

AGREEMENT

BETWEEN

OBLONG COMMUNITY UNIT SCHOOL  
DISTRICT NO. 4

AND

COMMUNITY UNIT FOUR EDUCATION  
ASSOCIATION

2013-2014

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ARTICLE I  
RECOGNITION

1.1 Recognition

The Board of Education of Oblong Community Unit School District No. 4, Crawford County, Oblong, Illinois, hereinafter referred to as the “Board,” recognizes Community Unit Four Education Association, an affiliate of the Illinois Education Association and the National Education Association, hereinafter referred to as the “Association,” as the sole and exclusive negotiating agent for all regularly employed non-temporary certificated teaching personnel, including guidance counselors, librarians and nurse, hereinafter referred to as “employees,” except for the Superintendent, Principals, and other supervisory and managerial personnel as defined in the Illinois Educational Labor Relations Act. All salaries and benefits for part-time employees shall be calculated on a prorated basis except where specifically provided to the contrary elsewhere herein.

1.2 Sole Agent

The Board agrees not to negotiate or to consult with any other employees’ organization with regard to items contained in this Agreement, unless an election (pursuant to the IELRA) results in the certification of a different negotiating representative.

## ARTICLE II

### EMPLOYEE AND ASSOCIATION RIGHTS

#### 2.1 Right of Representation

When an employee is required to appear before the Board concerning any matter which could adversely affect the employee's employment, the employee shall be entitled to have a representative of the Association present. Further, in the absence of an emergency, the employee shall be advised at least twenty-four (24) hours in advance of the reasons for the requirement. When an employee is required to attend a formal conference with the Superintendent solely for the purpose of imposing discipline or obtaining facts to be used as the basis for imposition of discipline, the employee may have a representative of the Association present if he/she desires.

#### 2.2 Personnel File

Each employee may review the contents of his/her personnel file not specifically exempt from employee inspection by the Employee Records Act during normal business hours, provided such inspection does not interfere with the operations of the unit office. The administration may have a representative present for such review. The employee shall submit a written request for such review at least twenty-four (24) hours before such review. Employees may not remove any material from the premises, but may cause nonclassified materials to be copied and be charged the then prevailing rate for same.

Administrative or Board reprimands or other disciplinary materials shall be placed in the employee's personnel file in the Unit office within a reasonable period of time. The employee shall receive a copy of any such materials at or about the same time as the material is placed in the employee's unit office file. If any employee feels that material in his/her personnel file is inaccurate, incomplete or unjust, the employee may put any objections or clarifications in writing and have them become part of the file. Any bargaining unit member who has a reprimand or Board approved notice to remedy in his/her personnel file may request the administration to draft a letter for that employee's personnel file. The Administration shall write a response in a reasonable period of time, reviewing the employee's actions or conduct since the reprimand or letter or remediation.

Materials in respect to matters in process need not be placed in the Unit office file. Memoranda, notes or other materials which the administration determines need not result in formal discipline need not be placed in the formal Unit file. If a principal leaves the district at the end of a fiscal or school year, and the principal has not taken action to effectuate discipline, the principal's file will be purged. This will not effect work-in-progress, or matters under investigation which the principal has not finished.

### 2.3 Meetings, Notices and General Information

The Association may have reasonable use of:

- A. School buildings if it does not interfere with normal educational activities and prior approval is granted by the Building Principal.
- B. Employee mailboxes and interschool mail for the purpose of internal communication to employees eligible for the bargaining unit. A bulletin board will be provided for the Association in each lounge area.
- C. School equipment, e.g., a typewriter and duplicating machines, if it does not interfere with educational or office processes. The Association shall reimburse the Board for all materials and supplies.

### 2.4 Board Meetings - Notification

The President of the Association or the President's designee shall be given a written copy of the agenda or statement of purposes of each meeting at the same time the agenda is provided to Board members.

### 2.5 Board Minutes - Association Copies

The Association President or the President's designee shall be given a copy of the minutes of all open meetings after their approval by the Board.

### 2.6 Contract - Distribution

Within thirty (30) days of ratification of this Agreement, the Board shall have sufficient copies of the Agreement prepared and delivered to the Association for its distribution to each employee in the District. The cost of materials of reproduction shall be borne equally by the parties.

