



**AGREEMENT  
BETWEEN THE  
BOARD OF EDUCATION OF  
THE PENNOYER SCHOOL  
DISTRICT 79  
AND  
THE PENNOYER  
EDUCATION ASSOCIATION**

**2014-2017**

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**AGREEMENT BETWEEN THE  
BOARD OF EDUCATION OF THE PENNOYER SCHOOL DISTRICT 79  
AND THE PENNOYER EDUCATION ASSOCIATION**

**PREAMBLE**

This **AGREEMENT** is hereby made and entered into this 13<sup>th</sup> day of May, 2015, by and between the Board of Education of the Pennoyer School District 79, Cook County, Norridge, Illinois (hereinafter referred to as the "Board"), and the Pennoyer Education Association affiliated with the Illinois Education Association – National Education Association, (hereinafter referred to as the "Association").

The prime purpose of the public educational institution is to provide the best possible education to the community it serves. This **AGREEMENT** shall serve to create the finest possible educational climate for improved instruction of students in District 79 (hereinafter referred to as the "District"). The Board and Association agree that they have a common responsibility to work together toward achieving quality education, requiring mutual understanding and cooperation between both the Board and the Association.

The Board, the Superintendent, the Association and its officers and representatives recognize that they all can serve the best interests of public education by establishing procedures that provide for an orderly way to discuss matters of common concern, and to appeal through channels designated in this **AGREEMENT**. Unity and cooperation, as well as an atmosphere of mutual respect and understanding must exist between the Board and the Association in order for a sound educational system to be sustained and further improved upon.

**Article I**  
Recognition

- A. Pursuant to the Illinois Education Labor Relations Act, the Board recognizes the Association as the exclusive representative for all regularly employed full-time and part-time (less than 30 hours) professional employees, as defined in Section 1702(1) of the Illinois Educational Labor Relations Act, excluding the Superintendent, business or financial manager, confidential employees, managerial employees, supervisory employees, secretaries, custodial employees, and maintenance employees.
  
- B. The term, "teacher," when used hereinafter in this **AGREEMENT** shall refer to all employees represented by the Association in the bargaining unit as determined in Article I, Paragraph A above.
  
- C. The board shall issue individual teacher employment contracts to new and non-tenured teachers, provided however, that any such individual teacher employment contract shall contain no term or condition which is inconsistent with the terms and conditions of this **AGREEMENT**.
  
- D. Full-time teachers who replace bargaining unit members during the course of a school term shall be eligible for insurance coverage as provided in Article XI hereinafter, as well as a proportionate allotment of sick and personal leave days based on their initial employment date as provided for in Article V hereinafter, after he/she has been employed as a full-time teacher for a period of no less than thirty (30) days. Regularly employed part-time members of the bargaining unit shall be granted salary, sick leave and personal leave benefits on a pro-rata basis in accordance with the amount of time actually spent on the job.

## **Article II**

### Rights and Responsibilities of the Board

The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Illinois and the United States, including, but not limited to, the rights of the School Boards as provided for in the Illinois School Code (Illinois Revised Statutes). These rights shall include by way of example, but are not limited to the following:

- A. To provide for the executive management and administrative control of the school system and its properties and facilities and the District activities of its employees;
- B. To hire all employees, subject to the provisions of law, to determine their qualifications, and the condition for their continued employment, or their dismissal or demotion.
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all deemed necessary and advisable by the Board;
- D. To determine upon the means and general methods of student instruction and the selection of textbooks and other district-wide instructional programs including any teaching aids incident to such instructional programs;
- E. To determine class schedule, student starting and dismissal times, the hours of student instruction, and the duties, responsibilities, and assignments of teachers and the assignment of other District employees as relates to bargaining unit members, and the non-teaching activities of bargaining unit members within the scope of their employment for the District; and
- F. The Board may adopt rules and regulations not in conflict with the terms of this **AGREEMENT** governing the conduct of teachers provided that any rules and regulations, which affect wages and hours, must be negotiated.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibility, and authority under the Illinois General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any monetary obligation or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

