

SOUTH CENTRAL SCHOOL BOARD
AND
SOUTH CENTRAL EDUCATION ASSOCIATION

2014-2015, 2015-2016, 2016-2017
School Years

PROFESSIONAL AGREEMENT

PREAMBLE

This agreement, between the Board of Education of South Central School District #401, Marion County, Kinmundy, Illinois and the South Central Education Association, an affiliate of the Illinois Education Association – NEA, incorporates a number of understandings which derive from the parties' mutual beliefs that each student is entitled to an education of the highest quality and that the attainment of this objective is dependent upon the quality and morale of the employee.

ARTICLE I
RECOGNITION

- 1.1 The Board of Education of School District #401, Marion County, Kinmundy, Illinois, hereinafter referred to as the “Board” recognizes the South Central Education Association, an affiliate of the Illinois Education Association – NEA, hereinafter referred to as the “Association” as the sole and exclusive negotiating agent for all regularly employed, ISBE certified personnel, hereinafter referred to as “employees” as well as for the school nurse, except for the superintendent and the principals.

ARTICLE II
EMPLOYEE AND ASSOCIATION RIGHTS

- 2.1** Employee discipline – Rules and regulations governing employee conduct shall be reasonable and enforcement of employee discipline shall be fair and exercised for just cause.
- 2.2** Non-discrimination – The Board shall not discriminate against an employee for reason of race, creed, color, marital status, age, sex, or national origin.
- 2.3** Right of Representation – When an employee is required to appear before the Board or the Administration concerning any matter, which could adversely affect his/her employment, his/her position, or his/her salary, the employee shall be entitled to have a representative of the Association present. Further, when an employee is required to appear before the Board, he/she shall be advised whenever possible within a minimum of ten (10) days prior to the date of the appearance of the reasons for the appearance. An exception will be made when the nature of the request is of such a magnitude to require an “emergency” or Special Board meeting.
- 2.4** Personnel File – An employee will be given access to his/her personnel file according to state law and guidelines developed by the Employer and to place therein written reaction to any of its content, as long as access does not interrupt the Employer’s operations.
- 2.5** School Code Rights – Whenever any rights or benefits accorded employees under the school Code of the State of Illinois or under other laws and regulations exceed the benefits accorded employees elsewhere in this Agreement, then such rights and benefits shall become incorporated into and become part of this Agreement.
- 2.6** Right to Organize – Employees shall have the right to organize, join and assist the Association and to participate in negotiations with the Board. The Board shall not discriminate against any employee with respect to hours, wages, terms and conditions of employment for reasons of his/her membership in the Association, participation in negotiations with the Board or the institution of any grievance, complaint or proceeding under this agreement.
- 2.7** Dues Deduction – The Board shall deduct from each employee’s pay the current dues of the Association, provided that the Board has an employee-executed authorization for continuing dues deduction, the account of which shall be annually certified by the Association. The authorization shall remain in effect from year to year, except that the employee may revoke it between September 1 and September 15, of any year. Upon receipt of any revocation, the Board shall notify the Association in writing of the same. If a teacher resigns prior to September 1 of any year the Board shall deduct the unpaid portion of the annual dues from the employee’s final paycheck. All dues deducted by the Board shall be remitted to the Association no later than ten (10) days after such deductions are made.
- 2.7.1** Fair Share- Every newly hired bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues. An amount equal to the local dues will be deducted from their salary and remitted to the Association no later than ten (10) days after the deductions made. An amount equal to the remaining state and national dues must be deducted and donated to a charity or non-profit entity mutually agreed upon between the Board, the Association, and the employee.
- 2.7.1.a** Anyone hired prior to the date of contract has a choice to join the union. Only those hires made after 9/15/08 shall be subject to fair share provision of contract. Employees hired after 9/15/08 shall be subject to fair share provision of contract and will be informed as such.

2.8 Meetings, Notices, and General Information – The Association shall not be denied the following for business purposes:

- A. The use of school buildings for meetings once scheduled with the building principal.
- B. The use of employee mail-boxes, inter-school mail, and school bulletin boards for the purpose of internal communications.
- C. The use of school equipment, e.g. typewriters, computers, printers, and duplication machines.