### 2.7 Parent and Citizen Complaint

Any complaint by a person other than an official of the District, deemed legitimate to justify investigation and/or subsequent action by the administration shall be brought to the attention of the employee within three (3) working days of the determination that the complaint is legitimate, or investigation completed, whichever is later. The administrator shall relate the complaint(s) to that employee either in written or oral form. When deemed appropriate by all parties involved, teacher-parent or teacher-parent-administrator conferences may be scheduled. Unless the administration determines that educational or privacy reasons require otherwise, the person complaining of a particular teacher shall be referred to the teacher. The right of the administration to discipline a teacher for misconduct shall not be affected should a complaining person fail or refuse to discuss the matter with a particular teacher.

## 2.8 Dues Deductions

Any member of the Association may sign and deliver to the Board an authorization for continual dues deduction. The appropriate authorization forms shall be provided by the Association. A continual authorization shall remain in effect unless the employee revokes said authorization in writing between September 1 and September 15 of any year. Should a teacher leave the District or drop his/her membership, the Board shall deduct the balance of the year's dues from the next available paycheck. Should the final paycheck not contain sufficient funds, the Board shall deduct only the amount available. With a dues deduction authorization, the Board shall deduct one-tenth (1/10) of such dues from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year. If the employee commences service after the start of the school year, the dues will be deducted on a pro-rata basis in equal amounts over the remaining pay periods of that teacher's employment for the school year. The prorating will be based upon a twelve-month dues calendar commencing in September (e.g. an individual hired in December will have a 9/12ths of the dues remaining because three months of the membership year have passed. This 9/12ths will be divided among and deducted from the remaining paychecks of this employee.) The Board shall remit deducted dues to the Association within ten (10) days following the pay period. The Association shall indemnify and save harmless the Board from any and 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 Board for the purpose of complying with the provisions of this section.

## 2.9 Impasse Procedure

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement declares that the use of a mediator would be helpful to resolving remaining issues during the negotiations of a successor agreement. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree on a replacement, the Illinois Educational Labor Relations Board shall be notified.

## 2.10 Student Discipline Committee

At least one representative from the teachers' association from each building shall be a member of the school's student discipline committee that meets a minimum of once per year for the purpose of improving and defining school discipline and/or consequences policies as required in 105 ILCS 5/10-20.14.

## ARTICLE III

### FORMAL EMPLOYEE EVALUATION

#### 3.1 Employee Evaluation

Nontenured employees shall be formally evaluated at least once each school year. Tenured employees will be evaluated at least once every two years. Formal evaluation shall mean evaluation of teaching performance.

#### 3.2 Procedure

The administrator shall formally evaluate each employee in writing, using an evaluation instrument designed by the administration. At least two (2) weeks prior to any evaluation, the employee shall receive a copy of the instrument to be used. All formal evaluations will be preceded by an in-class observation of the employee's classroom performance of not less than twenty (20) minutes. (The Administration may observe other activities for employees whose duties do not involve a classroom, such as guidance counselors or librarians). Advance notice is not required for a formal evaluation; however, all formal evaluations shall be conducted openly and with full and complete knowledge of the employee. The evaluator shall provide the employee a written copy of the evaluation.

#### 3.3 Evaluation Review

At the request of either party, the evaluator shall have a meeting with the employee following the in-class observation to discuss the evaluation.

#### 3.4 Employee Right to Comment

The employee shall have the right to attach a written explanation to any adverse formal evaluations.

#### 3.5 Informal Observation

Agreeing to the procedures delineated in sections 1-4 above does not limit the right of management to utilize informal observations, or other evaluative criteria for considering competency of an employee. If any of these evaluations are to be used in evaluating the employment status of a tenured employee, a written statement will be placed in the employee's file; and the employee will be allowed to place a response in his/her file.

## ARTICLE IV

### REDUCTION IN FORCE AND RECALL

#### 4.1 Joint Committee for Honorable Dismissal and Reduction in Force

A joint committee composed of equal representation selected by the Board and Association shall meet no later than December 1st annually, for the purposes set forth in the School Code. The joint committee must reach agreement on a change in the criteria for inclusion in a grouping on or before February 1st of a school year in order for the agreement of the joint committee to apply to the sequence of dismissal determined during that school year.

#### 4.2 Vacancies

A vacancy shall be defined to have been created by any of the following events:

- A. Death;
- B. Resignation;
- C. Dismissal/nonrenewal;
- D. Retirement; and
- E. Newly created position

which results in a position the Board has determined to fill.

The Superintendent shall have posted in all school buildings and shall send to the Association President a notice of all vacancies to be filled. The Superintendent shall post vacancies using the district's electronic mail system. All vacancies shall be posted for a period of ten (10) workdays.