The exercise of the foregoing rights and responsibilities shall be limited only by the specific and express terms of this **AGREEMENT**, and then only to the extent such specific and express terms hereof are not in violation of or contrary to the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

## **Article III**

### Teacher and Association Rights

A. Right of Representation

If a teacher is required to appear before the Superintendent or designee for an investigative meeting, the teacher shall be notified in writing of the general reason for the meeting at least one (1) business day prior to the meeting unless the Superintendent or designee determines that the teacher's continued presence in his/her position would not be in the District's best interests. If the Superintendent or designee determines that the teacher's continued presence in his/her position would not be in the District's best interests, notice to the teacher shall be provided as soon as possible prior to the meeting with the Superintendent or designee. If the teacher feels that his/her appearance before the Superintendent or designee could have some adverse effect on his/her employment, the teacher shall be entitled to have a representative of the Association present if he/she so desires. The Superintendent shall be allowed to have a person of his own choosing from outside of the bargaining unit or a consultant in attendance at any such meeting with a teacher and shall also be allowed to have a secretary/note-taker in attendance at the meeting if the Superintendent so chooses. Both parties will be given prior notification when any person other than the Superintendent and teacher will be present.

B. Teacher Protection

Any case of school-centered assault upon a teacher shall be promptly reported to the Board or its designee. The Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

C. Teacher Personnel File

Each teacher shall have the right, upon written request, to inspect documents in his/her own official personnel file in accordance with the Illinois Personnel Records Review Act.

Any such inspection shall be at an appointed time during regular office business hours and in the presence of a designated employee of the Superintendent or the Board.

A representative may accompany the teacher on such examination. Any disciplinary material placed in the file shall be signed and dated, and a copy shall be given to the teacher or placed in a sealed envelope in the teacher's mailbox before it is inserted in the personnel file. During the summer, no document of a derogatory nature shall be placed in a teacher's personnel file until a copy of the material is first sent to the teacher involved.

No teacher shall remove any material from his/her personnel file; however, the teacher may submit a written statement explaining his/her position to a disputed portion of his/her personnel record. The including of any written statement attached in the record without further comment or action by the Board shall not imply or create any presumption of the Board's agreement with the contents of such written statement. The parties agree that in the event that the Superintendent or the Board determines that the number of inspection requests by any individual or by the Association on behalf of an individual is being abused, the Board shall have the right to restrict such requests to a reasonable number. The right of a teacher to inspect and receive a copy of his/her personnel records does not apply to the exceptions to inspect as provided in the Illinois Personnel Records Review Act.

A teacher shall have the right to place in his/her personnel file letters of commendation if they are received by the District or the teacher in the regular course of business. Copies of any material made by the District office personnel for a teacher will be charged to the teacher at the usual and customary costs.

When the District receives a request for records in relation to an individual teacher contained in the teacher's personnel file under the Freedom of Information Act (FOIA), the District will send written notification to the teacher and the PEA President on or before the day the District responds to the FOIA request. The notification will contain a copy of the FOIA request.

D. Dues Deduction for Association Members

Upon receipt of an appropriate written authorization from an Association member, the Board shall deduct from that Association member's pay his/her current dues for the Association. The Association shall certify to the Board on an annual basis, the amount of uniform dues to be deducted for an Association member. The authorization for dues deduction may be revoked between June 1 and September 1 of each year, upon written notice to the Board and the Association. The Board will notify the Association of the revocation with a reasonable amount of time. All dues deducted by the Board shall be remitted to the Association in accordance with each Association member's authorization, but in no event later than 20 days after such deductions are made. The Association shall indemnify and defend the Board, and any and all of its agents and employees, including but not limited to the Superintendent, and the Board's chief financial officer, and hold them harmless against any and all claims, demands, suits, or other forms of litigation that can or may arise out of, or by reason of, any action taken by the Board or any of its agents or employees for which the Board may be subjected as a result of complying with the provisions in this section. In the event that the Association should fail to fulfill its obligations set out above, the Board shall not be obligated to carry out the terms of this Article.

