

**Contract Between
Prairie du Rocher
Education
Association
And
Prairie du Rocher School
District #134 Board of
Education**

2008-2010

ARTICLE 1
RECOGNITION AND DEFINITIONS

1.1 Recognition

The Board of Education of Prairie du Rocher District #134, Randolph County, Illinois (hereinafter referred to as the "Employer" or the "Board") recognizes the Prairie du Rocher Educational Association - IEA - NEA (hereinafter referred to as the "Association" or the "Union") as the sole and exclusive bargaining representative for all certified employees (hereinafter referred to as the "Employee" or "Bargaining Unit Member") exclusive of supervisors, as defined by the Illinois Educational Labor Relations Act.

1.2 Part-time employees

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

1.3 Definition

The term "Employee" or "Bargaining Unit Member" may include an employee or a group of employees who are similarly affected by this agreement. These employees are all certified employees except full time supervising, managerial, confidential, short time, and persons employed to perform specific services for the district.

1.4 Days

The term "days" when used in this agreement shall, except where otherwise indicated, mean working days.

2.1 Administration of Contract

The Employer and the Association shall each select their own negotiation team representatives. The parties mutually pledge that their representatives will have the necessary authority to make proposals and concessions in the course of negotiations which shall be subject to approval by the respective parent group.

2.2 Negotiation Sessions

Formal negotiation sessions between the Board and the Association will be conducted at closed sessions in which both Board Member(s) and the Association negotiator(s) are present. Meeting dates, times, and places will be set by mutual agreement. The time limit on the meetings will be two hours. If progress is being made, time limits may be extended by mutual consent. If no progress is occurring, the meeting may adjourn earlier at the request of either party. The next meeting will be set prior to adjournment of the "current" negotiating session.

2.3 Bargaining Notification

Negotiations shall begin no later than June 15th in the final year of the current agreement.

2.4 Tentative Agreement

When tentative agreement is reached by both parties on individual items, both parties shall initial and date the item. There shall be two copies of any final agreement. One copy shall be retained by the Board and one by the Association.

2.5 Mediation

When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet as soon as possible with the parties or their representatives, or both, either jointly or separately, and shall take such steps as he/she deems appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

3.1 Definitions

A grievance shall be any claim by the Association, an employee, or group of employees that their rights have been impaired.

3.2 Procedures

The parties acknowledge that an employee and the employer may resolve problems through free and informal communications. However, a grievance shall be processed as follows:

A. Step 1

The grievant may present the grievance in writing to the Superintendent, who will arrange for a meeting to take place within five days after receipt of the grievance. The Association's representative, the grievant, and the Superintendent shall be present for the meeting. Within two days of the meeting, the grievant and the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

B. Step 2

If the Association is not satisfied with the disposition of Step 1, the Association may within thirty days submit the grievance to the Board. The Board will arrange for a meeting to take place within five days after receipt of the grievance. The Association's representative, the grievant, and the Board representative shall be present for the meeting. Within two days of the meeting, the grievant and the Association shall be provided with the Board's written response, including the reasons for the decision.

C. Step 3

If the Association is not satisfied with the disposition of Step 2, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the employer within thirty days of the date of the Step 2 answer, then the grievance shall be deemed withdrawn. If within fifteen days of the filing of the demand with the employer the parties cannot agree on an arbitrator, the demand shall be submitted to the Federal Mediation & Conciliation service which shall act as the administrator of the proceedings.

3.3 Bypass

By mutual agreement, any step of the grievance procedure may be bypassed.

3.4 Released Time

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

3.5 Filing of Materials

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

3.6 Grievance Withdrawal

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

3.7 No Written Response

If no written response has been rendered within the time limits indicated by a step, then the grievance shall be deemed resolved in favor of the grievant.

3.8 Costs

The fees and the expenses of the arbitrator shall be shared equally by the parties.

3.9 Postponement

If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

3.10 Settlement

By mutual agreement, a grievance may be settled at any step without setting precedent.

3.11 Grievance Forms

All grievance forms shall be mutually developed and agreed to by the parties and become a part of this contract and attached hereto.

GRIEVANCE REPORT FORM

Grievance # _____ Distribution of forms 1. superintendent
2. association
3. grievant

School Dist. _____

Submit to superintendent in Duplicate

Building: _____ Assignment: _____
Name of Grievant: _____ Date filed: _____

STEP 1

A. Date cause of grievance occurred: _____

B. 1. Statement of Grievance: _____

2. Applicable Provisions of the contract: _____

3. Relief Sought: _____

C. Disposition of Superintendent: _____

Superintendent's signature _____ Date _____

D. Disposition of Grievant and/or Union/Association: _____

Signature _____ Date: _____

*If additional space is needed, attach additional sheets.