Any tenured teacher who receives an honorable dismissal, due to a reduction in the number of tenured teachers, who is not recalled to a teaching position will have first right of refusal for any teacher aide vacancy. Accepting a position as an aide does not waive recall rights to a teaching vacancy during the recall period set forth in section 4.1. Seniority shall prevail if more than one (1) tenured teacher is in the recall pool.

## ARTICLE V

### CONDITIONS OF EMPLOYMENT

#### 5.1 Duty-Free Lunch

- A. Every employee whose duties require attendance at school four (4) or more clock hours in a school day shall be entitled to and be allowed a duty-free lunch period equal to regular, local school lunch periods, but not less than thirty (30) consecutive minutes in each school day as required in Section 24-9 of the School Code.

#### 5.2 School Calendar

Teachers shall not be required to work more than the minimum number of teacher attendance days required by law (currently 180 days) each school year without extended contract or extra-duty pay. Extended contract pay shall be calculated at the rate of one-one hundred eightieth (1/180) of the teacher's yearly gross pay from the approved salary schedule per day. The Association may submit its recommendations concerning the school calendar no later than February 1. The Board retains the right to establish the calendar.

Early dismissal schedule shall be in force for each of the three (3) major holidays; i.e., Thanksgiving, Christmas and Easter.

Beginning with the 2007-2008 school year, there shall be one (1) 11:30 a.m. early release day per quarter for the school improvement purposes.

The Monday following Easter will not be scheduled as a teacher work day if the majority of districts in the County do not have that day as a student attendance day.

On the school day following the last day of the first quarter, students shall be dismissed at 1:30 p.m. and the remainder of the day shall be teacher work time, unless school is not held on the last day of the first quarter. Starting in the 2000-2001 school year the school calendar shall include Presidents' Day as a school holiday, assuming the school district is granted a waiver for Lincoln's birthday.

#### 5.3 Employee Work Day

On normal student attendance days, the employee workday will be from 8:00 a.m. until 3:25 p.m. However, to accommodate early supervision of elementary students, the administration may require one (1) or two (2) teachers to arrive fifteen (15) minutes early, and be released fifteen (15) minutes early at the end of the day. Volunteers will be sought for this early supervision. Teachers may be required to attend one (1) faculty meeting per month, as scheduled by administration from 7:40 a.m. – 8:00 a.m.. Meetings scheduled will be posted at the beginning of each semester. Teachers will remain later for extra curricular activities, teacher meetings, scheduled parent teacher conferences, special education meetings and staffings, teacher required detention, and unforeseen

emergencies. Supervisory duties will be equitably distributed among faculty, however, this shall not mean exactly equal distribution of supervision assignments.

#### 5.4 Preparation Periods

Every certified staff member will have unassigned preparation time of no less than thirty (30) consecutive minutes plus ten (10) consecutive minutes, totaling no less than forty (40) minutes per day.

## ARTICLE VI

### LEAVES

#### 6.1 Sick Leave

The Board shall grant each employee fourteen (14) sick leave days per school year without loss of pay. Unused sick leave days shall accumulate to a maximum of three hundred forty (340) days. Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family or household or birth, adoption or placement for adoption. The immediate family, for purposes of this section, shall include: parents, spouse, brothers, sisters, children, grandchildren, parents-in-law, brothers/sisters-in-law, grandparents, grandparents-in-law and legal guardians, aunts and uncles.

#### 6.2 Personal Business Leave

Each employee shall be granted two (2) personal business leave days with pay per school year. Unused business leave shall accumulate up to four (4) days as personal business leave. Any additional days shall accumulate as sick leave. Personal business leave shall be requested for those matters of personal business which the employee deems necessary. Personal business leave shall not be granted the day before or day after holidays or vacation periods. The superintendent may waive any restriction for circumstances beyond the control of the teacher. An employee requesting personal business leave shall do so in writing not less than two (2) days before the leave is to be taken, except in emergency situations. The written request shall be submitted to the Building Principal.

No more than two (2) employees will be absent from any one (1) building on any given day for such leave except in case of emergencies.

The superintendent may waive any of the restrictions of this section 6.2 for circumstances beyond the control of the teacher.

#### 6.3 Leaves of Absence

Leaves of absence without pay may be granted to tenured employees who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District as determined by the Board.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

- A. Written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board;
- B. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
- C. Leaves of less than one (1) month, if acceptable to and approved by the administration, will not require Board approval nor three (3) months' notice.
- D. Leaves may be granted for:
  - 1. Advanced study leading to a degree in an approved university;
  - 2. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
  - 3. Military service;
  - 4. Maternity, paternity or child care; or
  - 5. Other reasons acceptable to the Board which will improve the educational program in the District.
- E. Employees on such leave may continue insurance benefits if they reimburse the District for any pro rata costs of premiums for which they apply.
- F. Employees will not advance on the salary schedule while on any approved leave of absence without pay unless working at least one hundred (100) days in any given school year in which a leave is effective. However, FMLA leave will not be counted as a non-working day in making this calculation.