E. Notice of Assignment

Reasonable effort will be made by the Superintendent and the Board to notify teachers of their grade level and/or subject assignments for the coming school year by June 1 of the preceding school year.

In the event that changes in such assignments are needed at any time after June 1, the teacher affected shall be notified in as reasonably prompt a period of time as is practicable and allowed to resign if the assignment is unacceptable, without the Board's exercising its power under the School Code to seek certification revocation. If the assignment is made after June 1, the Superintendent shall inform the teacher in writing as to the educationally based reason which has resulted in the assignment being made. The reason shall be educationally based and may include but not be limited to a statutory or regulatory change, temporary or permanent teacher shortages, or lack of an equally qualified teacher.

F. Association Administrative Privileges

1. The Association shall be permitted to hold meetings for Association members and/or a reasonable number of IEA/NEA representatives in the school building, provided that such (1) meetings in no way interfere with the instructional or regular educational program; (2) such meeting space is available; (3) in the event that such meetings require additional maintenance or custodial expenses, the Association shall pay any and all such costs; (4) the school facilities may not be used for regional meetings of the IEA; and (5) an Association request is made two (2) days in advance of the meeting to the Superintendent or designee and is approved. To the extent that any non-employee representatives of the IEA/NEA attend a meeting, he/she shall follow the District's access to school property policies and procedures upon arrival and departure.
2. The Association shall be permitted to use the teacher mailboxes and District technology for a reasonable quantity of Association communications to members of the bargaining unit provided such communications are not distributed during working hours and are not disruptive to the educational environment. No Association communications or literature shall be distributed to students of the District. The Association further agrees that neither it nor the teachers shall in any way seek or encourage student involvement in any dispute between itself and the Board or the Superintendent.
3. The Association shall have the right to place a bulletin board in the faculty lounge for the exclusive use of Association officers and members. Such bulletin board shall be the property of the Association and shall be no larger than 4 feet by 4 feet in dimensions. Also, such bulletin board shall be constructed and maintained in a workmanlike manner. The Association shall be responsible for any and all material placed on such bulletin board. Upon the request of the Superintendent, material on the bulletin board will be removed during periods when the faculty lounge is being used for other purposes. If the material is not removed, the Superintendent may remove it and return it to the Association.

G. Association Appearances at Board Meetings

The Association may request of the Superintendent or the Board to place on the agenda at the Board's next regular meeting for consideration any matters brought to the Association's attention, provided that the request to place the matter on the agenda is made of the Superintendent or the Board at least seven (7) calendar days prior to the next regularly scheduled meeting. The request to appear before the Board shall be made only after the issue has been presented by the Association to the Superintendent and cannot be resolved. The Association shall make in advance a written request to meet with the Superintendent. For purposes of this section, no issue may be presented to the Board, which is defined as being grievable under the terms of this **AGREEMENT**, unless it is in the regular course of the grievance procedure set forth hereinafter in Article IX.

H. Copies of Board Agenda

The president of the Association or his/her designee shall receive a notice of any meeting and copy of the agenda of each regular or special meeting of the Board, if there is such, at least twenty-four (24) hours prior to the scheduled time of such meeting. Such notice will be placed in the Association president's school mailbox or sent to the Association president via email.

I. Board Minutes - Association Copies

One copy of all Board minutes shall be emailed to or placed in the school mailbox of the president of the Association as soon as they have been approved. Copies of such minutes shall be available for inspection in the District's offices once approved.

J. Right to Relevant Information

Upon request, and in keeping with the Illinois Freedom of Information Act, the Board shall provide the Association with a copy of regularly prepared public information necessary for negotiation or the processing of any grievance. For illustration purposes only, such information may include the current annual audit, the annual adopted budget, current annual financial reports submitted to the State Board of Education, and register of certificated personnel; provided however, that any costs attributed to the reproduction or preparation of such copies shall be borne by the

Association, and further provided that this section shall not require the Board or the Superintendent and staff to research, assemble, or specially prepare any such data. Cost of copies is five cents per page.