2.9 Board Agendas and Financial Information

- A. The president of the Association or his/her designee shall be given notice of all regular and special board meetings, together with the agenda and/or purpose of the meeting. Notice shall be given of the above board meetings at least twenty-four (24) hours prior to such meetings. In the case of an emergency board meeting, the twenty-four (24) hour parameter shall be waived; and the president of the Association will be notified as soon as practicable.

ARTICLE III
EMPLOYMENT CONDITIONS

- 3.1** School Work Year – The Board shall establish a school calendar, which shall contain no more than one hundred seventy-six (176) pupil attendance days and four (4) institute days. Employees shall not be required to work more than one hundred eighty (180) days. The SCEA will be allowed to have input in the calendar prior to adoption of the Board with the understanding that the final calendar decision remains with the district.
- 3.2** Employee Work Days – The employee workday shall be set by the Building Administrators to not exceed more than eight (8) consecutive hours. During each workday the employee shall be entitled to:
- A.** in grades K-4, at least a thirty (30) consecutive minute preparation period;
 - B.** in grades 5-12, no less than forty (40) consecutive minute preparation period;
 - C.** any required participation outside the employee workday shall be compensated for in accordance with extra duty schedule.
 - D.** Every effort should be made to provide a substitute in the absence of any teacher.
- 3.3** Internal Substitutions – In the event that a substitute cannot be provided, a teacher may substitute for another absent teacher during his/her preparation period. The substituting teacher shall be compensated at a rate \$20.00 per class period.
- 3.4** Notification of Assignment and Duties – In the event changes in assignment are proposed, the employee affected shall be notified promptly and consulted. All employees shall be given written notice of their teaching assignments for the forthcoming year no later than sixty (60) days proceeding the first day of the new school term. No changes in a teacher’s teaching assignments may be made later than forty-five (45) calendar days preceding the commencement of the next school term unless mutually agreed upon by the teacher and the Board. The teacher affected by such an unexpected change will be notified of the proposed changes as soon as the district becomes aware that the changes may become necessary.
- 3.4.1** Teachers will be notified of their extra duties for the upcoming year at the same time as their teaching assignment notification.
- 3.5** Transfers – In the event changes in excess of fifty percent of a teaching assignment, which requires a change in certification area, grade level, or building are necessary, all volunteers shall first be considered. In the case of an involuntary change, the Association and any teacher affected shall be notified in writing within five (5) calendar days of the knowledge of such a change. Upon request of the teacher and/or the Association, the changes shall be promptly reviewed between the Superintendent or his/her representative, the teacher affected and a representative of the Association. Any teacher affected by involuntary transfer shall be released from his/her contract at the teacher’s request. The teacher may request a leave of absence not to exceed one (1) year.
- 3.6** Pupil Problems – The parties agree that the employee has the primary responsibility for the maintenance of the discipline within the classroom. The Board, however, recognizes its responsibility to support and assist the employee in the maintenance of control and discipline in the classroom.
- 3.7** Notification of Vacancies –
- Notices of all vacant positions shall be posted in the teacher’s lounge or work area of each building during the school year as soon as the Superintendent becomes aware of the vacancy.
 - When school is not in session, a written notice of all vacant positions in the district shall be mailed to the Association president’s home address, to any teacher who has notified the

Superintendent in writing of his/her interest in a voluntary transfer, and to any teacher who has the appropriate qualifications to fill the vacant position.

- Staff will have ten (10) working days to respond to the notices of vacancy before the notice will be made public.
- Nothing in section 3.7 will restrict the Board's right to publicly post any vacant position.

Whenever a vacancy occurs, a teacher may submit a written request for a voluntary transfer to the Superintendent or building principal. If a written request is given by a teacher, he/she will be assured consideration by the Superintendent before the position is officially filled by the Board of Education. The Superintendent, upon request from a teacher, will provide the reason(s) as to why the teacher was not transferred to the vacant position.

ARTICLE IV EMPLOYEE EVALUATION

- 4.1** Evaluation – Teacher evaluation shall be done in accordance with Article 24A of the school code, using and evaluation instrument developed by the Association and the District.

ARTICLE V EMPLOYER TERMINATION OF TENURED TEACHER

- 5.1** The termination of tenured personnel will be in accordance with the School Code of Illinois and other state and federal laws.