#### 6.4 Sabbatical Leave

Sabbatical leaves may be granted as per section 24-6.1 of the Illinois School Code.

#### 6.5 Association Leave

The Association shall be entitled to a total of four (4) released days district-wide per school year, for members to attend Association conventions, seminars or meetings; e.g. a total in one (1) year of one (1) person for four (4) days, or two (2) persons, two (2) days each. The use shall be at the discretion of the Association president. The Association shall reimburse the District for the cost of substitutes if they are used.

## 6.6 Professional Leave

This section shall encompass all professional education association conferences, conventions and workshops; university/college-sponsored educational conference/workshops; vendor-sponsored workshops (publishers, testing services, etc.); and school visitations. This section does not encompass activities that are associated with the Community Unit Four Education Association, IEA/NEA, or its subdivisions or counterparts.

A teacher making a request under this section shall do so in writing stating the purpose of the meeting, attaching a copy of the conference agenda indicating those sessions he/she will attend, and estimated conference expenses. The Superintendent shall have the discretion as to whether or not to grant requests under this section.

Only under circumstances deemed appropriate by the Superintendent will more than one (1) teacher be permitted to attend the same conference at the same time.

The Board annually shall establish maximums for a per diem meal allowance. The Board will pay all registration fees and lodging approved by the Board. Materials purchased with Board funds remain the property of the Board. If deemed necessary by the administration, the teacher shall present an oral and/or written report to other members of the staff in order to disseminate information learned at the conference.

## 6.7 Family Medical Leave Act

Neither the rights of the employer nor the rights of any employees under the Family Medical Leave Act (FMLA) are reduced by the other provisions of this agreement regarding leaves. For FMLA purposes, the “year” shall be the period between July 1 and June 30, annually. Employees will not be required to use more than ten (10) paid leave days in conjunction with Family Medical Leave.

## 6.8 Emergency Sick Leave

At the beginning of each fiscal year, the Board of Education shall contribute 10 sick leave days to a pool of Emergency Additional Sick Leave days (ESL days) to be available to members of the bargaining unit (teacher). If the ESL days are not used from this pool by teachers, as described below, the ESL days shall accumulate in subsequent fiscal years to a maximum of 20 days.

To be eligible to use ESL days from the ESL pool, the teacher must make application in writing. If a teacher is unable to apply personally, for example, due to injury or illness, a member of the employee’s family, or Association president may do so on the teacher’s behalf.

The teacher must meet the following conditions:

1. Have been employed full time by the district for at least 1 full year.
2. Have exhausted all other available paid leave.
3. Have a serious personal illness or injury which makes it impossible for the employee to return to work, or
  - (a) have a spouse, or
  - (b) a child under the age of 18 years who resides in the home of the employee,  
  
who has a serious personal illness or injury, and which requires the personal care of the employee.
4. Have incurred at least 5 days' loss of pay as a result of the serious personal illness or injury.

Any illness or injury, and its seriousness, must, at the request of the Administration, be verified by a physician.

No employee shall be entitled to use more than 20 ESL days for the same serious illness or injury.

In addition to the foregoing, the Board will contribute up to 20 additional sick leave days per school year to the ESL pool, one such day for each earned, accrued and available personal day waived by a member of the bargaining unit for that purpose. (Personal days which have been converted to sick leave are not personal days). The ESL days shall be used alternately, one from those provided by the Board and then one from personal days waived by employees.

Days from the additional sick leave pool shall be granted on a first-to-apply basis, until the additional sick leave pool is exhausted.

## ARTICLE VII

### EMPLOYEE COMPENSATION AND FRINGE BENEFITS

#### 7.1 Tuition Reimbursement

Upon submission of both grades and proof of paid tuition to the district office by the following respective dates (or the last business day prior in the event that the date falls on a weekend, holiday, or vacation day):

December 21 for the Fall semester

May 21 for the Spring semester

August 21 for the Summer school

Reimbursement will be made in no more than five (5) working days from each of the applicable above dates.