K. New Teachers

Names of newly hired teachers shall be provided to the Association within fourteen (14) days after their employment, if so employed during the school year, or fourteen (14) days after the beginning of the new school year, if hired over the summer.

L. Association Leaves

In the event that the Association desired to send representatives to attend the annual meeting of the state affiliate or to attend other Association business, teachers shall be excused for such purposes for not more than six (6) school days in the aggregate, provided that no one teacher may be excused for more than four (4) days. The Association will promptly reimburse the District for the cost of substitute teachers. A written request shall be made for such absences and submitted to the Superintendent at least ten (10) calendar days in advance, specifying the individual and the precise dates. These days shall not be charged against the teacher's personal business or sick leave days. Additional days may be granted at the discretion of the Superintendent and approved by the Board.

M. Distribution of Agreement

The final **AGREEMENT** shall be prepared by the Board Secretary following ratification by the parties, and shall be available for inspection and copying from the District at five cents per page. The Board will provide the Association with five copies, upon ratification, for members of the Association.

N. Parent Complaints

Any parent complaint deemed by any administrator to justify an investigatory meeting with the teacher shall be brought to the immediate attention of the teacher involved in accordance with Article III, Section A.

When deemed appropriate by the administrator, the following procedures shall be implemented:

1. Conference with the teacher.
2. Conference with the principal, teacher, student and or any other person involved.
3. If the matter remains unresolved, the complaint may be referred to the Superintendent in writing.
4. The Superintendent shall serve as a mediator and will work toward resolving the conflict.

If a reprimand regarding a parent complaint, written by the Superintendent or designee, is placed in a teacher's personnel file, the teacher shall be provided with a copy at the time it is placed in the personnel file.

O. Disciplinary Suspension Without Pay

Disciplinary suspensions without pay shall be for just cause and shall be subject to the grievance procedures of this Agreement.

## Article IV

### Teacher Assignments and Responsibilities

- A. Normally, a teacher shall report to school at 7:45 A.M., and will remain until 3:00 P.M., which is fifteen minutes after the close of the pupil's school day. However, if teaching time is increased, compensation shall be granted to each teacher on a pro-rata basis. However, it is understood that the actual arrival and departure times for teachers will be such as to allow sufficient time for the teachers' professional responsibilities and obligations, including, but not limited to student requests for teacher assistance, scheduled parent conferences, or a reasonable number of staffings or other conferences with other teachers, professionals, or social worker.
- B. All teachers are entitled to a duty-free, uninterrupted, lunch period, as provided in the School Code, and in no event shall such lunch period be less than forty (40) minutes per school day.
- C. Every full-time teacher shall be granted at least one forty (40) minute period of unscheduled and unassigned time per day for professional preparations. Said period of time shall be exclusive of the normally scheduled lunch period. Teachers who receive an excess of eight (8) periods of unscheduled and unassigned time per week shall be subject to assignment of additional duties by the Superintendent for those excess periods. The Superintendent shall advise the Association of the schedule of unscheduled and unassigned time and provide copies of same at the Association's request.
- D. Whenever possible, a substitute shall be provided for all absences of work.
- E. Whenever possible, when the Superintendent or designee is advised of an extended absence, the Superintendent or designee will attempt to find a substitute to be assigned for the entire absence.
- F. The school year in this **AGREEMENT** shall be a period of one hundred eighty-five (185) days. The school year shall be based on one hundred and eighty-five (185) school calendar attendance days for teachers, as indicated by the school master

calendar. In the event that there are unused emergency days remaining at the end of the school year, the Board shall reduce the school year by the number of unused emergency days, but in no event shall such reduction exceed five school days. The master calendar for the District shall not be approved by the Board until the Association has had an opportunity to present its views.

