

## **PREAMBLE**

The Board and the Association recognize that the ultimate aim of public schools is to provide the best education possible for children and youth in the District. Attainment of these educational objectives is a joint responsibility of the Board of Education, the administrative and supervisory staff and the professional teaching personnel. Attainment of educational objectives of the District requires mutual understanding and cooperation between the Board, the administration and supervisory staff and the professional teaching personnel. To this end, free and open exchange of views is desirable and necessary with all parties participating in deliberations leading to the resolution of questions regarding the interpretation and implementation of this Agreement.

The Administration shall, because of their education and professional insights, help provide those conditions which enable teachers and other staff members to achieve their professional goals within a framework of improved educational service to pupils. The principals and other supervisory personnel have the responsibility to reasonably assist the teaching staff and other auxiliary services in providing a quality educational program and provide the necessary climate for optimum educational growth for the student.

## **ARTICLE I** **RELATIONSHIPS**

A. The Board of Education of District No. 124, LaSalle County, Peru, Illinois hereinafter referred to as “Board”, having recognized the Peru Educators’ Association, IEA/NEA, hereinafter referred to as the “Association”, as the exclusive and sole negotiating agent for all regularly employed certificated instructional personnel except the following classifications: Superintendent, Assistant Superintendent, Principals, Psychologists, Technology Coordinator and other administrative or supervisory personnel having the authority to hire, transfer, assign, promote, discharge, or discipline other employees or having the responsibility to make recommendations thereon.

B. The term “teacher”, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in paragraph “A” above.

C. The Board agrees not to negotiate with any teacher individually in matters specifically covered by this Agreement.

D. The Association and the Board agree to negotiate in good faith with respect to wages, hours and other terms and conditions of employment in accordance with the Illinois Educational Labor Relations Act.

E. Bargaining sessions between the Board and the Association will be scheduled, after written request of either party. A mutually agreeable meeting date shall be established within thirty (30) days of the date appearing on the written request. Formal negotiations shall

commence no later than the first day of April, preceding the expiration date of the present contract.

F. If an impasse in negotiations occurs, the parties agree to request the Federal Mediation and Conciliations Service to appoint a mediator.

G. The Association agrees not to strike, not to engage in any work stoppages and not to picket in any manner, which would disrupt the operations of any public school in the District during the term of this Agreement.

## **ARTICLE II** **ASSOCIATION AND TEACHER RIGHTS**

A. Teachers shall have the right to join, or assist the Association, and to participate in professional negotiations with the School Board through representatives of their own choosing.

B. Nothing contained herein shall be construed to deny any teacher rights he may have under the School Code of the State of Illinois or under other applicable State or Federal laws and regulations.

C. The Association shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the school including annual financial statement audit and adopted budget. In addition, the Board and the administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information.

D. The Association and its representatives may, upon written request and approval of the Superintendent and Building Principal, use school buildings for meetings and to transact official Association business on school property at all reasonable times provided that such business does not interfere with or interrupt normal school operations. When special custodial services are required, the Board shall charge for this service.

E. The Board shall place on the agenda of each regular Board meeting any matters brought to its attention for its consideration by the Association so long as these matters are made known in writing to the Superintendent forty-eight (48) hours prior to the regular meeting.

F. The President of the Association or his designee shall be given written notice of any regular or special meeting of the Board together with a copy of the agenda or statement of purpose of such meeting at least twenty-four (24) hours prior to the scheduled time of such meeting. One (1) copy of all Board minutes shall be mailed or placed in the mailbox of the President of the Association as soon as they have been prepared. Upon approval, copies of the minutes shall be available in each building for not less than ten days. Prior to Board meetings, the Association President or representative will be given a copy of the agenda, bill list, minutes, periodic financial reports and materials related to teacher committee recommendations which are

distributed to Board members. If the information is not available prior to the Board meeting, a copy shall be made available to an Association member in attendance at the Board meeting. If no Association member is present, a copy of the information will be sent to the Association President.

G. The Association shall be provided with bulletin board space in each teacher workroom and shall have the right to use faculty mailboxes for a reasonable volume of professionally related announcements.

H. The Association shall have the right to use school equipment including, but not limited to computers, duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for all materials and supplies incidental to such use.

I. Neither teachers, administrators nor Board members shall criticize each other in the presence of students.

J. Each teacher shall have the right, upon request to the Superintendent, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Central office administration must be present during review at the location of the file.

K. Except for the lunch period, unassigned time of a teacher shall be devoted to instructional program, conferring with parents, pupils, administration and supervisors, studying and maintaining records, and any other non-instructional duties deemed appropriate by the Board. Nothing herein shall require that there be any unassigned time. (Upon request, the building principal may permit teachers to leave the building during a preparation period.)

L. The Board approves salary deductions for membership dues of the Association, IEA and NEA. Pursuant to annual delivery of a signed authorization, the Board shall deduct one-ninth of such dues from the teacher's check in the months of September through May each school year. The Board agrees to remit to the Treasurer of the Association, no later than fifteen (15) working days after such deductions are made, a sum equal to the total of these monthly deductions accompanied by an alphabetical list of the teachers for whom such deductions have been made. (The Association shall from time to time advise the Board of all members of the Association in good standing and furnish any other information needed by the Board to fulfill the provisions of this arrangement. Any teacher employed after the start of the school term may authorize dues deduction by presenting an authorization card to the Board within thirty (30) working days after date of employment. The combined annual membership dues will be prorated and deducted from the remaining semi-monthly pay checks to complete payment by May.) If a teacher resigns from the employment of the Board prior to termination of the effective period of the signed authorization, the Board shall deduct the unpaid portion of such authorization from the teacher's final paycheck.

Although a teacher may revoke his/her dues deducting authorization at anytime, such revocation does not eliminate any contractual agreement the teacher may have with the I.E.A. or N.E.A.

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, savings bonds, charitable donations or any other approved plan or program.

The Association shall indemnify and save harmless the employer from all claims, demands, suits and costs incurred in connection with any such claim, demand or suit, resulting from any reasonable action taken or omitted by the employer for the purpose of complying with the provisions of this section.

M. The Board shall establish a school calendar and consult with the Association President prior to its adoption. The calendar shall allow for dismissal at 2:30 p.m. or earlier on the day before Thanksgiving, Christmas and Easter vacations.

N. The teacher shall be guaranteed the right to be active politically. Political rights shall include registering and voting, participating in party organization, discussing political issues publicly, campaigning for candidates, contributing to campaigns of candidates, lobbying, organizing political action groups, and running for and serving in public offices. Any such activity shall be conducted on the teachers' time at his expense.

O. The teacher shall not use institutional privileges or facilities to promote political candidates or to further partisan political activities.

P. Within sixty (60) working days of ratification of the contract, the parties shall share the cost of typing and reproducing the contract.

Q. Any charge of misconduct, neglect, or violation made about a teacher which is of such gravity that one might reasonably conclude that it could result in suspension or discharge shall be in writing. The teacher shall have the right to be represented by the Association in any meeting conducted by the Board or the Superintendent with such teacher regarding such charge. Prior to scheduling any such meeting or hearing, the teacher will be given reasonable notice of the nature of the charge and informed of his right to be represented by the Association at such meeting.

R. The Board of Education agrees that it shall not impose or threaten to impose reprisals on professional employees, or to discriminate or threaten to discriminate against tenure professional employees in regard to promotion, assignment, salary increments, termination of contract, tenure contract, tenure of service, or any other term or condition of service by reason of their exercise of their rights provided by this Agreement.

S. Prior to taking final action, the Board shall advise the Association as to any planned changes that would greatly impact upon the District's fiscal affairs including any proposed annexation or consolidation. The Association shall be given an opportunity to make recommendations to the Board with respect to any such matters.

T. Fair Share.

1. Each Bargaining Unit Member, as a condition of his/her employments, on or before thirty (30) days from the date of commencement of duties for the current school year, 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.

2. In the event that the Bargaining Unit Member does not pay his/her fair share fee directly to the Association within the thirty (30) day period described in 1, the date as established by the board shall deduct the fair share fee from the wages of the non-member, in the same manner as deductions are made for Association members.

3. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

4. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with the Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided.

a. 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.

b. 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.

5. 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. It is expressly understood that this safe 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 the Board or the Board's imperfect execution of obligations imposed upon it by the Article.

6. The obligation to pay fair share fee will not apply to any employee who, on the basis of a bonafide religious tenant or teaching of a church or religious body of which such Employee is a member or other sincerely held belief, 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 Employer 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 III**  
**ACADEMIC FREEDOM**

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire a meaningful awareness of and respect for the Constitution and the Bill of Rights of the United States and the Constitution of the State of Illinois, and to instill appreciation of the values of the individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.

B. Freedom of individual expression shall be encouraged and fair procedures shall be developed to safeguard the legitimate interests of the schools.