The District shall reimburse employees up to One Hundred Fifty and No/100 Dollars (\$150.00) per semester hour toward the tuition cost of courses pre-approved by the Superintendent in writing for advanced degrees (masters, doctorate or other generally recognized degree of graduate education) taken at an accredited institution and showing an earned grade of A or B. All classes included in a pre-approved advanced degree program shall be considered approved for reimbursement. With the approval of the Superintendent in advance, teachers may be reimbursed for non-degree classes. Employees will submit requests for approval in writing.

The total annual reimbursement amount per contract year shall be limited to a maximum of Fourteen Thousand Dollars (\$14,000.00) and subdivided to a maximum of Four Thousand Six Hundred Sixty-seven (\$4,667.00) per semester. The semesters shall be Fall, Spring, and Summer School. The semester allotment shall be distributed per credit hour among the employees approved each semester for such reimbursement. Any amount unused per semester shall roll over to the following semester in the same contract year. An employee may receive reimbursement for a maximum of seven (7) semester hours per semester.

#### 7.2 Schedules

A. The salary schedule and extra-curricular/athletic schedule for the year 2013-2014 are found in the Appendix.

B. Salary Schedule Advancement.

Horizontal salary schedule advancement shall be recognized twice each year. Teachers shall be advanced on the salary schedule for the first semester in any year if all required steps are completed and all required paperwork is properly filed on or before **September 10** of any year, and shall be advanced on the salary schedule for the second semester in any year if all required paperwork is properly filed on or before **January 10** of any year.

### 7.3 Pay Period Options

Employees will receive salary installments by direct deposit into an employee designated bank account in twelve (12) monthly pay installments or twenty-four (24) semi-monthly pay installments.

Employees receiving their salaries in twelve (12) monthly installments will be issued paychecks on the 25th of September, and every month thereafter until the last payment is received no later than August 25th of the following year.

Employees receiving their salaries in twenty-four semi-monthly installments will be issued paychecks on the 10th and 25th of September, and semi-monthly paychecks thereafter on the 10th and 25th until the last payment is received no later than August 25th of the following year.

The employee shall inform the Superintendent in writing of his/her preferred salary payment option.

In the event that an employee has not selected a payment option before the first scheduled working day of the new school term, the employee will automatically be placed on a twenty-four (24) installment pay schedule.

An employee commencing employment in the District after the school term begins shall automatically be placed on a prorated twenty-four (24) installment pay schedule.

### 7.4 Employee Insurance

The Board shall make a contribution per month for each full-time employee who elects individual major medical/health and life insurance coverage through the group plan provided by the Board. For the 2012-2013 school year, the Board shall contribute up to \$584 toward the single coverage cost toward Employee, Employee/Spouse and Employee/Child major medical coverage with an additional contribution of \$75.00 per month toward the cost of family coverage. Married full-time employees shall be allowed to apply two individual plan amounts toward a family plan. Any married couple of which both persons are full-time employees shall be entitled to only one \$75.00 per month payment toward the cost of Family coverage.

### 7.5 Travel Expenses

Any employee who is required by the administration to use his/her own automobile for school business shall be reimbursed for approved travel expenses based upon the present I.R.S. rate.

## 7.6 Employee Retirement Contribution

From the salary schedule amounts, listed in Appendices A and B, the Board shall “pick up” and pay the required employee contribution to the Teacher Retirement System on behalf of each teacher as a Board-paid teacher retirement contribution. The purpose of such contribution shall be to shelter such payment from federal income tax consistent with tax rulings 414(h)(2), 81-35 and 81-36. Should such shelter be subsequently declared illegal by a court of competent jurisdiction or superseded by a later tax ruling, such payment shall become gross income to the employee.

## 7.7 Retirement

A. A teacher shall be eligible for the retirement benefit who, at time of retirement meets all the following requirements:

- has at least fifteen (15) years service to the district at the time of retirement.
- who is, or at the time indicated by the teacher will be, eligible to retire into the Teachers Retirement System (TRS) upon completing service to the district with no TRS Early Retirement Option (ERO) payment on the part of the District,
- who submits an irrevocable letter of resignation to the superintendent by any respective March 15 of the applicable retirement enhancement years prior to the date of retirement.

The retirement benefit will be payable in a maximum of four school years.

B. A teacher shall be eligible to receive the retirement benefit described below for a maximum of two years if the teacher meets all the other requirements of paragraph 7.7 A, but has at least twelve (12) years’ service to the district, at the time of retirement.