ARTICLE VI EMPLOYEE COMPENSATION AND FRINGE BENEFITS

- 6.1** Full Experience Credit – The employee shall be awarded full credit for teaching experience outside the District. A teacher who has taught ninety (90) or more days in the South Central School District will be granted one year of service on the salary schedule. The district will not honor any fraction of years of service outside the district to be used as credit for movement on the salary schedule.
- 6.2** School Year – Salary Schedule –
- a. salary shall be as set forth. The schedule shall be based on a one hundred eight-five (185) day school calendar. (180 working days.) See schedule attached to this agreement.
 - b. See attached MOU concerning Tier 1 1% reduction.
 - c. the district will notify each teacher, in writing, of the entire amount of the pay to which they are entitled including any agreed upon supplemental duties for each school year no later than the first Friday in September, or September 13th, whichever is closer to the first payday of that school year. A new statement must be prepared for any teacher whose regular or supplemental duties change over the course of the year and presented to the teacher in a timely fashion.
- 6.3** Payroll Installments – Each employee shall be paid on the basis of 18 or 24 equal payments. Further, the Board agrees to make automatic payroll deposit available as an option to teachers to the banking institution of the teacher's choice.

- 6.3.a Payroll Installments will be made on a twice a month basis on the 5th and 20th of each month (or similar dates to be agreed upon between the Association President and Superintendent in consultation with the district bookkeeper at least three months prior to the first paycheck of the new school year). If the payday falls on a holiday or on a day on which the district office would normally be expected to be closed, the payments will be made on the last working day prior to the regular payday.
- 6.3.b All certified staff hired after May 31st, 2008 must arrange for direct deposit of their paychecks in the institution of their choice unless agreed upon in writing by the teacher and superintendent.
- 6.3.c The district will be held responsible and pay any fees or penalties accrued by an employee due to an error on the part of the district which results in missing the agreed upon deposit date for any direct deposit account.
- 6.4 Supplemental Jobs –
- a. Added to Salary Schedule – The supplemental pay schedule shall be as set forth. Supplemental jobs are defined as any assignments that are in addition to the normal work schedule and/or that exceed the normal workday. These assignments may be made only with the consent of the employee.
- b. The Board and Association agree that Supplemental positions should have a job description associated with them which outlines many things including, but not restricted to, hours of involvement and duties associated with the activity. In order to help sponsors and coaches understand their responsibilities and to make sure people doing similar work receive comparable remuneration, the Association and the Board agree to develop a job description for each extra duty, or Supplemental position. The creation of these job descriptions will be completed by the coaches or sponsors involved, the Athletic Director and/ or principal of the building where the activity is performed, and by a member of the Association. Once completed, the descriptions must be reviewed and accepted by the Superintendent and Association president. The job descriptions will then be added as amendments to this contract. Any changes in the supplementary salary schedule that may become apparent can be negotiated by mutual consent of the Board and the Association after the job description is adopted into the contract or as part of the normal contract negotiation process once this agreement expires.
- c. The Board and Association further agree to add Temporary Administrator stipend of \$50 per day. If the temporary duty is less than an entire day, the stipend will be prorated to the appropriate number of hours for that occurrence. A description of Temporary Administrator is any teacher who is asked to fulfill the duties of a building or district administrator when that administrator is out of the building.

The Board and Association further agree to review and revise if appropriate the salary structure for the Drivers Education instructor as part of the job description development.

The Board and Association further agree to set the mileage reimbursement rate to that which the State of Illinois allows at the time the mileage was driven. (See: “State of Illinois Governor’s Travel Control Board Travel Guide for State Employees”)

The Board and Association further agree that should it become necessary to implement the recommended (but not mandatory) practice of assigning new teachers a mentor selected from the current certified teaching staff that the supplemental salary for the mentoring position will be opened for negotiation. It is further agreed that no administrator can assign a teacher the duties of a mentor until a suitable salary for mentoring has been agreed upon by the president of the Association and the Superintendent.

The Board agrees to reimburse teachers for mileage and overnight hotel cost when attending meetings/seminars/workshops that provide CPDU's when approved by the administration.

6.5 Supplemental Jobs – Payroll Procedures – Supplemental pay shall be added to the employee's salary and shall be paid as agreed to by the employee and the Board.