C. Academic freedom is not an absolute. It must be exercised within the basic ethical responsibilities of the teaching profession. These responsibilities include the requirements that all teachers review the curriculum guides, present all sides of controversial issues on subjects within the curriculum and be subject to periodic supervision and evaluation. Any substantial deviation from the curriculum guides shall be subject to administrative approval.

**ARTICLE IV**  
**TEACHER PROTECTION**

A. The Board provides liability insurance indemnification and protection against suits for its employees in accordance with the School Code Sec. 10-22.3 and Sec. 10-20.20.

B. The Board of Education carries workmen's compensation insurance for the protection of all employees against injuries sustained in the course of duty. An employee, absent because of illness or accident, which is compensable under the Workmen's Compensation Act of the State of Illinois, will receive from the Board the amount equal to the difference between the amount due the employee from the workmen's compensation insurance.

C. Any complaint by a parent of a student directed toward a teacher, related to a student problem, shall be channeled through the Building Principal to the teacher. If the complaint is not resolved by the Building Principal and the teacher in conference and is to be placed in the teacher's file, the teacher will receive prior written notice of the substance of the complaint. Further, prior to insertion of the parent complaint in the teacher's personnel file, the following sequence of conferences shall be employed as needed to seek resolution of the complaint:

1. Parent - Teacher Conference.
2. Parent - Teacher - Principal Conference.
3. Parent - Teacher - Principal - Superintendent or designee.

4. Parent - Teacher - Principal - Superintendent - Board.

Teacher may have an Association representative present at level 3 & 4. Should the parent refuse to attend a parent - teacher conference, the sequence of conferences may continue with the parent absent. If the parent, the teacher or the administration is not satisfied with the results of any conference, the unsatisfied party may request a conference at the next level. The teacher may attach a written statement to any parent complaint to be inserted in the teacher's file.

D. Rules and regulations governing teacher conduct shall be reasonable. Discipline shall be for just cause. Discipline shall mean suspension with or without pay and any written reprimand placed in the teacher's file. Evaluations, the termination of any non-tenured teacher, and any notices to remedy issued by the Board under the provisions of Section 24-12 of the Illinois School Code are not considered discipline. Discipline shall be progressive and in relation to the severity of the misconduct.

1. A teacher may be suspended without pay pending a dismissal hearing pursuant to the provisions of the school Code.

2. Prior to any suspension without pay under this subsection 2, the teacher shall receive written notice of the reasons for the proposed suspension and an opportunity to be heard on the matter by the Board. This notice shall be given at least five (5) working days prior to the Hearing. At the Hearing, the teacher shall have the right to representation, the right to present evidence on his/her behalf and the right to cross examine witnesses. Subsequent to the Hearing, the Board shall determine whether there is just cause to suspend the teacher without pay for some period not to exceed five (5) days.

3. A teacher may be suspended by the Superintendent or Board with pay and benefits pending the investigation of any alleged misconduct when the Superintendent/Board deems it in the best interests of the District to do so.

4. When a teacher is required to attend any meeting with the Administration or Board that may result in discipline, the teacher shall have the right to request Association representation.

**ARTICLE V**  
**PROFESSIONAL QUALIFICATIONS**

A. The authority to employ teachers has been granted the Board of Education under Sections' 10-21.1 and 10-20.7 of the School Code.

B. An employee shall be given written notice of his/her assignment for the forthcoming year no later than the last day of the current school term. In the event changes in the employee's assignments are proposed, the employee affected shall be notified promptly and consulted. If an emergency results in an assignment change after August 1, the Association and the employee shall be notified and if the employee wishes to decline the assignment, he/she shall be allowed a one (1) year leave of absence.

C. Teachers shall be assigned to teach within the limits of their teaching certificate.

**ARTICLE VI**  
**TEACHERS' HOURS AND ASSIGNMENTS**

A. All teachers will begin the teaching day by being on duty at least fifteen (15) minutes before class begins in their particular building. The length of the regular teacher workday and the workday for grades 6-8 for 2008-09 shall remain unchanged from 2007-08. Commencing with the 2009-10 school term, the length of the regular teacher workday shall not exceed 6 hours and 55 minutes for grades PreK-4, and shall not exceed 7 hours and 20 minutes for grades 5-8. Teachers in grades PreK-4 shall have a lunch period of not less than 40 minutes, and teachers in grades 5-8 shall have a lunch period of not less than 30 minutes.

Teachers shall remain on duty a minimum of fifteen (15) minutes beyond regular dismissal time for afternoon classes. These 15 minutes are included within the regular workday hours stated above. During those periods teachers shall prepare assignments, conduct conferences, attend staff meetings or be involved in other professional responsibilities.

If, for special reason, a teacher must leave the building earlier, the principal's office may grant such permission. On Fridays or before school holidays teachers need not remain the full fifteen minutes.

For purposes of collaborative planning and discussion regarding the needs of students with Individualized Education Plans (IEPs) or Student Assistant Team (SAT) referrals, the appropriate special education teacher(s) and the appropriate regular education teacher(s) may arrange to combine the 15 minutes before class with the 15 minutes after regular dismissal into one 30 minute block of time. This 30 minute block of time may then, at the option of the concerned teachers, be utilized either before classes begin or after regular dismissal time for collaborative planning/discussion, provided that the concerned teachers are not otherwise scheduled for a supervisory assignment or required to attend a scheduled staff meeting. The building Principal must be advised in advance of those days when the concerned teachers schedule the 30 minute time block hereunder.

B. Reasonable effort will be made to schedule IEP and SAT meetings during the regular duty day.

C. In the case of an emergency when a substitute teacher is not available, a regular teacher may accept a class or a portion of any class other than his own home room which requires him to forfeit his preparation period shall be compensated at the rate listed under Extra Pay for Extra Work Schedule as listed in the contract for each period accepted.

During rehearsals for Christmas or special music programs, administration will direct special area teachers to supervise the classes they are assigned to in accordance with the specials schedules.

D. Teachers shall attend the initial open house, and all faculty meetings. The Principal may grant an excused absence. Teachers will be encouraged to attend P.T.C. meetings and other school activities in which their homeroom students are directly involved.

E. Any request for supplemental pay shall be directed to the building principals who will review such request and then forward them to the Superintendent.

F. The Board shall grant supplementary increments in keeping with the index multiplier presented in Appendix B.

G. In the event a teacher is docked or must reimburse the District for a day's work, the divisor shall be 185.

H. A special education teacher may be granted up to three (3) days of release time for regular classroom duties for the purpose of developing IEPs conducting parent meetings or staffings.

## **ARTICLE VII**

### **TEACHING CONDITIONS AND STAFF FACILITIES**

A. A teacher room which is furnished and cleaned daily shall be provided in each building.

B. A professional library is maintained at each District facility. An updated inventory of materials will be maintained.

C. A teacher shall not be required to search for bombs in case of bomb threats.

D. The Board does make available for each building duplicating facilities to assist teachers in the preparation of their presentations and examinations.

E. The Board agrees to make an earnest effort to keep class size at the lowest reasonable number as dictated by the financial conditions of the District, the building facilities available, the availability of qualified teachers, and the best interests of the District as deemed administratively feasible.

F. Each instructional staff member shall be given the opportunity to submit requisitions for instructional materials and supplies for the following school term. Within two weeks prior to the opening of school, teachers shall be informed as to the disposition of their request for requisitions for the coming school year.

G. Faculty meetings shall normally not exceed 45 minutes beyond the teacher work day and there shall normally be no more than one general building faculty meeting per month except in emergency situations.

**ARTICLE VIII**  
**REDUCTION IN PERSONNEL**

A. Before the Board makes any reduction in personnel, it shall first confer with the Association regarding such reductions.

B. Removal or dismissal of teachers in contractual continued service shall be in compliance with Section 24-12 of the School Code, and in conformance with this Article.

C. Reduction of tenured personnel shall be in the order of ascending tenure with District 124. If prior teaching experience in the District is equal, the horizontal position shall determine removal. (Those with fewer approved hours shall be removed first, on that particular step.)

When length of service and horizontal placement are the same, the final decision, which is not subject to the grievance procedure, shall be determined by the Board. Teachers shall not teach outside of the limits of their teaching certificate.

**ARTICLE IX**  
**ASSIGNMENTS, VACANCIES, AND TRANSFERS**

A. Teachers shall be required to teach in any part of the School District or in any department for which they are qualified.

Teachers shall perform all duties that are considered characteristic to the position that they hold and shall be subject to assignment to the various miscellaneous duties necessary to maintain proper order and safety about the building and grounds during the teaching day. In the event an assignment is not acceptable to the teacher he shall notify the principal and if satisfactory adjustments cannot be made, the teacher shall be allowed a one-year leave of absence. A teacher on such a one-year leave may maintain insurance coverage during the leave through the District at his/her own expense. He/she may apply for any vacancy that may arise during the leave.