C. If the retiring teacher chooses to exercise TRS ERO or fails to meet district service requirements contained in 7.7A or 7.7B at the time of retirement, then she/he will be precluded from eligibility for the retirement benefit herein. In the event that a retiring teacher has previously received retirement benefit money under this provision and elects to participate in the TRS ERO, said individual shall be required to execute a salary reduction agreement to reimburse all monies previously received under this provision by either the date of final service to the district or over the same number of years the teacher has received retirement benefit money, whichever is sooner.

## EXAMPLES

An eligible teacher who is anticipated will have a minimum of 15 years’ service to the district at the time of retirement submits an irrevocable letter of resignation, on or before March 15 of the 2010-2011 school year

indicating intention to retire at the end of the 2013-2014 school year. This teacher will receive six percent (6%) retirement increases for the 2010-2011, 2011-2012, 2012-2013, and 2013-2014 school years.

An eligible teacher who is anticipated will have a minimum of 15 years' service to the district at the time of retirement submits an irrevocable letter of resignation, on or before March 15 of the 2010-2011 school year indicating intention to retire at the end of the 2012-2013 school year. This teacher will receive six percent (6%) retirement increases for the 2010-2011, 2011-2012, and 2012-2013 school years.

An eligible teacher who is anticipated will have a minimum of 12 years' service to the district at the time of retirement submits an irrevocable letter of resignation, on or before March 15 of the 2010-2011 school year indicating intention to retire at the end of the 2011-2012 school year. This teacher will receive six percent (6%) retirement increases for the 2010-2011 and 2011-2012 school years.

- E. Requests received later than March 15, due to extenuating circumstances, but within the same school year, will be considered on a case-by-case basis by the Board. The Board may, due to unforeseen circumstances, allow a teacher to rescind her/his letter of resignation, but shall be under no requirement to do so.

No more than three teachers shall be eligible annually to enter the program. If more than three teachers apply, the three teachers with the most seniority in the district shall be eligible.

- F. The retirement incentive will be computed according to the following formula:

Upon properly qualifying under the terms of this section, the participating teacher's (TRS) total creditable earnings will be adjusted by increasing the teacher's previous year's total TRS creditable earnings by six percent (6%) for each school year prior to retirement.

Total TRS creditable earnings for school years in which the retirement benefit is paid are not to exceed six percent (6%) over the previous school year. The six percent (6%) increase provided for in this section shall be the maximum increase in creditable earnings, to be paid for all services performed by the teacher, any other provision of this agreement, including salary schedules, extra-duty schedules, other schedules or provisions of this agreement notwithstanding, subject, however, to Section F below.

The six percent (6%) retirement benefit will be the difference between what the teacher would have received on the salary schedule and a six percent increase over the previous year's total TRS creditable earnings and shall be paid in a separate check as a lump sum to the teacher concurrently with her/his final regular check of the fiscal year.

## F. Other Conditions

During the years that a teacher is receiving the retirement benefit, the district shall not direct, require, or compel said teacher to perform any additional duties that would further increase her/his TRS creditable earnings (e.g., assigning additional extra duties). However, in the event the Board requests that a teacher receiving the retirement benefit perform additional duties beyond what she or he performed the previous year, the retiring teacher shall have the choice to accept or refuse any or all such requested additional duties. Should the teacher accept said additional duties, the teacher will be compensated per the Extra Duty Schedule, the Athletic Increment Schedule, or any other applicable provision regarding compensation. It is understood that in this situation the teacher receiving the retirement benefit would receive compensation greater than one hundred six percent (106%) of her/his previous year.

If, during the years that a teacher is receiving the retirement benefit, the teacher is voluntarily providing less services (e.g., less extra duties) than the previous year, the retirement benefit will be adjusted to reflect the reduction in services provided. For example, if a teacher acting under this provision is receiving \$40,000 in base salary and \$2,000 for an extra duty in the year prior to the final year of service and in her/his final year of service is voluntarily no longer performing the extra duty, the six percent (6%) increase from the previous year would be based on only \$40,000, not \$42,000.

If, during the years that a teacher is receiving the retirement benefit, the teacher is involuntarily providing less services (e.g., less extra duties) than the previous year, the retirement incentive will not be adjusted to reflect the reduction in services provided. For example, if a teacher acting under this provision is receiving \$40,000 in base salary and \$2,000 for an extra duty in the year prior to the final year of service and in her/his final year of service is involuntarily no longer performing the extra duty, the six percent (6%) increase would be based on the \$42,000 from the year prior to the final year of service. Excepted from this non-adjustment would be a teacher involuntarily providing less service due to dismissal from an extra duty for just cause. In this event, the retirement compensation would be adjusted.