GRIEVANCE REPORT FORM

STEP 2

A. Date received by Superintendent of Designee: _____

B. Disposition of Board: _____

Signature: _____ Date: _____

C. Position of Grievant and/or Union/Association: _____

Signature: _____ Date: _____

Grievance Report Form

Step 3

A. Date Submitted to Arbitration: _____

B. Disposition and award of Arbitrator: _____

Signature of Arbitrator: _____ Date: _____

Note: All provisions of Article _____ of the Agreement dated _____, will be strictly observed in the settlement of the grievances.

ARTICLE 4
CONTINUITY OF OPERATIONS

4.1 No Strike Provision

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.

4.2 No Lockout Provision

The Employer and the Union agree that they will not, during the period of this agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by the Illinois Educational Labor Relations Act. The Employer also agrees that it will not lock out any bargaining Unit Member during the term of this agreement or during any period during which a successor agreement is being negotiated by the parties.

4.3 Emergency Shutdown Days

When an Act of God or an Employer directive forces the closing of school or facility of the Employer, the Bargaining Unit Members shall be excused from reporting to duty without loss of pay. In the event a school/facility is closed for more than one day due to mechanical failure, fire, vandalism, or calamity, the Employer has the right to reschedule assignments of the affected Bargaining Unit Members and students so as to continue the educational process of students that next day.

ARTICLE 5
CERTIFICATED EMPLOYEES' WORKING CONDITIONS

5.1 Length of Pupil Day

The length of the pupil day shall be 6 hours and 40 minutes for the purpose of calculating student attendance. Any changes in the pupil day which would reduce the length of the day or alter the starting/dismissal times will be announced by the superintendent.

5.2 Length of Teacher Workday

When on a regular schedule, the length of the teacher day will be 7 hours and 20 minutes. On days when the regular schedule is altered (e.g. heat schedule) the superintendent may shorten the teacher work day. On days when the regular schedule is altered, teachers will remain at school a minimum of 5 minutes after bus students have departed or until any students remaining have been escorted to the office.

5.3 Length of Teacher Workyear

The teachers' workyear shall consist of no more than one hundred eighty (180) teacher attendance days consisting of one hundred seventy-six (176) pupil attendance days and four (4) Teacher Institute days. Unused emergency days shall not become workdays.

5.4 Parental Complaint Policy

The Board of Education shall establish a district policy governing parental complaints. Teachers shall be notified of any parental complaints within 24 hours of such complaints. The administration and/or board shall first advise parents to bring their complaints to the teacher. If it is the wish of the teacher or the parent the administration shall meet with the parent and teacher regarding the complaints. Teachers may request the presence of the Superintendent at any parent-teacher meeting which, in the opinion of the teacher, may become abusive. (See Appendix A)

5.5 Preparation Periods

Teachers shall be assured the equivalent of thirty minutes of preparation time during alternate pupil days. The preparation period will be duty free.

A. Teachers assigned to substitute during their preparation period or other class period, will be compensated at the rate of \$15.00 for each one-half (1/2) hour.

5.6 Parent-Teacher Conferences

Any employee required to conduct annual parent-employee conferences during evening or night hours shall be released from teaching duties on the ratio of approximately one to one.

5.7 Grades

Employees have the responsibility to determine grades, recommend promotions, and recommend retentions. Promotions and retentions will be determined by School Board Policy discouraging social promotions.

5.8 Unsafe or Hazardous Working Conditions

Bargaining Unit Members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

5.9 Assistance for Control and Discipline of Students

A. The employer shall support and assist Bargaining Unit Members with respect to the maintenance of control and discipline of students in the Bargaining Unit member's assigned work area. The Employer or its designated representative shall take reasonable steps to relieve the Bargaining Unit Member of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations.

B. Bargaining Unit Members may use such physical force with a student as is necessary to protect themselves, a fellow Bargaining Unit Member, any other non-bargaining unit Employee, teacher, administrator, or another student from attack, physical abuse or injury, or to prevent damage to district property.

5.10 Dispensing of Medicine

Bargaining Unit Members shall not be required to administer medication to pupils.

5.11 Employee Supervision and Responsibility for Building

In the absence of a designated building supervisor, Bargaining Unit Members shall not be held accountable or made responsible for the administration or supervision of the building.

5.12 Requisition of Materials

Each Employee shall be given opportunity to submit requisitions for materials and supplies for the succeeding school term.