B. An employee shall be given written notice of his/her assignment for the forthcoming year no later than the last day of the current school term. In the event changes in the employee's assignments are proposed, the employee affected shall be notified promptly and consulted. If an emergency results in an assignment change after August 1, the Association and the employee shall be notified and if the employee wishes to decline the assignment, he/she shall be allowed a one (1) year leave of absence.

C. A vacancy occurs whenever a newly created bargaining unit or administrative position exists and must be filled. A vacancy occurs when a current teacher is reassigned, resigns, or otherwise leaves the District and the employee is to be replaced.

D. Whenever a vacancy occurs during the regular school year, the Superintendent or designee shall promptly post a vacancy notice in all school buildings, in the office, and give a copy to the Association President.

E. Whenever a vacancy occurs during the summer months when the regular school year is not in session, the following procedures shall be followed:

1. Employees with a specific interest in possible vacancies shall notify in writing the Superintendent identifying the vacancies in which they may be interested. The employee shall provide the office with self-addressed envelopes.

2. When a vacancy occurs, employees who have expressed an interest in said position(s) shall be notified of the vacancy by the Superintendent.

3. Employees so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position within five (5) days of the mailing of such notice.

F. In filling such vacancies, the Board agrees to grant all interested district employees an interview and give due weight to the educational background, personal qualifications, and professional attainments of all applicants. Except in cases of emergency, no vacancy shall be filled until it has been posted for at least five (5) business days.

G. By March 1st of each year, employees may request transfers in assignment for the following school year. All requests for transfers must be in writing and must be submitted to the building principal no later than March 1st. The administration shall endeavor to meet any such requests, however, no grievance for denial of such requests shall be permitted.

H. When it is necessary to involuntarily transfer or reassign an employee in a school, to the extent possible, the employer shall first consider volunteers. The employer reserves the right to involuntarily transfer an employee when no qualified volunteer is acceptable. In the event an involuntary transfer is not acceptable to an employee, he/she shall notify the principal and if satisfactory adjustments cannot be made, the teacher shall be allowed a one (1) year leave of absence.

I. Teachers may resign extra-curricular assignments not itemized in I, for the coming school year provided they notify the Superintendent in writing no later than March 1, volleyball, track, and scholastic bowl April 15, of the previous school year and provided further that the District is able to employ a suitable replacement. The employer shall make a reasonable effort to fill vacancies by first posting available positions and failing to fill such positions from within the faculty or staff by publishing such openings as appropriate. Except in situations in which the resigning employee is the sole qualified employee, no employee shall be assigned to more than one additional year of extra-curricular assignment. Teachers wishing to change their extra-curricular assignments for the coming school year shall submit such request by March 1, volleyball, track and scholastic bowl April 15, of the previous year. If the Board decides to change any extra-curricular assignment from one employee to another, it shall notify the

employee who currently holds the position by April 15<sup>th</sup> of the previous year. Teachers in the District shall by November 1 notify their appropriate administrator in writing if they desire any extracurricular position (s) for the next school year. They are to state the position(s) they desire and their qualifications. If any position they request is held by a person who is not a member of the bargaining unit, the position will be vacated for the next school year. The teacher will have the opportunity to apply for the position(s) so vacated based upon qualifications including training, competence, and experience.

J. Game supervisors, timekeepers, (for all athletic events) and scorekeepers, will be scheduled using the following procedures:

1. No later than the end of the first full week of the school year, the Athletic Director will distribute a sign up sheet into the mailboxes of certified personnel to allow interested certified personnel to sign up for all athletic related positions. Teachers who sign up for game related positions such as track timers will be notified of the dates and times of available work as soon as reasonably possible by notices placed in their mail boxes. Every effort will be made to divide assigned positions evenly among certified staff so assigned.

2. No later than the end of the first full week of the school year, a written memo will be distributed by each building principal to allow certified personnel to sign up for detention hall supervision and Project Success supervisors. This will be on a building by building basis.

K. Positions in the summer program shall, to the extent feasible, be filled by regularly employed personnel in District 124. In filling such positions, consideration shall be given to a candidate's qualifications, including training, competence, present teaching assignment, grade level and subject area. These positions will be posted by April 15th. Teachers must apply in writing by May 1st to the summer school principal. No teacher will hold a summer school position for more than two (2) consecutive years unless there are no other applicants for the position whose qualifications for the position are substantially equal.

L. Those full-time teachers who volunteer or who are assigned lunchroom duty shall be paid per hour for days worked in accordance with the Extra Pay for Extra Work Schedule. Teachers who are involuntarily assigned to lunchroom duty shall be assigned on a rotational basis, turns not to exceed one (1) year.

M. Any teacher assigned to detention hall or Project Success shall be compensated pursuant to the Extra Pay for Extra Work Schedule. The detention hall and project success shall be held at a time other than regular school hours.

**ARTICLE X**  
**TEACHER EVALUATION**

A. The parties agree that the primary objective of teacher evaluation is to improve the quality of instruction. The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of all teachers.

B. The Principal, and/or Superintendent shall be responsible for the evaluation of all teachers assigned to his building or program.

C. No evaluation, formal or informal, shall take place until the building principal or immediate supervisor shall acquaint each teacher under his supervision with the teacher evaluation procedures, standards, and instruments and advise each teacher as to who will observe and evaluate his performance. Those teachers not assigned to one particular building shall also be informed as to who will observe and evaluate their performance.

D. Probationary teachers shall be evaluated at least two (2) times each probationary year and tenured teachers at a minimum of once every two years. There shall be a minimum 5 working days from the post evaluation conference until the next evaluation for both tenure and non tenure teachers unless otherwise agreed to by the teacher involved or if a teacher is under a remediation plan.

E. The teacher shall be subject to reevaluation during the teacher work day or time of paid employment. Formal evaluations shall be reduced to writing and shall be discussed with the teacher within ten (10) working days.

Each formal classroom evaluation shall be a minimum of thirty (30) consecutive minutes and will be preceded by at least 24 hour notification.

Teachers shall be given a copy of the evaluation at the meeting. A copy, signed by the teacher and the person making the evaluation, shall be placed in the personnel file of the teacher. The teacher must immediately sign and return the signed copy of the evaluation to the administration at the evaluation meeting. Signing the evaluation shall indicate receipt, not agreement with the contents of the evaluation. If the teacher disagrees with the evaluation, his written response to the evaluation must be submitted within 10 working days of its receipt.

F. The building principal or immediate supervisor shall provide the teacher with definite, positive assistance to improve the quality of teaching and to eliminate difficulties noted in the evaluation.

G. Each teacher's personnel file shall contain the following minimum items of information:

1. Required medical information
2. All teacher evaluation reports

3. An up-to-date transcript

4. Any other information which could be used as a basis for discipline, re-employment, assignment, termination, transfer, or determining salary of a teacher.

H. Materials related to discipline or re-employment may not be placed in the teacher's personnel file without first giving the teacher a copy and an opportunity to place a written response to this material in his file.

I. The District has developed a teacher evaluation plan for all teachers in contractual continued service as required by Article 24A of the School Code. Teachers in contractual continued service who receive an overall rating of unsatisfactory are subject to a remediation plan. The parties agree that the provisions of the District's evaluation plan shall not be changed without negotiations.

J. In the event that a consulting teacher is appointed by the administration to assist in the remediation of a fellow teacher, the following guidelines shall apply:

1. At any time prior to the remediation period, the consulting teacher may refuse the assignment. It is the responsibility of the consulting teacher to submit a letter rejecting the assignment.

2. After consultation, suggestions, and direction from the administration, the consulting teacher and administration will endeavor to work cooperatively to determine the procedures, methods, and organization used by the consulting teacher in the remediation process.

3. Evaluations of the remediating teacher shall be the sole responsibility of the administration. Such evaluations shall be handled professionally, with strict regard for confidentiality. It is the intent of these evaluations to establish a positive setting for the improvement of the remediating teacher and to evaluate the progress of the teacher's remediation.

4. As required by law, the Board shall provide full legal assistance and completely hold harmless any teacher who has become involved as a defendant in any type of adjudication because the teacher has been a consulting teacher. Further, the Board agrees to fully indemnify any such teacher for any legal costs, assessments, or damages to the extent permitted by law.

5. A consulting teacher shall not be required to work beyond normal school hours concerning the remediating process, with the exception of occasional administrative consultations.

6. This consulting teacher shall abide by the evaluation procedures of the District and unless required by law or valid rule or regulation of some State Agency the District shall not compensate such a consulting teacher. If compensation is lawfully mandated, it shall not exceed an hourly rate based upon the average annual salary paid to teachers in the District or

such other sum as the District is reasonably required to pay in order to obtain a consulting teacher.