- a. Increase in extra duty pay as followed by new schedule. If an assistant coach, a coach for JV level, or a cosponsor cannot be found then the head coach or sponsor may be entitled to receive one half (1/2) of the assistant's pay in addition to the head coach's salary. If a co-sponsor or assistant can not be found for the Supplemental Jobs, the remaining coach/sponsors for that position will split one half of the missing co-sponsor's or assistant's salary in addition to their regular sponsorship salary.
- b. When the budget allows the board will give priority consideration to reinstatement of items/programs such as academic clubs, sponsor stipends and funded academic fieldtrips before other programs in the district.
- c. Filling vacancies for assistants. For each season or year that an assistant coach, JV level coach, or cosponsor is deemed necessary every attempt will be made to fill the position. If the position had been unfilled from the previous year/season it will be posted as vacant first to South Central certified staff, then at large to the public.

6.7 INSURANCE

1. Board Payment:

For the 2014/2015 through 2016-2017 contract years, the Board shall pay \$275/month toward the district's group health insurance program for each participating employee. If the individual premium amount is greater than \$275/month, the Board will pay 50% of the difference between the new premium and \$275/month.

Example: If the new premium is \$300/month, the Board would pay
 $\$275 + (.75 \times (\$300 - \$275))$ or $\$12.50 = \$282.50/\text{month}$.
The employee would pay \$12.50 per month.

If the premium amount for the participating employee is less than \$250/month, the Board will pay UP TO the premium amount. (The Associations agreement to this is dependent upon agreement to an acceptable salary and supplemental pay scale.)

2. Any employee hired before June 1, 2000, who is a participant in another health insurance plan, shall be entitled to \$1,500 per year in lieu of the district's health insurance program.
3. New employees hired after June 1, 2000 shall no longer be offered a cash option in lieu of insurance payment.
4. The Board shall purchase \$30,000 of life insurance for each employee.
5. Employees retiring from District #401 may remain with the District's health insurance group until age 65 providing they pay all premiums.

6.8 Advanced Studies –

1. Personnel wishing to work toward advanced degrees in their teaching fields will be reimbursed for tuition payments. The maximum amount reimbursed will be 75% of Eastern Illinois University tuition rates at the time the classes are taken. Tuition will be reimbursed as the completion of 16 hours and at the completion of the Masters Degree.
2. An employee who receives tuition reimbursement from the district must remain on staff a minimum of three full school years or be required to repay the district for the cost of the last year of course work reimbursed by the district at Eastern Illinois University rates.
3. Course work or graduate courses in an education field other than that of the teaching duties of a teacher must have prior written approval of the Superintendent in order to receive reimbursement. The employee must remain on staff a minimum of one full school year or be required to repay the

district for the cost of the last year of course work reimbursed by the district at Eastern Illinois University rates.

4. Course work taken for Administration certification which is to be reimbursed by the district must have prior written approval of the Superintendent. An employee taking Administration classes must remain on staff a minimum of two full school years after completing the classes or be required to repay the district at Eastern Illinois University rates for the cost of the last two years of course work reimbursement toward Administration classes taken.
5. A graduate credit form must be filed with the unit office that lists the course work for any advanced degree for which the district is providing reimbursement. Appropriate forms of intent to take advanced work are available at the unit office.

6.9 Retirement Incentive Plan

Eligibility

To be eligible for any of the following Plans, an employee must meet the following requirements:

1. Be at least sixty (60) years of age by the last day of service in the District; or
2. Be at least fifty-five (55) years of age with thirty-five (35) years of creditable service as defined by the Illinois Teacher Retirement System by the last day of service in the District.

The District may require proof of eligibility.

Definitions

For purposes of this Article, nonexempt TRS creditable compensation (earnings) shall be defined by TRS rules and include (but are not limited to):

- Salary for regular contractual teaching duties
- Wages for substitute teaching
- Wages for homebound teaching or tutoring
- Earnings for extra duties performed that relate to teaching or supervision of students, and other assignments related to the academic program
- Earnings for summer school
- Bonuses
- Contributions to qualified plans eligible for tax-deferral under the Internal Revenue Code, Sections 401(a), 403(b), and 457(b)
- Contributions to flexible benefit plans
- Salary or back wage payments resulting from contract buy-outs, labor litigation, and settlement agreements