5.13 Custodial Service

The district will make every effort to insure a clean work environment and will insure that all rest rooms are cleaned daily. Each classroom will be cleaned daily, including being swept, trash removed, and chalk boards and chalk trays cleaned and washed, except in emergency situations. No Bargaining Unit Member shall be required to perform custodial chores. Such chores shall include, but are not limited to, emptying trash cans, cleaning chalkboards and chalktrays, dusting, sweeping floors, washing windows, performing maintenance tasks, cleaning up body excretions/vomit, etc.

5.14 Sick Leave

At the beginning of each work year, each Employee shall be credited with 10 sick days, 3 personal days, and 2 sick/emergency days. The unused portion of the sick and sick/emergency days shall accumulate from year to year up to three hundred and forty (340) days.

A. Immediate Family

It is requested that leave used for illness in the general family be limited to parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. (School code 24-6)

B. Each teacher may use up to three sick days per incident for leave connected with the death or illness of a family member not included in "immediate family".

C. It is requested that the Bargaining Unit member notify the employer five calendar days in advance of the leave when using personal leave days except in the case of an emergency. It is requested that no personal leave days be taken by a Bargaining Unit Member during the first or last week of student attendance unless approved by the employer or the Superintendent. A week shall consist of five successive school days.

D. Unused personal days will be reimbursed to teachers at \$75 per day or may be rolled over into sick days for the next school year and each year thereafter. The school district must be notified on or before the last day of the school year.

5.15 Non-paid Leaves of Absence

Maternity/Paternity/Child-Rearing Leave

A. Conditions and Procedure for Leave

1. The Employer shall grant a maternity/paternity/child-rearing leave of absence without pay or loss of accrued sick leave, tenure, or seniority to any Employee who submits a written request for such leave.

2. The effective date of this leave shall be established by the Employee.

B. Length of Leave

This leave shall not be more than one hundred thirty-five (135) calendar days.

C. Conditions and Benefits Retained Upon Reinstatement

1. All accumulated benefits and right of employment previously gained shall be retained upon return.

2. The Bargaining Unit Member may terminate the leave provided that the member is physically able to perform his/her work responsibilities after notice of fourteen days.

5.17 Transfers

A. Employees shall be provided the opportunity to be placed in openings in which they are properly certified to fill.

B. The Employer shall inform all Bargaining Unit Members of any vacancy among the teaching staff within five days of the occurrence of the vacancy.

C. An attempt shall be made to fill all vacancies with employees from within the school district provided they make written request to be considered for the vacancy within ten days from the issue of the occurrence of the vacancy. In filling vacancies from within the bargaining unit, the Employer accepts the principle of seniority.

D. If an applicant from within the District is not selected to fill the vacancy, the Employee may request a conference with the Employer and/or the Superintendent. At this conference, the reasons for the selection of another candidate will be given.

1. An applicant must make written request for a conference on, or before, the first day of pupil attendance in the school year in question.
2. The Employer/Superintendent must hold a conference with the applicant prior to the last school day of September of the school year in question.

E. If changes in teaching assignments are made, teachers will be informed of these changes no less than 60 days before the start of the school year. If the opening occurs less than 60 days before the start of the school year due to the resignation, death, or disability of a teacher, the employer will inform the teacher(s) of any assignment changes within five working days of notification of such opening.

F. Teachers shall be granted a stipend of \$300 for any unrequested teaching assignment change.

5.18 Reduction in Force

A. In the case of reductions in force, reductions shall be based on the years of continuous service in the district according to the State Board of Education standards. Reductions shall be based on Board and Administration projections made no later than sixty calendar days before the end of the current school year. Upon the request of the association, a seniority list shall be provided by the school district.

B. Recalls shall be made in the reverse order of layoffs, contingent on the recalled teacher being qualified according to State Board of Education standards to fill the available position. Recall rights will be for two years from date of layoff.

5.19 Rights of Citizenship

The employee shall be entitled to full rights of citizenship and no religious or political activities of a Bargaining Unit Member or lack of these shall be grounds for any discipline with respect to the employment of such Bargaining Unit Member. The private and personal life of any Bargaining Unit Member is not within the appropriate concern or attention of the Employer. Political rights shall include registering and voting, participating in campaigning for candidates, lobbying, organizing political action groups, and running for and serving in public offices which are not incompatible with the member's employment.

5.20 Bereavement Leave

Employees may use up to three days, per incident, for the leave connected with the death of members of the immediate family defined in Sick Leave (5.14a) and not charged as Sick Leave.