7. If, in the opinion of the principal parties (Administration, Remediating Teacher, Consulting Teacher, and Association), the work of a consulting teacher is ineffective or obstructing a remediating teacher from correcting his/her deficiencies or meeting the requirements of any remediation plan, the principal parties shall meet and attempt to resolve any dispute or differences which may exist. Every effort shall be made by the parties to amicably settle differences and to maintain the continuity of the remediation plan. If the parties are unable to resolve their differences, the consulting teacher may request replacement. The replacement of a consulting teacher shall and must have the approval of the administration.

K. In the event of any conflict between the evaluation procedures set forth herein and those set forth in the District's evaluation plan, the procedures of the plan shall control.

L. By July 1, 2010, the parties agree to review and update the Teacher Evaluation Plan in accordance with applicable laws.

## **ARTICLE XI**

### **LEAVE AND EMERGENCY ABSENCE**

A. Sick Leave: Each full-time teacher shall be credited with a sick-leave reserve of 13 days of full pay for each year, 18 days per 11-20 years, and 24 days per 21 plus years of eligible service in District 124. Sick leave may accumulate to an unlimited number of days. Sick leave shall not be debited for paid holidays or vacation.

B. Extended Sick Leave: When a tenure employee is absent because of illness or accident beyond the number of days of his accumulated regular sick leave and any leave from the sick leave bank, he shall be allowed one-half regular daily pay for twice the number of days of accumulated regular sick leave. Non-tenure employees will have the same allowance for 30 days. No teacher shall be allowed to use extended sick leave until they have been absent three (3) consecutive work days (at no pay) subsequent to the use of all available paid leave. This excludes serious illness or injury diagnosed by a physician.

C. Bereavement Leave: Three days of bereavement leave shall be granted for each case where death has occurred in the "immediate family" (as defined in School Code, sec 24-6). The immediate family for purposes of this section shall include: parents, spouses, brothers, sisters, children, grandparents, great-grandparents, grandchildren, great-grandchildren, legal guardian, in-laws, step-family, and those similarly related. This leave may be combined with five (5) days available sick leave for a total of eight (8) days of leave per death. One day of bereavement leave shall be granted in the event of the death of an aunt, uncle, niece, or nephew. This leave will not accumulate nor will it affect sick leave benefits. Absence for attending a funeral other than for the "family" listed above shall result in the loss of a sick day.

D. Sick Leave Bank: When a teacher is unable to work due to a catastrophic illness or injury and has exhausted all available paid leave to which he/she is entitled other than extended sick leave, that teacher may apply for additional paid sick leave days from the sick leave bank. The teacher may receive additional leave from the bank up to the number of work days remaining in the school term during which his/her available paid leave is exhausted. Teachers are allowed to draw from the bank only for one continuous illness or injury and only after they have exhausted all other available paid leave and have been absent without wages for three (3) more consecutive days. The sick leave bank from which days may be withdrawn shall be created by the Teachers' Association in consultation with the Superintendent. Teachers may contribute up to three (3) of their unused accumulated sick leave days to the bank by written authorization to the Superintendent. The Association President shall be responsible for obtaining from time to time such written authorizations signed by the contributing teachers. Any day contributed to the bank by a teacher shall be removed from the contributing teacher's accumulated leave and maintained in the bank. The Association President, on behalf of the Association, shall designate from time to time in writing to the Superintendent how many days from the bank are to be provided to an eligible requesting teacher.

D.1. Personal Leave: The Board shall grant (two (2) days) personal leave without loss of pay. No reason for such leave need be given. Personal leave shall not be granted for the day immediately preceding or the day following a school vacation or holiday or during the first five teacher employment days of the year, the last five (5) employment days of the year, or on any School Improvement or Teacher Institute days unless the Superintendent gives his or her prior approval, provided this restriction shall not apply to recognized religious holidays. Requests for personal leave are to be submitted to the Superintendent with at least five (5) days notice or as much advance notice as is reasonably possible under the circumstances.

D.2. Unused personal leave shall be accumulative to six (6), days, provided, however, that no day or days of accumulated personal leave may, without the prior approval of the Superintendent, be used on Monday or Friday, on a day immediately preceding or following a holiday, during the months of May and June or in conjunction with (workday before or workday after) the use of the one (1) annual day of personal leave. Teachers must use their two days of annual personal leave before drawing on any accumulated personal leave. After the sixth day, unused accumulated personal leave days will be changed to sick leave days effective at the end of school term.

E. Association Leaves: In the event that the Association desires to send representatives not to exceed two at any one time, to local, state, or national conferences or business meetings, representatives shall be excused without loss of salary providing the Association reimburses the District for the cost of the substitute(s) for any aggregate number of days not exceeding (4) in any school term used for such purposes and, further providing, the frequency of excused leaves does not impair the quality of classroom instruction and that a written request for leave has been submitted to the Superintendent.

F. Professional Business Leaves: Granted at full salary for reasons deemed beneficial to the School District. (1) attend conferences, (2) engage in workshops, (3) participate in educational activities, or (4) visit other schools. Granting of this leave affects no other leave.

This leave shall be subject to approval by the Superintendent. Mileage will be reimbursed at the current IRS rate. The limit for meal reimbursement shall be \$10.00 for breakfast, \$15.00 for lunch, and \$25.00 for dinner. Itemized receipts are required and reimbursement for alcoholic beverages will not be allowed.

G. Sabbatical Leave: The Board may approve a sabbatical leave for professional advancement or education travel. Provisions for sabbatical leave shall be in accordance with present or with future provisions of the Illinois School Code. (24-6.1)

H. Maternity Leave: An employee unable to work due to disability caused or contributed to by pregnancy, childbirth, or related medical conditions may utilize available sick leave for such absences. Said employee, however, may, in writing, request a long-term parental leave of absence without pay for a period of up to eighteen (18) months. A long-term parental leave of absence may begin when the pregnant employee desires, but not later than when she is unable to perform her duties satisfactorily. A long-term parental leave is without pay or benefits provided, however, that the employee shall continue to receive District health insurance benefits for a period of three months (90 days) from the commencement of the leave after which the employee may continue participation in the District's health insurance plan provided the employee pays the full cost of such participation. The return date shall be as agreed upon by the teacher and Superintendent.

Employees may request a long-term parental leave of absence without pay to rear their children, natural or adopted, up to 2 years of age. The Board may grant long-term Parental/maternity leaves of absence for a period of time not to exceed 18 consecutive calendar months to non-tenured employees. The Board shall grant long-term Parental/maternity leaves of absence for a period of time not to exceed 18 consecutive calendar months to tenured employees. The employee on long-term parental leave must give the Superintendent written notice of intent to return to work not less than 45 days prior to the return date.

As an alternative to a long term parental leave of absence, an employee who is an "eligible employee" as defined in the Family and Medical Leave Act of 1993, is entitled to elect to take up to 12 workweeks of parental leave because of the birth of a son or daughter or because of the placement of a son or daughter with the employee for adoption. An employee shall provide at least 30 days advance notice of intention to take this leave except that if the date of birth or placement requires the leave to begin in less than 30 days, the employee shall provide such notice as is practicable. This parental leave must be taken within the 12-month period beginning on the date of birth or placement for adoption. This parental leave shall not be taken intermittently without the written consent of the Superintendent. Any paid sick leave used by an employee due to disability caused or contributed to by pregnancy, childbirth or related medical conditions shall constitute part of the 12-week parental leave provided for herein, provided, however, that an employee may choose to retain up to ten (10) available sick leave days. This parental leave shall be without pay and no benefits shall accrue during the period of leave. However, an employee shall not lose any benefits accrued prior to the date on which the leave began and during the period of this leave. The District shall maintain the employee's coverage under any applicable group health plan for the duration of the leave at the level and under the conditions of coverage that would have been provided if the employee had continued to work during the period of leave. Pursuant to the provisions of the

Family and Medical Leave Act of 1993, the District reserves the right to recover any insurance premiums paid for maintaining health coverage during the leave period should the employee fail to return to work at the expiration of the leave period, except if the failure to return to work is because of the continuation, recurrence or onset of a serious health condition or for other conditions beyond the control of the employee. When an employee returns from a leave, the administration will give first consideration to returning the employee to the same position he/she held prior to the leave. However, the administration may assign him/her to a different, similar available position if deemed to be in the best interest of the School District. If a husband and wife are both eligible employees, they are limited to a combined total of 12 workweeks of leave hereunder.

I. Military Leave: Any full-time employee of the Peru Public Schools who is drafted into the armed forces of the United States will be granted a leave of absence without pay and will be guaranteed a position at the salary which he was receiving when he entered the service, plus increments to which he would have been entitled had he not entered the service.

J. Legal Absence: A leave of absence shall be granted to any District teacher that has been summoned for jury duty, or subpoenaed to appear before legal review panels as witnesses. There shall be no loss in salary because of jury duty or court appearance except that the Board may make a deduction equal to the amount received for jury duty or court appearance. No teacher shall receive legal leave if he/she is requesting leave where he/she is a plaintiff.