Once an employee meets the threshold eligibility requirements as stated above, the employee must retire by the close of the school year that he/she first gains eligibility. The employee must submit his/her irrevocable letter of resignation/retirement to the Board of Education by June 1 of the school year prior to his/her retirement under the one (1) year plan, by June 1 two (2) years prior to his/her retirement under the two (2) year plan, by June 1 three (3) years prior to his/her retirement under the three (3) year plan, and by June 1 four (4) years prior to his/her retirement under the four (4) year plan. **AN EMPLOYEE WHO BECOMES ELIGIBLE CANNOT DEFER ELIGIBILITY TO A FUTURE DATE. ELIGIBILITY OCCURS ONLY ONCE.** Failure to retire at the close of the school year the employee first gains eligibility will forever foreclose the teacher from the benefits of this Retirement Incentive provision for the remainder of the employee's employment with the District.

Once an irrevocable letter of retirement is submitted, the employee will not be assigned any additional extra-duties or TRS reportable duties not currently being performed without the consent of the employee.

If after submitting an irrevocable letter of retirement, the employee resigns from, is removed from or does not perform duties for which the employee was compensated the previous year (i.e., Schedule B, extended contract and/or stipends), the employee's nonexempt TRS creditable earnings will be adjusted accordingly.

Example: The employee's nonexempt TRS creditable earnings from the 2010-2011 school year were \$43,000.00, of which \$3,000.00 was compensation for coaching basketball in 2007-2008. Under the employee's retirement plan, he/she would be scheduled to receive \$45,580.00 nonexempt TRS creditable earnings for the 2011-2012 school year (i.e., \$43,000.00 x 1.06 = \$45,580.00). However, the employee resigns from his/her coaching position before the start of the 2011-2012 school year. The employee's nonexempt TRS creditable earnings for the 2011-2012 school year will be \$42,400.00 (i.e., \$40,000.00 x 1.06 = \$42,400.00) rather than \$45,580.00.

In the event an employee has submitted his/her timely irrevocable letter of retirement but fails to meet the eligibility requirements because of illness or life changing circumstances, the Board, in its sole discretion, may allow the employee to rescind his/her letter of retirement, provided the employee returns to the Board any nonexempt TRS creditable earnings paid to the employee in excess of the amount the employee would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.

If legislation is enacted and/or administrative rules are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, the provisions relating to such benefits shall be null and void.

Limitation on TRS Nonexempt Creditable Compensation

When an Employee has thirty (30) years of TRS creditable service, the Employee's nonexempt creditable TRS earnings, irrespective of form and no matter how arising, and whether or not arising under this collective bargaining agreement, shall not exceed the amounts specified hereinafter.

No Employee's nonexempt creditable TRS earnings shall increase from one school year to the next by more than six percent (6%) or be otherwise increased so as to create liability on the part of the Board or District for any portion of an Employee's retirement annuity, or result in any District or Board-paid penalty or fee to TRS.

- 6.10 National Board Certification – Any employee who achieves National Board Certification shall receive a stipend of \$2,000 per year.
- 6.11 T.H.I.S. Payment – The district shall pay the ½ of 1% Teacher's Health Insurance System Payment on behalf of the employee.
- 6.12 ERO Criteria – To be eligible for ERO retirement, an employee must meet the following requirements:
 - 1. Be at least 58 years of age;
 - 2. No more than one employee per year may be eligible to take ERO retirement. The Board reserves the right, at its sole discretion, to waive this requirement.
 - 3. In the event that more one employee per year seeks ERO retirement, eligibility shall be based on seniority within the district. In the event of equal seniority, then eligibility shall be chosen by lot.

