating is not improved within the given year, remediation will be mandated.

An overall evaluation rating of unsatisfactory will result in remediation as directed by law.

SUMMARY

Suggestions/Commendations (Including any areas that need improvement):

Evaluator

Date_____

I hereby acknowledge this evaluation report and affirm that the contents of this report were reviewed with me by the evaluator in a post evaluation conference and I further understand that acknowledgment of this report does not indicate agreement or disagreement with its contents and that I may repute any portion of it if I so desire.

Teacher

Date_____

COMMENTS

Teacher:

Teacher

Date_____

I hereby acknowledge that I have read these comments.

Evaluator

Date_____

APPENDIX I

Evaluation:

At the end of the season, the administration will evaluate coaches on their application of these expectations using the following format.

I. Implementation of Team Rules Meets Expectations _____

Does Not Meet Expectations _____

Comments:

II. Use of Mechanisms Meets Expectations _____

Does Not Meet Expectations _____

Comments:

III. Successful Communication Meets Expectations _____

Does Not Meet Expectations _____

Comments:

IV. Evaluator's Comments:

V. Coach's Comments:

Coach's Signature Date

Evaluator's Signature Date