K. Emergency Absence: Teachers are entitled to two (2) days emergency leave to be used only for attending a funeral or absence from work because of inclement weather when roadways are impassable. Use of this leave will result in docking of pay in an amount equal to the current pay for a substitute teacher when a substitute is hired. If a substitute is not hired, use of this leave will be deducted from available sick leave.

L. Misuse of leave shall result in docking of pay on a pro-rated basis.

## **ARTICLE XII** **JOINT COMMITTEES**

A. The Board shall, when it deems necessary, establish such committees as required to study and make recommendation on areas of educational concern to the School District. Any committee meetings beyond an aggregate total of five (5) held throughout the school year outside of the normal work day shall be compensated pursuant to the Extra Duty Compensation Schedule. Committees include the following: assessment, curriculum, curriculum mapping, discipline/policy, student handbook, RtI, school improvement, teacher evaluation, textbook selection, and technology. This list may be expanded during the life of the contract by mutual agreement of the Board and the Association.

B. Labor Management Committee: A labor management committee consisting of Association representatives and the Superintendent and his/her designees shall meet once a semester at the call of either party.

**ARTICLE XIII**  
**EFFECT OF AGREEMENT**

A. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and that no additional negotiations on this on this Agreement will be conducted on any item, whether contained herein or not, except by mutual consent.

B. The terms and conditions of this Agreement shall apply to all teachers as defined in Section B, Article I of this Agreement.

C. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law.

D. This Agreement and subsequent changes shall be incorporated into the Board policies of School District No. 124 and shall be a part of the said policies during the duration of this Agreement.

**ARTICLE XIV**  
**GRIEVANCE PROCEDURE**

A. A grievance shall mean a complaint that there has been an alleged violation of the expressed terms and provisions of this Agreement which may hereinafter occur.

All time limits consist of teacher workdays, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays in order that the matters may be resolved before the close of the school term or as soon as possible thereafter.

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

1. First step: The Association shall present the grievance in writing to the building principal involved within thirty (30) days from the occurrence of the event giving rise to the grievance or within thirty (30) days of the date upon which the teacher becomes aware of the occurrence of the event giving rise to the grievance, but in no case may a grievance be filed more than one year from the date of the occurrence of the event giving rise to the grievance. The building principal will arrange a meeting to take place within five (5) days after receipt of the grievance. The Association, the aggrieved teacher if he/she chooses to attend, and the immediately involved building principal shall be present for the meeting. The building principal

shall provide a written answer of the grievance to the Association within five (5) days after the meeting. This answer shall include the reasons for the decision.

2. Second Step: If the grievance is not resolved at step 1, then the Association shall refer the grievance to the Superintendent or his official designee within six (6) days after receipt of the step 1 answer or within (12) days after the step no. 1 meeting, which ever is the later. The Superintendent shall arrange for a meeting with the teacher with a grievance if he or she chooses to attend, IEA and or, Association President and the building principal to take place within ten (10) days of his receipt of the appeal. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have ten (10) days in which to provide this written decision with the reasons to the Association.

3. Third Step: If the grievance is not resolved at step 2 within the time limits provided, the grievance shall be heard by the Board, provided the Association refers the grievance to the Board within 30 days of the receipt of the step 2 decision. The president of the Board shall arrange for a meeting to take place with the teacher with a grievance if he/she chooses to attend, IEA and/or Association President, and the building principal within ten (10) days of his receipt of the appeal. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop pertinent facts to the grievance. Upon conclusion of the hearing, the President of the Board shall have ten (10) days in which to provide a written decision with reason to the Association.

4. Fourth Step: If the grievance is not resolved at step 3 within the time limits provided, the grievance shall proceed to a fourth step of impartial, binding arbitration. The Association shall have (30) days to submit, in writing, a request to enter into such arbitration or the grievance shall be deemed withdrawn.

Expenses for the Arbitrator's services shall be born equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and bearing the cost of any transcripts they request.

The Arbitrator, in his/her decision, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School Board and the Association and his decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

C. All grievances shall be written and shall:

1. Be signed by the Association.
2. Be specific.
3. Contain a synopsis of the facts, giving rise to the alleged violation.

4. Cite the article, section, and page number of the Contract of the alleged violation.
5. Contain the date of the alleged violation.
6. Specify the relief requested.
7. Be filed separately so that all documents dealing with the proceedings are not a part of the personnel file.
8. A grievance may be withdrawn at any level.

D. If the grievance is not filed substantially in accordance with the specified requirements, the Board reserves the right to reject the grievance. Such rejection shall not extend the time limitations hereinafter set forth.

## **ARTICLE XV**

### **PUPIL DISCIPLINE**

Teachers and other certified educational employees shall maintain discipline in the schools. In all matters relating to the discipline in and conduct of the schools and the school children, they stand in the relation of parents and guardians to the pupils. This relationship shall extend to all activities connected with the school program and may be exercised at any time for the safety and supervision of the pupils in the absence of their parents or guardians.

#### **Teacher's Responsibility**

A. To enforce the policies of the school in maintaining pupil discipline by instructing pupils as to their responsibilities and privileges in the classroom, on the school grounds, and on the way to and from school.

B. To carry out these responsibilities the teacher may:

1. Conference with the student and attempt to work out the problem.
2. Deny certain privileges of the student.
3. Remove student from the classroom only when the best interest of the class can be served.
4. Confer with the social worker/counselor concerning the student's behavior.
5. Arrange for a conference with child's parent.

6. Send or bring the child to the building principal for appropriate action.
7. Make a written referral of the problem to the building principal if so requested.
8. Make a written referral of the problem to the School Psychologist if service is requested.

**ARTICLE XVI**  
**PROFESSIONAL COMPENSATION AND RELATED PROVISIONS**

A. Salary Schedule: The salary schedule allows for a horizontal movement in blocks of eight (8) credit hours for a Bachelor's Degree and blocks of twelve (12) credit hours for a Master's Degree.

1. Each teacher must take pre-approved hours from an accredited institution to be advanced on the schedule. Any hours in the teacher's major area(s) must be graduate hours for salary schedule advancement.

2. Teachers shall be allowed a one time tuition and required fees reimbursement of \$150.00 per hour or 50 percent of the tuition and required fee(s) measured by the tuition and fees of ISU cost, whichever is more for college courses taken for professional advancement. Before receiving tuition reimbursement for professional advancement, a teacher with a Bachelors degree must provide proof of acceptance into a recognized advanced degree program or the courses must be part of the Teacher's approved plan for certification renewal or otherwise approved in advance by the Superintendent or designee. Teachers with a Masters must take courses in a recognized program to which they are admitted, leading to an advanced degree or second masters or the courses must be part of the Teacher's approved plan for certification renewal or otherwise approved in advance by the Superintendent or designee to be entitled to tuition reimbursement. A maximum of 36 graduate hours beyond the Bachelors and 36 graduate hours beyond the Masters shall be allowed each teacher for reimbursement when the teacher is in a recognized advance degree program. Otherwise, tuition and fee reimbursement shall be limited to no more than 12 hours in each contract year and no more than 24 hours in each five year period commencing with the effective date of this Agreement. There shall be no tuition reimbursement for hours earned while a teacher is on a sabbatical leave. For tuition and fee reimbursement and salary schedule credit all courses must be pre-approved in writing by the Superintendent or designee. To receive credit on the salary schedule, the teacher must report and verify hours earned by September 1st each year.

3. Having reached the final step in a particular lane, teachers will continue to receive that salary until such time as their position improves through horizontal movement.

4. The salary schedules for the 2008-09, 2009-10, 2010-11, and 2011-12 contract years are set forth in Appendix A of this Agreement. Teachers shall be paid in 26 payments, except in certain years when 27 payments will occur. The Board shall pick up and

pay to the Illinois Teacher's Retirement System (TRS) 2 percent of the appropriate amounts shown on the salary schedule for the 2008-2009 contract year, 4 percent for the 2009-2010 contract year, 7 percent for the 2010-2011 contract year, and the full amount for the 2011-2012 contract year. The Board's payment of the TRS as provided above shall be in addition to the salary amounts shown on the salary schedules.

5. Teachers who are honorably dismissed or who lawfully resign from employment effective at the end of any school term will receive all earned salary within three (3) business days from the end of the school term or they may elect in writing to continue to receive all earned salary in accord with the District's regular schedule of salary payments. The same option will also be available to those teachers granted leave during the school year.

B. Life Insurance: The Board agrees to cover each teacher on contractual service with Term Life Insurance in the amount of \$25,000.