ARTICLE VII LEAVES

- 7.1** Sick Leave – Sick leave shall be determined by the maximum amount allowed by TRS, and may be used in 1/8 day increments.
- 7.1.1** Each teacher shall be entitled to the following normal annual allotment of sick leave:
Each teacher who works a nine-month work year shall be entitled to fifteen (15) days of sick leave. Each teacher who works a ten-month work year shall be entitled to sixteen (16) days of sick leave. Each teacher who works an eleven-month work year shall be entitled to seventeen (17) days of sick leave. Each teacher who works a twelve-month work year shall be entitled to eighteen (18) days of sick leave.
- 7.2** Personal Leave – Two (2) personal leave days shall be granted to employees. At least one (1) day's notification is required by the employee in order to use this benefit. Payment equal to substitute pay will be made to a teacher for personal days not used or they may turn these days in for two (2) sick leave days. In addition any teacher who has ten consecutive years in district will receive one additional personal leave day for a total of three. Any teacher who has 20 consecutive years in the district will receive and additional personal leave day for a total of four. Personal leave may be used in 1/8 day increments.
- 7.2a** Employees may no longer use unpaid or dock days to extend vacations.
- 7.3** Family Medical Leave – The District follows FMLA law per IASB policy 5.185 as part of the districts ratified Board of Education policies.
- 7.4** Leave of Absence - Tenured teachers may be granted a leave of absence, without pay, for one (1) year. Such leave should be in the best interest of the district and will not result in a teacher's loss of tenure. Each written request for a leave of absence will be considered by the Board of Education on an individual basis. Such employee may receive continued insurance benefits if they so desire at their own expense.
- 7.5** Borrowing of Sick Days - The Board agrees to the loaning of five (5) sick days in advance, only to tenured teachers, with the approval of the Superintendent. If a tenured teacher leaves owing the district any sick days, cost of days will be deducted from the last paycheck at a rate of the substitute teacher pay in the school year the sick leave days were used.
- 7.6** Bereavement Days – The Employee shall be granted three (3) days per incident for leave connected with the death of a spouse, child, parent, grandparent, grandchild, step-children, step-parent, parents-in-law, daughter/son-in-law, siblings, brother/sister-in-law, and other members of the bereaved support family, two (2) days for uncles, aunts, cousins, nieces, and nephews. Bereavement days may not accumulate. If additional days are needed, sick days may be used.

**ARTICLE VIII
GRIEVANCE PROCEDURE**

- 8.1 Definitions:
- a.** Any claim by the Association or any employee, or group of employees, that the rights of employees have been impaired shall be a grievance.
 - b.** All time limits shall consist of school days when school is in session. If a grievance is filed during the last ten (10) days of the school term the time limits shall consist of weekdays.
- 8.2 Procedures - The Board and the association agree that it is usually most desirable for the employee and the principal to resolve problems through informal communications. If, however, the informal process fails to satisfy the employee, a grievance may be processed as follows:
- a. Step I**

The employee or the Association may present the grievance in writing to the principal, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant's representative, the employee, and the principal shall be present for the meeting. Within five (5) days of the meeting, the Grievant shall be provided with the principal's written response, including the reasons for the decision.
 - b. Step II**

If the grievance is not resolved at Step I, then the employee or the Association may refer the grievance to the Superintendent within ten (10) days after receipt of the Step I answer. The Superintendent shall arrange with the Grievant for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors, as it deems necessary. Within ten (10) days of the meeting, the Grievant shall be provided with the Superintendent's written response, including reasons for the decision.
 - c. Step III**

If the Grievant is not satisfied with the answer at Step III, the Grievant may submit the grievance to the Board of Education within fifteen (15) days, to be discussed at the next regular board meeting. Within five (5) days of the meeting, the Grievant shall be provided with the Board's written response, including reasons for the decision.

 - 1. The Grievant may request a closed session hearing.
 - 2. Neither the Board nor the Grievant shall be permitted to assert any grounds or evidence, which was not disclosed to the other party forty-eight (48) hours previously.
 - d. Step IV**

If the Association is not satisfied with the disposition of the grievance at Step III the Association may submit the grievance to final and binding arbitration under the Voluntary Arbitration Rules of the American Arbitration 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 III answer, the grievance shall be deemed withdrawn.

- 8.3 Class Grievance - Class grievance involving one or more teachers or one or more supervisors, the grievances involving an administrator above the building level may be initially filed by the Association at Step II.
- 8.4 Association Participation - The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, if desired by the Grievant, and no employee shall be required to discuss any grievance if the Grievant's representative is not present.
- 8.5 Board – Administration – Association Cooperation – The Board and the Administration shall cooperate with the Association. The Association shall cooperate with the Board and Administration in the investigation in any grievance.
- 8.6 No Reprisals Clause – No reprisals shall be taken by the Board or the Administration against any employee because of the employee's participation in a grievance.
- 8.7 Filing of Materials – All records related to the grievance shall be filed separately from the personnel files of employees.
- 8.8 Grievance Withdrawal – A grievance may be withdrawn at any level without establishing precedent.
- 8.9 No Written Response – If no written decision has been rendered within the time limits indicated by a Step, the grievance may be processed to the next Step.