### 7.8 Saturday School

Saturday School duty shall be strictly voluntary. One week prior to the beginning of each quarter, a sign-up sheet listing the dates of scheduled Saturday Schools will be posted for teachers to sign up for one (1) Saturday. After the first week of the quarter (date designated on the sign-up sheet), teachers may select any additional open Saturdays. Any Saturdays not covered by the high school teachers may be offered to the grade school teachers. The final schedule will be distributed to the teachers by the end of the second week of the quarter. If a schedule change is necessary, it is the responsibility of the assigned teacher to find their replacement. The Principal will provide a list of students, their contact

information, and class assignments to the teacher on the Friday prior to Saturday School. The Principal will monitor Saturday School attendance and assign a second teacher when necessary. Compensation for the four hours of Saturday School will be set at \$25.00 per hour. If no student is present at 8:00 AM, the teacher will receive compensation for two hours. No compensation will be made to the teacher if there are no students assigned to a particular Saturday School.

## ARTICLE VIII

### FORMAL GRIEVANCE PROCEDURE

#### 8.1 Procedure

Any claim by the Association or any employee that there has been a violation or misapplication of any of the provisions of this Agreement shall be cause for a grievance. A formal grievance must be filed within thirty (30) working days of the event giving rise to the grievance or thirty (30) working days from the time the grievant should have become aware of the event, whichever is later.

Should a grievance arise, the following formal procedure shall be placed in operation:

**Step 1.** The grievant shall present the grievance in writing, specifying the article and clause alleged to have been violated and stating the remedy sought, to the Principal immediately involved, who will arrange for a meeting to take place with the grievant within ten (10) days after the receipt of the grievance. The Principal shall provide a written answer to the grievant within fifteen (15) days of the meeting with the employee.

**Step 2.** If the grievant is not satisfied with the disposition of the grievance at Step 1, the grievant may refer the grievance in writing to the Superintendent within ten (10) days after the receipt of the Step 1 answer. The Superintendent will arrange for a meeting to take place with the grievant within ten (10) days after his/her receipt of the grievance. The Superintendent shall provide a written answer to the grievance within fifteen (15) days after the meeting.

**Step 3.** If the grievant is not satisfied with the disposition of the grievance at Step 2, the Association may refer the grievance in writing to the Board of Education within ten (10) days after the receipt of the Step 2 answer. The Superintendent shall arrange with the Association representative for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal or at the next regularly scheduled Board of Education meeting. Within fifteen (15) days of the meeting, the Association shall be provided with the Board's written response, including the reasons for the decision.

**Step 4.** Should a grievance not be settled at Step 3, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 3 answer, then the grievance shall be deemed withdrawn.

A. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issues presented to him/her in writing by the Board and the Association, and his/her decision must be based only

upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

- B. Each party shall bear the full costs for its representation in the grievance procedure.
- C. If either party requests a transcript of the proceedings, that party shall bear full cost for the transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Association.
- D. Each party shall share equally the cost of the arbitrator and the A.A.A.

## 8.2 Other Provisions

- A. All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits of less than thirty (30) days shall double; and all time limits shall consist of weekdays.
- B. A grievance may be withdrawn at any level without establishing precedent.
- C. Time Bar.  
  
Failure of a teacher or the Association to act on any grievance within the prescribed time limits shall bar any further appeal.
- D. Class Grievance.  
  
A class grievance involving more than one (1) teacher and/or one (1) or more supervisors shall be initially filed by the Association at Step 2.
- E. Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2 if mutually agreed upon by the grievant and the immediately involved Principal.
- F. No reprisals will be taken against any employee for participating in the processing of a grievance.
- G. Materials concerning any grievance will be filed separately from an employee's personnel file.

## ARTICLE IX

### DURATION AND EFFECT OF AGREEMENT

#### 9.1 Terms and Conditions

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

#### 9.2 Individual Contracts

Individual contracts or employment agreements shall not be inconsistent with the terms and conditions of this Agreement.

#### 9.3 Savings Clause

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

#### 9.4 No Strike

During the term of this Agreement and any extension thereof, no teacher covered by this Agreement, nor the Association, shall at any time engage in, authorize or instigate any strike, slowdown, or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner, in whole or in part, the operation of the District.

#### 9.5 Complete Understanding

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties in the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice, or custom to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically set forth in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement.

9.6 Authority

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

9.7 Duration

This Agreement shall be effective from the first day of the 2013-2014 school term, and shall continue in effect until the day preceding the first day of the 2014-2015 school year term and shall expire at 11:59 p.m. on said date.