C. Health/Dental Insurance: The Board agrees to contribute a total sum each year to defer the cost of insurance premiums. During the 2008-2009 school year the total sum shall be the 2007-2008 contribution plus the single coverage increase, if any, and one-half (50 percent) of the family premium increase, if any, to be measured by the premium cost for 2008-2009 less the premium cost for 2007-2008, for the same number of teachers. During the 2009-2010 school year, the total sum shall be the 2008-2009 contribution plus the single coverage increase, if any, and one-half (50 percent) of the family premium increase, if any, to be measured by the premium cost for 2009-2010 less the premium cost for 2008-2009, for the same number of teachers. During the 2010-2011 school year, the total sum shall be the 2009-2010 contribution plus the single coverage increase, if any, and one-half (50 percent) of the family premium increase, if any, to be measured by the premium cost for 2010-2011 less the premium cost for 2009-2010, for the same number of teachers. During the 2011-2012 school year, the total sum shall be the 2010-2011 contribution plus the single coverage increase, if any, and one-half (50 percent) of the family premium increase, if any, to be measured by the premium cost for 2011-2012 less the premium cost for 2010-2011, for the same number of teachers.

This total sum shall be distributed as follows: (1) Each participant shall receive up to the full cost of single coverage. The total cost for all participants taking single shall be subtracted from the Board's contribution each year and any sum paid out under Section "F" below shall also be subtracted. (2) The remaining balance, if any, shall be divided equally among those employees electing dependent coverage.

Prior to August 31<sup>st</sup> each year, the teacher must elect either single or dependent coverage or no coverage. No change will be made during the year unless there is a family death or divorce or legal separation that makes a change necessary. Teachers electing to change coverage during the year must pay the additional premium rate themselves. The Board agrees that it will not change the current hospitalization insurance plan without prior consultation with the Association.

1. Teachers on maternity leave shall be covered for a period to extend 90 days beyond delivery. After such time the teacher has the option of continuing coverage for one year, but their own expense.

2. Employees on leave (mandatory or discretionary) shall have the option of being included in the group plan at their expense to the extent permitted by and under the terms of the District's policy as it exists from time to time.

An insurance committee consisting of three representatives designated by the Association, up to three representatives designated by the Board, one representative designated by the custodial union, and one representative from the support staff shall meet each year to review all pertinent matters related to the health insurance plan. The committee shall make such recommendations to the parties as it finds appropriate.

D. In the case of a teacher who resigns his position or is honorably dismissed at the end of the school year, the Board will continue the life and medical insurance coverage through June 30th of that year and at that point, the teacher may continue medical insurance coverage at his own expense for a period not to exceed ninety (90) days or such longer period as is required by law.

E. Up to fourteen (14) teachers may elect no health insurance benefits and receive \$1,000 per contract year. If more than fourteen (14) apply, participation will be based on seniority provided however that those teachers who elected no health insurance in the 2007-2008 school year shall be grandfathered and not removed without their consent. If one or more teachers elect this option, then, to the extent that TRS requires those teachers not electing the option to pay TRS contributions on \$1,000, the Board will pay on behalf of those teachers to TRS the required \$94.00 contribution.

F. Teachers retiring before their 65th birthday with at least 10 years of service in the District shall have the option of being included in the District's group hospitalization plan at their expense. This option cannot extend past their 65th birthday and shall be subject to approval of the insurance company, provided, however, that retiring teachers shall have such other rights to continue participation as provided by law.

G. A teacher with at least 15 years of full time service to the District who is eligible to receive a Teachers' Retirement System annuity and who does not utilize the TRS Early Retirement Option (ERO) may, during the life of this agreement, elect to retire at the end of either the 2008-09, 2009-10, 2010-11, 2011-12, 2012-13, 2013-14 or the 2014-15 school term and receive from the Board of Education an additional salary increase for his/her last one, two or three school terms of employment. To be eligible for this salary increase, the teacher must submit to the Superintendent an irrevocable written letter of retirement by March 1 of the year prior to the final year before retirement for a one year notice, or by March 1 of the year two years prior to the final year before retirement for a two year notice or by March 1 of the year three years prior to the final year before retirement for a three year notice. For teachers who decide to retire under these provisions immediately after the current contract agreement is ratified, the irrevocable written letter of retirement must be received by September 15, 2008. This letter must include a statement that the teacher will not elect the TRS ERO option. The salary increase(s) shall be in an amount such that the Teacher's "salary scheduled compensation" is increased by six (6) percent over the Teacher's prior year's salary scheduled compensation provided, however, that the increase to the Teacher's TRS creditable earnings for each of the Teacher's last

two school terms of employment does not exceed 6 percent of the Teacher's prior years' TRS creditable earnings. It is understood that the additional salary increase to be given to a retiring teacher is limited to that amount that will cause his/her TRS creditable earnings for that year to increase by no more than 6 percent of his/her prior year's TRS creditable earnings.

"Salary schedule compensation" is the salary provided by the salary schedule plus any longevity and any additional compensation provided by this Section G but excluding any extra pay for extra work.

Example: Retirement in June 2012:

2009-10	salary scheduled compensation =	\$60,000
2010-11	maximum available increase =	\$ 3,600
2010-11	salary scheduled compensation =	\$63,600
2011-12	maximum available increase =	\$3,816
2011-12	salary scheduled compensation =	\$67,416

In the event that a teacher has submitted his/her irrevocable letter of retirement, the teacher may withdraw the letter or retirement in the event of illness, disability or death of a teacher's spouse or children, or other life changing event. This may also be granted in extenuating circumstances at Board discretion without setting precedent. If the withdrawal occurs, the teacher will be required to reimburse the District all amounts received under this section G in excess of what the teacher would have otherwise received in salary increase(s).

H. Teachers retiring under TRS shall receive \$25.00 per day for unused accumulated sick leave not used for TRS creditable service to a maximum of \$2,500. This payment shall be made in a lump sum as severance, payable after retirement and within 60 days after the teacher has received his/her final paycheck.

I. National Board Certification Incentive: Any teacher who holds a master teaching certificate as a result of completing the National Board for Professional Teaching Standards (NBPTS) process shall, throughout the duration of this Agreement, receive an additional annual payment of \$1,500 per contract year.

**ARTICLE XVII**  
**TEACHERS' PROFESSIONAL RESPONSIBILITIES**

A. It shall be the responsibility of every teacher to continue professional improvement, to keep abreast of new developments and trends in his teaching field.

B. Head Teacher. When an administrator is out of his/her building, an administrative designee or one teacher shall assume the responsibilities of Head Teacher. If an administrator will be out of the building for longer than 3 hours during the student attendance day, a substitute will be hired for a teacher who serves as Head Teacher. The Head Teacher shall be compensated at the substitute teacher pay rate.

C. Mentoring: An administrator may appoint a tenured, certified teacher to assist and mentor a newly hired teacher during the first year of employment. If no tenured teacher is available, a non-tenured certified teacher with experience may be appointed.

1. The mentoring teacher may mentor only one newly hired teacher per school year.

2. The mentoring teacher will meet with administration after each evaluation of a newly hired teacher to discuss problems, concerns, and consult on academic performance.

3. If deemed necessary, the administrator, mentor, and/or newly hired teacher may request additional meetings to discuss evaluation concerns at any time during the school year.

C. Teachers shall be responsible for the supervision of school property and for the supervision of students wherever they may be, at whatever time under school-related circumstances.

D. Teachers shall be available at reasonable times for parent conferences and student help. Teachers shall arrange for conferences with parents when it appears that better understanding or more cooperative support from the home is required for the student's success in the program.

E. Each teacher shall prepare adequate daily lesson plans. The lesson plans shall be available at all times to the administration and shall be subject to review and evaluation. In addition, teachers shall provide evidence of some long range planning.

F. It shall be the responsibility of teachers to interpret the program of the schools to the community in ways which will improve the public's understanding of purposes and procedures and encourage its involvement and support.

G. Teachers recognize that their primary job is teaching and if any outside employment is deemed to interfere or does interfere with performance of their primary job, they will not accept, nor continue such employment during the school year. Teachers shall not accept nor continue in any employment deemed to present a conflict of interest with their primary job.

H. Teachers shall assume the responsibility for adequate growth of the pupils they are assigned to teach. Teachers shall utilize the results of tests and other evaluation criteria and measures to improve the effectiveness of their instruction.

I. Teachers shall use the counseling and special services of the District to improve their instructional efforts.

J. Pay for Extra-curricular Activities

With the exception of game supervision, intramurals, and track timers which will be paid at the end of the season, any teacher assigned to coach, direct, or advise an extra-curricular activity may choose no later than August 1<sup>st</sup> to be paid for that extra-curricular duty in any one of the following ways:

1. Proportionately per 26 (or 27) paychecks.
2. In three lump sums, one paid through the month of November to be paid in the month of December, one paid through the month of February to be paid in the month of March, and one paid at the end of the school term.
3. In one lump sum in the first pay in June:

Noon supervision, detention supervision and Project Success will be paid in accordance with #2 above.