**ARTICLE IX
NEGOTIATIONS PROCEDURE**

- 9.1** The parties shall commence bargaining for a successor agreement on or before June 1 and shall bargain as per the Illinois Education Labor Relations Act and its Rules and Regulations.
- 9.2** It is agreed that the parties will jointly request the Federal Mediation and Conciliate-Service (FMCS) if either party to this agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussion as to a replacement. In the event the parties cannot agree upon a replacement, the Illinois Education Labor Relations Board shall be notified.

**ARTICLE X
EFFECT OF AGREEMENT**

- 10.1** Complete Understanding – The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written consent of the parties.
- 10.2** Incorporation of Board Policies – The existing policies and procedures of School District #401 and hereby incorporated into this Agreement, provided that new policies and procedures may neither countermand nor be contrary to the other terms and conditions of this Agreement.
- 10.3** Individual Contracts – The terms and conditions of the Agreement shall be reflected in the individual contracts or employment agreements.
- 10.4** Savings Clause – Should any article, section, or clause of the Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement at the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.
- 10.5** Inclusions – The parties agree that applicable Illinois statutory and case law and Constitution of the United States and the State of Illinois are hereby incorporated into this agreement.
- 10.6** No Strike – The Association agrees that it will not during the period of this Agreement, directly or indirectly, engage in or assist in a strike.
- 10.7** Term of Agreement – This Agreement shall be in full force and effect on August 18, 2017 and continue in full force and effect until the implementation of the succeeding Professional Agreement between the South Central School Board and the South Central Education Association, except that this Agreement shall be reopened in May 2015 by the Board of Education for the purpose of bargaining only salary for the 2015-16 and 2016-17 school years.

Appendix A

It is agreed that the limitations set forth in the appendix will only be in affect if, and only if, changes in State legislation or TRS rules put the district in jeopardy of paying penalties for exceeding those rules or legislative caps.

Limitation on TRS Creditable Compensation

The purpose of this section entitled "Limitation on TRS Creditable Compensation" is to avoid in all circumstances any payment by the District of a board-paid penalty or fee to TRS, or any board or district liability to fund any portion of a teachers TRS annuity due to increase in compensation from one year to the next. This section does not apply to teachers who are not eligible for TRS annuity (whether or not they apply) and could not under any circumstances become eligible for TRS annuity within five years of the end of the school year in which the compensation is earned.

No teacher's creditable TRS earnings from employment in this school district, irrespective of form and no matter how arising, and whether or not arising under this collective bargaining agreement, may exceed the amounts specified here.

No teacher's TRS creditable earnings from employment in this school district, including but not limited to:

Vertical and horizontal salary schedule movement

- o Stipends
- o Salary increases
- o Retirement incentives
- o Extra-duties
- o Changes in position or
- o Section 125 plan or flex plan benefits or contributions

shall increase from one school year to the next by more than six percent (6%) or be otherwise increased so as to create liability on the part of the board or district for any portion of a teacher's retirement annuity, or result in any district or board-paid penalty or fee to TRS. If the sum or percentage amount which triggers any obligation for the district or board to pay additional amounts to cover all or part of a teacher's retirement annuity or cover any board or district paid penalty or fee to TRS decreases, then the maximum of the teacher's creditable TRS earnings from employment in this school district shall similarly decrease so as to avoid any board or district paid penalty or fee.

Even if another provision of this collective bargaining agreement would otherwise provide, in the event a teacher's TRS creditable earnings would increase by more than six percent (6%), or any such lesser amount that would trigger a district-paid penalty or fee to TRS due to salary increase in any year over a prior year, that teacher shall receive only the maximum increase to TRS creditable compensation allowed under this provision.

Should the payment to any retiring teacher of a teacher's Retirement Bonus/Upgrade under Paragraph 6.9 of this Agreement cause a teacher's TRS creditable earning to increase more than six percent (6%) or any such lesser amount and thereby trigger a district-paid penalty or fee to TRS due to salary increase in any year over a prior year, then that teacher will be entitled to receive the excess of such bonus/upgrade which exceeds the cap described hereinabove in his/her payment under Paragraph 6.9) within 30 days after the teacher's last day of work or the last paycheck, whichever is later.