5.21 Fair Share

A. Each Bargaining Unit Member, as a condition of his/her employment, on or before thirty days from the date of commencement of duties or the effective date of this agreement, whichever is later, shall join the association or pay a fair share fee to the association equivalent to the amount of dues uniformly required of members of the association, including local, state, and national dues.

B. In the event that the Bargaining Unit Member does not pay his/her fair share fee directly to the association by a certain date as established by the association, the Board shall deduct the fair share fee from the wages of the non-member.

C. Such fee shall be paid to the association by the Board no later than ten days following deduction.

D. In the event of any legal action against the Employer brought in a court of administrative agency because of its compliance with this article, the association agrees to defend such action, at its own expense and through its own counsel provided:

1. The employer gives immediate notice of such action in writing to the association, and permits the association intervention as a party if it so desires; and,

2. The employer gives full and complete cooperation to the association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

E. The association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this article.

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

F. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the association will make payment in behalf of the Employee to a mutually agreeable non-religious charitable organization as per association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE 6
ANNEXATION, CONSOLIDATION, OR OTHER
REORGANIZATION OF THE SCHOOL DISTRICT

6.1 In the event the district considers entering into a consolidation of the district or other forms of district reorganization, the board agrees to the following:

A. The district will notify the association of its need and its intent to enter into such discussions.

B. The Association will be allowed to have a representative present at any meeting the Board holds regarding the development or implementation of a reorganization.

ARTICLE 7**DUTIES, ASSIGNMENTS, AND RESPONSIBILITIES**

7.1 Teaching assignments shall be made by the employer.

7.2 All Bargaining Unit Members are expected to attend the following: Inservice days, Open House, Christmas program, 8th grade dinner, and Graduation unless excused by Employer. None of these activities will be scheduled for a Friday night, Saturday, or Sunday.

7.3 Teachers shall be responsible for and have authority over any group of students assigned by the Employer. Teachers shall also have authority to control any student of the school district at any school function on or off the school campus.

7.4 Teachers shall practice the highest professionalism in regards to students, parents, and their colleagues. All information must be held in strictest confidence and used only in consultation pertaining to the child.

7.5 When it is necessary for the Employer to make any duty assignments outside the basic classroom function of instruction as an extra assignment as outlined in 9.1 and 9.1.1, when a vacancy occurs, it shall be first offered to teachers on a voluntary basis. If the Employer is unable to fill said assignment on a volunteer basis, the Employer retains the right to assign said duties by September 30th. These involuntary assignments will be rotated on a fair and equitable basis within the staff.

7.6 To be added to district policy - Student eligibility reports will be submitted to the office on a weekly basis. The administration will notify parents of ineligible students in an extracurricular event.

ARTICLE 8
EVALUATION

8.1 Teacher evaluation shall be in accordance to the approved ISBE evaluation plan. Modification to the current evaluation plan will be made by agreement between the Board and the Association.

8.2 The Superintendent will be the district evaluator and will review the performance of the teachers in any and all aspects of the duties and may provide verbal and written commendation or reprimand in respect to teacher performance.

8.3 Records of adverse written reports shall be kept in the employee's personal file for a maximum of two years.

8.4 No provision of this article will interfere or in any way negate the implementation of Section 5/10-22.4 of the Illinois School Code.

ARTICLE 9
COMPENSATION

9.1 Teachers will be compensated according to the attached salary schedule.

9.1 Extra duty pay for sponsorship:

A. County Contest	\$200 per contest
If host	\$250 per contest
B. Yearbook	\$400
C. 8th Grade Sponsor	\$300
D. Student Council	\$300
E. Accompanist	\$75
F. Librarian	\$100
G. Science Fair	
5 th -8 th grades	\$325
3 rd -4 th grades	\$125
Social Studies	\$50
Math	\$50
English	\$50
H. Beta Club	\$350

9.1.1 Extra Duty Pay for Additional Teaching Assignments (to be divided if there is more than one teacher.)

A. Band Teacher	\$475
B. Chorus Teacher	\$475
C. Wellness Coordinator	\$450
D. Gifted	
3 rd -4 th Grades	\$325
5 th -8 th Grades	\$400
E. Summer Screening (Pre-K)	\$75 for one day

9.2 Job descriptions and guidelines will be drawn up by a committee of teachers and board members to outline responsibilities of coaches and athletic guidelines; minimum and maximum games and practices will be set. This will become school board policy.

9.2.1 The district will provide teachers a stipend equal to substitute pay when the Board or Superintendent requests that teachers attend a Saturday event. This does not apply to positions covered in section 9.1.