Such a request may be submitted in writing to the Superintendent by August 1<sup>st</sup> each year. It is further agreed that the failure of any teacher to fulfill his/her contract obligation will necessitate subtracting contractual amount not earned from accrued salary.

**ARTICLE XVIII**  
**DURATION AND ACCEPTANCE OF AGREEMENT**

A. Duration: This Agreement shall be effective August 31, 2008, and shall continue in effect until August 30, 2012. This Agreement shall expire on the date indicated and shall not be extended orally.

B. Acceptance: Agreement is signed this 18<sup>th</sup> day of August, 2008.

In witness thereof:

For the Peru Educators  
Association, IEA-NEA/NEA

For the Board of Education,  
Peru Elementary School District 124

\_\_\_\_\_  
Co-Presidents

\_\_\_\_\_  
President

**APPENDIX A**  
**2008-2009 SALARY SCHEDULE**

	I	II	III	IV	V	VI	VII	VIII	
	BA	BA+8	BA+16	BA+24	MA	M+12	M+24	M+36	
1	33,825	34,605	35,385	36,165	36,945	37,725	38,505	39,285	
2	34,605	35,385	36,165	36,945	37,725	38,505	39,285	40,065	
3	35,385	36,165	36,945	37,725	38,505	39,285	40,065	40,845	
4	36,165	36,945	37,725	38,505	39,285	40,065	40,845	41,625	
5	36,945	37,725	38,505	39,285	40,065	40,845	41,625	42,405	
6	37,725	38,505	39,285	40,065	40,845	41,625	42,405	43,185	
7	38,505	39,285	40,065	40,845	41,625	42,405	43,185	43,965	
8	39,285	40,065	40,845	41,625	42,405	43,185	43,965	44,745	
9	40,065	40,845	41,625	42,405	43,185	43,965	44,745	45,525	
10	40,845	41,625	42,405	43,185	43,965	44,745	45,525	46,305	
11	41,625	42,405	43,185	43,965	44,745	45,525	46,305	47,085	
12	42,405	43,185	43,965	44,745	45,525	46,305	47,085	47,865	
13	43,185	43,965	44,745	45,525	46,305	47,085	47,865	48,645	
14	43,965	44,745	45,525	46,305	47,085	47,865	48,645	49,425	
15	44,745	45,525	46,305	47,085	47,865	48,645	49,425	50,205	
16	45,525	46,305	47,085	47,865	48,645	49,425	50,205	50,985	
17	46,305	47,085	47,865	48,645	49,425	50,205	50,985	51,765	
18	47,085	47,865	48,645	49,425	50,205	50,985	51,765	52,545	
19	47,865	48,645	49,425	50,205	50,985	51,765	52,545	53,325	
20		49,425	50,205	50,985	51,765	52,545	53,325	54,105	
21		50,205	50,985	51,765	52,545	53,325	54,105	54,885	
22			51,765	52,545	53,325	54,105	54,885	55,665	
23			52,545	53,325	54,105	54,885	55,665	56,445	
24				54,105	54,885	55,665	56,445	57,225	
25				54,885	55,665	56,445	57,225	58,005	
26				55,665	56,445	57,225	58,005	58,785	
27				56,445	57,225	58,005	58,785	59,565	
28				57,225	58,005	58,785	59,565	60,345	
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**2 Percent TRS Payment for 2008-2009**

In addition to the salary schedule shown above, the Board of Education shall pick up and pay to the Illinois Teachers' Retirement System two (2) percent of the appropriate amounts shown on the salary schedule for the 2008-2009 contract year, as provided in Article XVI, Section A.4. The Board's payment of TRS is in addition to the salary amounts shown on the salary schedule.

**Salary Schedule Placement**

Due to the fact that the salary schedule was redesigned for the 2005-2006 contract year, teachers employed during the 2004-2005 school year were placed on the 2005-2006 schedule at designated steps, which do not necessarily match total years of service. A 2005-2006 placement list is maintained by both the Board and the Association. Step movement for 2006-2007 and thereafter shall be from the 2005-2006 designated placements.

**APPENDIX A  
2009-2010 SALARY SCHEDULE**

	I	II	III	IV	V	VI	VII	VIII
	BA	BA+8	BA+16	BA+24	MA	M+12	M+24	M+36
1	34,000	34,790	35,580	36,370	37,160	37,950	38,740	39,530
2	34,795	35,585	36,375	37,165	37,955	38,745	39,535	40,325
3	35,590	36,380	37,170	37,960	38,750	39,540	40,330	41,120
4	36,385	37,175	37,965	38,755	39,545	40,335	41,125	41,915
5	37,180	37,970	38,760	39,550	40,340	41,130	41,920	42,710
6	37,975	38,765	39,555	40,345	41,135	41,925	42,715	43,505
7	38,770	39,560	40,350	41,140	41,930	42,720	43,510	44,300
8	39,565	40,355	41,145	41,935	42,725	43,515	44,305	45,095
9	40,360	41,150	41,940	42,730	43,520	44,310	45,100	45,890
10	41,155	41,945	42,735	43,525	44,315	45,105	45,895	46,685
11	41,950	42,740	43,530	44,320	45,110	45,900	46,690	47,480
12	42,745	43,535	44,325	45,115	45,905	46,695	47,485	48,275
13	43,540	44,330	45,120	45,910	46,700	47,490	48,280	49,070
14	44,335	45,125	45,915	46,705	47,495	48,285	49,075	49,865
15	45,130	45,920	46,710	47,500	48,290	49,080	49,870	50,660
16	45,925	46,715	47,505	48,295	49,085	49,875	50,665	51,455
17	46,720	47,510	48,300	49,090	49,880	50,670	51,460	52,250
18	47,515	48,305	49,095	49,885	50,675	51,465	52,255	53,045
19	48,310	49,100	49,890	50,680	51,470	52,260	53,050	53,840
20		49,895	50,685	51,475	52,265	53,055	53,845	54,635
21		50,690	51,480	52,270	53,060	53,850	54,640	55,430
22			52,275	53,065	53,855	54,645	55,435	56,225
23			53,070	53,860	54,650	55,440	56,230	57,020
24				54,655	55,445	56,235	57,025	57,815
25				55,450	56,240	57,030	57,820	58,610
26				56,245	57,035	57,825	58,615	59,405
27				57,040	57,830	58,620	59,410	60,200
28				57,835	58,625	59,415	60,205	60,995
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**4 Percent TRS Payment for 2009-2010**

In addition to the salary schedule shown above, the Board of Education shall pick up and pay to the Illinois Teachers' Retirement System four (4) percent of the appropriate amounts shown on the salary schedule for the 2009-2010 contract year, as provided in Article XVI, Section A.4. The Board's payment of TRS is in addition to the salary amounts shown on the salary schedule.

**Salary Schedule Placement**

Due to the fact that the salary schedule was redesigned for the 2005-2006 contract year, teachers employed during the 2004-2005 school year were placed on the 2005-2006 schedule at designated steps, which do not necessarily match total years of service. A 2005-2006 placement list is maintained by both the Board and the Association. Step movement for 2006-2007 and thereafter shall be from the 2005-2006 designated placements.

**APPENDIX A  
2010-2011 SALARY SCHEDULE**

	I	II	III	IV	V	VI	VII	VIII
	BA	BA+8	BA+16	BA+24	MA	M+12	M+24	M+36
1	34,000	34,795	35,590	36,385	37,180	37,975	38,770	39,565
2	34,795	35,590	36,385	37,180	37,975	38,770	39,565	40,360
3	35,590	36,385	37,180	37,975	38,770	39,565	40,360	41,155
4	36,385	37,180	37,975	38,770	39,565	40,360	41,155	41,950
5	37,180	37,975	38,770	39,565	40,360	41,155	41,950	42,745
6	37,975	38,770	39,565	40,360	41,155	41,950	42,745	43,540
7	38,770	39,565	40,360	41,155	41,950	42,745	43,540	44,335
8	39,565	40,360	41,155	41,950	42,745	43,540	44,335	45,130
9	40,360	41,155	41,950	42,745	43,540	44,335	45,130	45,925
10	41,155	41,950	42,745	43,540	44,335	45,130	45,925	46,720
11	41,950	42,745	43,540	44,335	45,130	45,925	46,720	47,515
12	42,745	43,540	44,335	45,130	45,925	46,720	47,515	48,310
13	43,540	44,335	45,130	45,925	46,720	47,515	48,310	49,105
14	44,335	45,130	45,925	46,720	47,515	48,310	49,105	49,900
15	45,130	45,925	46,720	47,515	48,310	49,105	49,900	50,695
16	45,925	46,720	47,515	48,310	49,105	49,900	50,695	51,490
17	46,720	47,515	48,310	49,105	49,900	50,695	51,490	52,285
18	47,515	48,310	49,105	49,900	50,695	51,490	52,285	53,080
19	48,310	49,105	49,900	50,695	51,490	52,285	53,080	53,875
20		49,900	50,695	51,490	52,285	53,080	53,875	54,670
21		50,695	51,490	52,285	53,080	53,875	54,670	55,465
22			52,285	53,080	53,875	54,670	55,465	56,260
23			53,080	53,875	54,670	55,465	56,260	57,055
24				54,670	55,465	56,260	57,055	57,850
25				55,465	56,260	57,055	57,850	58,645
26				56,260	57,055	57,850	58,645	59,440
27				57,055	57,850	58,645	59,440	60,235
28				57,850	58,645	59,440	60,235	61,030
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**7 Percent TRS Payment for 2010-2011**

In addition to the salary schedule shown above, the Board of Education shall pick up and pay to the Illinois Teachers' Retirement System seven (7) percent of the appropriate amounts shown on the salary schedule for the 2010-2011 contract year, as provided in Article XVI, Section A.4. The Board's payment of TRS is in addition to the salary amounts shown on the salary schedule.