In witness thereof:
For the SOUTH CENTRAL EDUCATION
ASSOCIATION, IEA-NEA

For the SOUTH CENTRAL
UNIT DISTRICT #401
BOARD OF EDUCATION

President Date

President Date

Secretary Date

Secretary Date

MEMORANDUM OF UNDERSTANDING
REGARDING PENSION CONTRIBUTION

Article VI Section 6.2.b of the collective bargaining agreement provides as follows:

The Board agrees to pay the TRS withholding for each certified teacher each year up to an 11% cap. The value of the cap will be reviewed at the end of each contract cycle.

Since the aforesaid provision was drafted, the General Assembly has enacted legislation (Public Act 98-599, the "Pension Reform Act") which reduces the total employee contribution due to TRS for Tier I teachers from 9.4% of the teacher's salary to 8.4% of the teacher's salary for salary earned on or after July 1, 2014. The parties are aware that multiple lawsuits have been filed, challenging the constitutionality of the Pension Reform Act, the outcome of which challenges is unlikely to be resolved prior to the beginning of the 2014-2015 school year, and that the enforcement of the Pension Reform Act has been stayed by order of Court. Unless and until the Illinois Supreme Court has issued a final decision regarding the constitutionality of the Pension Reform Act, has refused to hear an appeal of a lower court decision regarding the same, or the time for filing an appeal of a lower court decision regarding the same has expired, the Board shall pick up and pay on behalf of each teacher the percentage of the teacher's taxable earnings to TRS as then required by law. In the event the Illinois Supreme Court issues a final decision upholding the constitutionality of the Pension Reform Act, refuses to hear an appeal of a lower court decision upholding the Act's constitutionality, or the time for filing an appeal of a lower court decision upholding the Act's constitutionality has expired, the Board and the Association shall meet and bargain over the disposition of the effect of such ruling.

Dated this ____ day of _____, 2014.

SOUTH CENTRAL
EDUCATION ASSOCIATION

BOARD OF EDUCATION
SOUTH CENTRAL CUSD NO.
401

President

President

Secretary

Secretary

Extracurricular Stipends (all stipends will be paid a percentage based on step zero)

Group 1 12%

H.S. Head Basketball Boys & Girls
H.S. Head Baseball

Group 2 10%

Athletic Directors
H.S. Head Volleyball
H.S. Head Softball

Group 3 9%

H.S. Asst. Basketball Boys & Girls
H.S. Asst. Baseball
H.S. Asst. Softball
H.S. Asst. Volleyball
H.S. Cheer
M.S. Head Basketball Boys & Girls
M.S. Head Volleyball
Band

Group 4 7%

M.S. Head Baseball
M.S. Head Softball
M.S. Asst. Volleyball
M.S. Asst. Basketball Boys & Girls
M.S. Cheer
H.S. Scholar bowl

Group 5 5%

H.S. Asst. Scholar Bowl
Junior Class Sponsor
5 & 6 Cheer
M.S. Yearbook
E.S. Yearbook
FBLA
H.S. Student Council
FCCLA
M.S. Scholar Bowl

Group 5 cont.

Drama
M.S. Asst. Baseball
M.S. Asst. Softball
Art Club
Choir
M.S. Head Track

Group 6 3%

Freshman & Sophomore Sponsor
Science Club
Beta Club
Foreign Language Club
Archery Club
Co-Drama
8th Grade Class Sponsor
SR. Class Sponsor
Asst. MS Track
MS Student Council
Asst. FBLA
Head 5 & 6 Basketball
H.S. Yearbook(if there is no class)

Group 7 1.5%

Asst. Foreign Language
Asst. H.S. Spirit Club
H.S. Spirit Club
Asst. 5 & 6 Basketball
H.S. Yearbook (if there is a class)
Asst. H.S. Yearbook
H.S. Newspaper

Group 8 .5%

National Honor Society

Additional Pay

Middle school:

The head coach of any sport/scholar bowl team that finishes first or second in the state will receive an additional \$250.00.

High school:

The head coach of any sport/scholar bowl team that wins a sectional championship will receive an additional \$250.00

If fall baseball is eliminated during the life of this contract both sides agree to reopen discussion concerning the amount of the stipend paid.