9.3 The employer shall pay a full single health insurance plan for the 2008-2009 school year and not to exceed \$5800 during the 2009-2010 school year. In addition, if a minimum participation requirement is not mandated by the insurance company, teachers not utilizing the plan due to coverage under spouses' insurance may opt to receive an amount equal to the cost paid by the district paid in 24 equal installments.

9.3.1 Should the yearly premium for a single coverage be less than the amounts listed in 9.3, the district shall pay each teacher $\frac{1}{2}$ the difference.

9.5 Each teacher will receive a written breakdown of salary, deductions, net pay, years experience, credit hours, accumulated sick days, and extra duty pay on, or before, the day following Labor Day.

9.6 Teachers shall receive increments for college work beyond a Bachelors' or Masters' degree. These courses must lead to the attainment of a degree, certification in education, or enhancement of performance in the classroom.

9.6.1 The employer will contribute a total of \$2000 per year toward tuition reimbursement for pre-approved courses, payable in September of each year for the previous year which runs from September through August. Submission of an official grade report or transcript are required for payment. The sums allotted will be divided among the number of teachers enrolled with a consideration for the number and level of courses taken by each teacher. The administrator, union president, and a certified teacher will decide the amount of reimbursement each teacher will receive. Tuition reimbursement is limited to \$1,500 per individual. The \$2000 limit may be exceeded if all certified teachers request tuition reimbursement during the same year.

9.7 Teachers will be paid in 24 equal installments.

9.8 The Employer shall pay the full amount due to the Illinois Teacher Retirement System and Illinois Teachers Retirement System Health Insurance for all Employees, not to exceed 12.5%.

9.9 Flexible Spending

According to the authority granted under section 125 of the Internal Revenue Code, employees who elect to participate in a Flexible Spending Account may do so by completing the appropriate election form.

The employee agrees to follow all the rules and regulations of the Internal Revenue Code regarding the sheltering of such contributions. The Board of Control shall not be responsible for the failure of the above plan to meet the writing, enforceability, etc. as determined by the Internal Revenue Code. Should any of the above be declared improper by an Internal Revenue ruling or opinion, that clause or portion thereof shall be deleted from this agreement to the extent it violates the ruling or opinion.

In order to meet the above contractual item, the Board of Control will contribute not more than five dollars per month per employee. Any cost above the five dollars per month shall be born by the individual employee.

9.10 Retirement Incentive

Eligibility: Any teacher who has taught in the Prairie du Rocher School District for 15 years or more shall be eligible for a retirement incentive upon his/her retirement from the profession. In order to receive the retirement incentive he/she must: 1) be immediately eligible to retire under the state of Illinois Teacher's Retirement System, 2) submit his/her irrevocable letter of resignation at least 14 months prior to the intended date of retirement. In the event the State of Illinois offers retirement incentives, these deadlines will be waived.

Payment of Incentive: A calculation will be made comparing the teacher's creditable earnings of the immediate previous year with his/her creditable earnings of the final year prior to retirement. If his/her creditable earnings in the final year are less than 106% of the immediately previous year, that portion of the retirement incentive necessary to increase his/her creditable earnings to 106% shall be paid to the teacher as creditable earnings in the final year.

ARTICLE 10
EFFECT OF AGREEMENT

10.1 Complete Understanding

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

10.2 Contractual Amendments

This agreement shall constitute a binding obligation of both the Employer and the Association, and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of these parties in written and signed amendment to this agreement.

10.3 Contract vs. Board Policy

This agreement shall supersede and have precedence over any rules, regulations, or practices of the Employer which shall be contrary to, or inconsistent with, its terms. The Employer shall, in all matters not included in the terms of this agreement, operate/manage the school in a manner consistent with state and federal laws and regulations and with concern for the best education for children. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Employer.

ARTICLE 11
DURATION

11.1 This agreement shall be effective on the first Employee work day of the 2008-2009 school term, or the date on which full agreement was reached subject to final ratification by both parties, whichever shall last occur, and shall continue in effect until 11:59 p.m. on the day preceding the first Employee work day of the 2010-2011 school term.

PRAIRIE DU ROCHER
EDUCATION ASSOCIATION

BOARD OF EDUCATION
PRAIRIE DU ROCHER #134

(President)

(President)

(Date)

(Date)

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APPENDIX A
PARENTAL CONCERN FORM

Date contact made: _____

Person completing form: _____

Name of parent voicing concern: _____

Personnel involved in concern: (all should receive copy)

Briefly describe cause for parental concern, any specific incidents involved, witnesses to incident, and suggested corrections from parents.

Superintendent's Comments:

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