**Salary Schedule Placement**

Due to the fact that the salary schedule was redesigned for the 2005-2006 contract year, teachers employed during the 2004-2005 school year were placed on the 2005-2006 schedule at designated steps, which do not necessarily match total years of service. A 2005-2006 placement list is maintained by both the Board and the Association. Step movement for 2006-2007 and thereafter shall be from the 2005-2006 designated placements.

**APPENDIX A  
2011-2012 SALARY SCHEDULE**

	I	II	III	IV	V	VI	VII	VIII
	BA	BA+8	BA+16	BA+24	MA	M+12	M+24	M+36
1	34,090	34,910	35,730	36,550	37,370	38,190	39,010	39,830
2	34,920	35,740	36,560	37,380	38,200	39,020	39,840	40,660
3	35,750	36,570	37,390	38,210	39,030	39,850	40,670	41,490
4	36,580	37,400	38,220	39,040	39,860	40,680	41,500	42,320
5	37,410	38,230	39,050	39,870	40,690	41,510	42,330	43,150
6	38,240	39,060	39,880	40,700	41,520	42,340	43,160	43,980
7	39,070	39,890	40,710	41,530	42,350	43,170	43,990	44,810
8	39,900	40,720	41,540	42,360	43,180	44,000	44,820	45,640
9	40,730	41,550	42,370	43,190	44,010	44,830	45,650	46,470
10	41,560	42,380	43,200	44,020	44,840	45,660	46,480	47,300
11	42,390	43,210	44,030	44,850	45,670	46,490	47,310	48,130
12	43,220	44,040	44,860	45,680	46,500	47,320	48,140	48,960
13	44,050	44,870	45,690	46,510	47,330	48,150	48,970	49,790
14	44,880	45,700	46,520	47,340	48,160	48,980	49,800	50,620
15	45,710	46,530	47,350	48,170	48,990	49,810	50,630	51,450
16	46,540	47,360	48,180	49,000	49,820	50,640	51,460	52,280
17	47,370	48,190	49,010	49,830	50,650	51,470	52,290	53,110
18	48,200	49,020	49,840	50,660	51,480	52,300	53,120	53,940
19	49,030	49,850	50,670	51,490	52,310	53,130	53,950	54,770
20		50,680	51,500	52,320	53,140	53,960	54,780	55,600
21		51,510	52,330	53,150	53,970	54,790	55,610	56,430
22			53,160	53,980	54,800	55,620	56,440	57,260
23			53,990	54,810	55,630	56,450	57,270	58,090
24				55,640	56,460	57,280	58,100	58,920
25				56,470	57,290	58,110	58,930	59,750
26				57,300	58,120	58,940	59,760	60,580
27				58,130	58,950	59,770	60,590	61,410
28				58,960	59,780	60,600	61,420	62,240
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**Full TRS Payment for 2011-2012**

In addition to the salary schedule shown above, the Board of Education shall pick up and pay to the Illinois Teachers' Retirement System the full amount for the 2011-2012 contract year, as provided in Article XVI, Section A.4. The Board's payment of TRS is in addition to the salary amounts shown on the salary schedule.

**Salary Schedule Placement**

Due to the fact that the salary schedule was redesigned for the 2005-2006 contract year, teachers employed during the 2004-2005 school year were placed on the 2005-2006 schedule at designated steps, which do not necessarily match total years of service. A 2005-2006 placement list is maintained by both the Board and the Association. Step movement for 2006-2007 and thereafter shall be from the 2005-2006 designated placements.

**APPENDIX B  
EXTRA DUTY COMPENSATION SCHEDULE**

Supplementary increments will be granted by the Board to those teachers assigned to supervise, coach, direct or teach such extracurricular activities as the Board may, from time to time, designate.

<b>Assignment</b>	<b>2008-09</b>	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
Band Director	2,287	2,355	2,426	2,499
Baseball	1,586	1,634	1,683	1,733
Baseball, Assistant	1,154	1,188	1,224	1,261
Basketball, 7-8 (4)	2,637	2,716	2,797	2,881
Basketball, 6 (4)	2,014	2,074	2,136	2,200
Cheerleading (2) *	1,576	1,623	1,672	1,722
Choral Director	1,839	1,894	1,951	2,010
Committee Meetings **	25	25	25	25
Detention Supervisor	27	28	28	29
Elementary Choral Director	870	896	923	951
Environmental Club	773	796	820	845
Game Supervision	24	24	25	26
Game Timer/Scorekeeper	24	24	25	26
Internal Substitute	27	28	28	29
Intramurals ***	24	24	25	26
Jazz Band	747	769	792	816
Mentor Teacher	953	981	1,011	1,041
Noon Supervision	31	32	33	34
Project Success	31	32	33	34
Scholastic Bowl (2) *	1,030	1,061	1,093	1,126
Science Fair	716	737	759	782
Special Olympics	592	610	628	647
Spring Musical/Variety Show	1,828	1,883	1,940	1,998
Student Council (2)*	1,545	1,591	1,639	1,688
Summer School	1,586	1,634	1,683	1,733
Track	2,014	2,074	2,136	2,200
Track, Assistant (3)	1,803	1,857	1,912	1,969
Track Timers (6) *****	55	55	55	55
Volleyball, 7-8 (2)	2,637	2,716	2,797	2,881
Volleyball, 6 (2)	2,014	2,074	2,136	2,200
Webmaster (3)	1,030	1,061	1,093	1,126
Yearbook Advisor	2,163	2,228	2,295	2,364
Yearbook, Elementary (2)	479	493	508	523

\* If one person holds both positions, total pay is 1.5 of stipend salary.

\*\* For approved committee meetings beyond five (5) per year.

\*\*\* Length and time of activity scheduled by administration.

\*\*\*\*\* Limit of four (4) home meets.

**Annotations**

A. Any person who has served five (5) consecutive years in any of the above assignments shall, if he/she has held the position within any of the preceding three (3) years, receive for any subsequent years of service thereafter an additional \$350 in compensation for that activity. With the exception of permanent, full-time noon supervision, this excludes any items paid on a per hour or per event basis.

B. The Board may, at its discretion, determine the compensation, if any, to be paid for such activities which are added to this list.

# **PROFESSIONAL AGREEMENT**

**between the**

**Board of Education  
Peru Public Schools District 124**

**and the**

**Peru Educators' Association  
IEA/NEA**

**for the School Years**

**2008-2009**

**2009-2010**

**2010-2011**

**2011-2012**

## TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE .....	1
ARTICLE I - Relationships .....	1
ARTICLE II - Association and Teacher Rights.....	2
ARTICLE III - Academic Freedom.....	6
ARTICLE IV - Teacher Protection.....	6
ARTICLE V - Professional Qualifications .....	7
ARTICLE VI - Teachers' Hours and Assignments .....	8
ARTICLE VII - Teaching Conditions and Staff Facilities .....	9
ARTICLE VIII - Reduction in Personnel .....	10
ARTICLE IX - Assignments, Vacancies, and Transfers .....	10
ARTICLE X - Teacher Evaluation .....	13
ARTICLE XI - Leave and Emergency Absence.....	15
ARTICLE XII - Joint Committees.....	18
ARTICLE XIII - Effect of Agreement.....	19
ARTICLE XIV - Grievance Procedure.....	19
ARTICLE XV - Pupil Discipline.....	21
ARTICLE XVI - Professional Compensation and Related Provisions .....	22
ARTICLE XVII - Teachers' Professional Responsibilities.....	25
ARTICLE XVIII - Duration and Acceptance of Agreement.....	27
APPENDIX A – 2008-2009 Schedule	
APPENDIX A – 2009-2010 Schedule	
APPENDIX A – 2010-2011 Schedule	
APPENDIX A – 2011-2012 Schedule	
APPENDIX B – Extra Duty Compensation Schedule	