In witness thereof:

FOR THE COMMUNITY UNIT FOUR  
EDUCATION ASSOCIATION

FOR THE BOARD OF  
EDUCATION,  
OBLONG COMMUNITY UNIT  
SCHOOL DISTRICT NO. 4

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

Salary Schedule 2013-2014

Step	B.S.	B.S. +16	M.S.	M.S. +16
1	\$ 31,691	\$ 32,097	\$ 32,907	\$ 33,160
2	\$ 32,083	\$ 32,493	\$ 33,313	\$ 33,569
3	\$ 32,466	\$ 33,017	\$ 33,706	\$ 33,956
4	\$ 32,911	\$ 33,460	\$ 34,175	\$ 34,443
5	\$ 33,355	\$ 33,904	\$ 34,642	\$ 34,930
6	\$ 33,797	\$ 34,348	\$ 35,111	\$ 35,418
7	\$ 34,242	\$ 34,791	\$ 35,582	\$ 35,904
8	\$ 34,686	\$ 35,236	\$ 36,050	\$ 36,390
9	\$ 35,131	\$ 35,679	\$ 36,523	\$ 36,876
10	\$ 35,577	\$ 36,124	\$ 36,994	\$ 37,364
11	\$ 36,020	\$ 36,569	\$ 37,466	\$ 37,850
12	\$ 36,462	\$ 37,018	\$ 37,937	\$ 38,340
13	\$ 36,904	\$ 37,463	\$ 38,409	\$ 38,830
14	\$ 37,346	\$ 37,911	\$ 38,880	\$ 39,318
15	\$ 38,071	\$ 38,646	\$ 39,635	\$ 40,082
16	\$ 38,810	\$ 39,398	\$ 40,407	\$ 40,861
17	\$ 39,799	\$ 40,384	\$ 41,472	\$ 42,003
18	\$ 40,807	\$ 41,393	\$ 42,559	\$ 43,168
19	\$ 41,818	\$ 42,401	\$ 43,651	\$ 44,331
20	\$ 42,829	\$ 43,414	\$ 44,737	\$ 45,494
21	\$ 43,836	\$ 44,421	\$ 45,825	\$ 46,655
22	\$ 44,852	\$ 45,434	\$ 46,909	\$ 47,819
23	\$ 45,861	\$ 46,443	\$ 48,000	\$ 48,987
24	\$ 46,868	\$ 47,451	\$ 49,091	\$ 50,148
25	\$ 47,878	\$ 48,935	\$ 50,176	\$ 51,313
26	\$ 48,888	\$ 49,946	\$ 51,265	\$ 52,476
27	\$ 49,900	\$ 51,014	\$ 52,355	\$ 53,640
28	\$ 50,897	\$ 52,034	\$ 53,444	\$ 54,806
29	\$ 51,918	\$ 53,067	\$ 54,528	\$ 55,969
30	\$ 52,946	\$ 54,095	\$ 55,619	\$ 57,132
31	\$ 53,988	\$ 55,127	\$ 56,726	\$ 58,298
32	\$ 55,020	\$ 56,157	\$ 57,841	\$ 59,464
33	\$ 56,848	\$ 57,249	\$ 58,964	\$ 60,650
34	\$ 57,984	\$ 58,278	\$ 60,075	\$ 61,838
35		\$ 59,449	\$ 61,180	\$ 63,027
36			\$ 62,280	\$ 64,212
37				\$ 66,168

Extra Duty Schedule	2013-2014
Annual Staff	\$ 2,619
Music Instrumental	\$ 3,567
Student Council	\$ 1,530
Fresh/Soph Sponsor	\$ 436
Jr/Sr Sponsor	\$ 764
Annual GS	\$ 1,530
Gate Admission and Pep Bus	\$ 44
8th Grade Sponsor	\$ 436
FFA	\$ 4,496
FHA and FBLA	\$ 3,567
Organization upon Request	\$ 436
Music 1/2 Time Vocal	\$ 1,745
Math Team	\$ 2,676
Scholastic Bowl- Varsity	\$ 3,273
Scholastic Bowl-JV	\$ 2,182
Scholastic Bowl-Jr. High	\$ 1,614
Scholastic Bowl Asst-Jr High	\$ 1,009
National Teacher Certification	\$ 891
HS Vocal	\$ 2,589
Tech Director	\$ 4,046
Special Ed Director	\$ 4,046
HS Athletic Director	\$ 2,428
GS Athletic Director	\$ 1,871
Summer Band	\$ 1,115
Beta Club	\$ 900