- G. The Superintendent shall meet with Association representatives upon request to review any cases in which the size of a specific class poses a special problem.
- H. Upon prior written approval by the Superintendent or designee and within budget restraints, a teacher may be reimbursed up to One Hundred Dollars (\$100) each school year for instructional materials and supplies that he/she purchases for and utilizes in his/her classroom. To be eligible for reimbursement, a teacher must submit receipts for instructional materials and supplies purchased to the Superintendent or designee in the same school year that the teacher made the expenditure. Reimbursement will be within a reasonable time.

As part of the budget process, Department chairs may provide their recommendation to the Superintendent concerning instructional materials (i.e., books, supplements, etc.) to enhance the curriculum in his/her subject area for use the following school year. The department chairs recommendations shall be advisory only.

- I. Each regular employed teacher shall have access to a desk and chair, and a locked file cabinet.
- J. School faculty meetings shall be scheduled and held on the designated day of each month unless the Superintendent or designee determines that an emergency exists; in which case, additional faculty meetings may be called as required by the circumstances. A second faculty meeting may be scheduled on the designated day of the month, as deemed necessary. Faculty meetings shall normally begin at 3:00 P.M., and shall not exceed one hour in length, unless required by the circumstances. All teachers are required to attend faculty meetings unless prior approval has been given by the Superintendent. Two (2) of the school faculty

meetings per year will occur on early release days to be scheduled. On these early release days, meetings will begin no sooner than fifteen (15) minutes after the students' dismissal time for that day.

- K. Teachers may be required to attend four (4) evening functions for parents and students per school year. Every reasonable effort shall be made to schedule evening functions Monday-Thursday with the exception of the eighth grade graduation and the upper grade dances. In making the assignment for such evening functions, the Superintendent shall consider the number of teachers reasonably necessary to carry out the activity and shall consider that the improvident assignment of teachers may discourage the practice of teachers, voluntarily and without compensation, attending other evening school functions. Where teachers have fulfilled the four mandatory assignments and the Superintendent or designee requires their presence at additional evening functions or it is pertinent to their position, teachers shall be compensated in accordance with the extra duty compensation schedule, **ATTACHMENT "A"**. Selection of teachers for such assignment shall be on an equitable basis.
- L. In order to supervise student teachers or student observers, a teacher must have acquired tenure and received a summative evaluation rating of at least proficient. Teachers shall not be assigned to supervise student teachers or student observers without prior consultation and concurrence of the supervising teacher.
- M. The Superintendent shall meet with an Association representative and the affected teacher to review any case(s) in which Extra Duty responsibility(ies) poses a special problem.

## **Article V**

### Leaves

#### A. Sick Leave

Sick leave shall be granted to all regularly employed, full-time teachers for personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption, on the basis of twelve (12) days at full compensation during each school year of the 2014-2017 contract. For the purpose of this section, "immediate family" shall include parents, spouses (including civil unions), brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. A teacher may request, in writing, the number of sick leave days he/she has accumulated to date.

The Board may require a certificate from a physician licensed in Illinois to practice in all its branches, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such teachers faith, as a basis for pay during leave after an absence of three (3) days for personal illness, or as the Board may deem necessary in other cases. For the use of paid sick leave for adoption or placement for adoption, the Board may require the teacher to provide evidence that the formal adoption process is underway, and such leave is limited to thirty (30) days.

Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions shall be considered as any other medical disability, and the teacher may use sick leave days to the extent that she has them. The use of sick leave shall be limited to thirty (30) teacher attendance days for birth, or the period of disability, whichever is longer. In the case of adoption, the date that the parent obtains the child shall be equated with childbirth and, in accordance with this Section A, a teacher's use of accumulated sick leave for adoption shall not exceed thirty (30) teacher attendance days.

In the event there is a question of the nature and extent of an illness or disability, the Board may require a physical examination by a physician selected by the Board at the District's expense, in order to substantiate the illness or disability. In the event that the opinions of the two (2) physicians are not consistent, the parties will

agree to a third physician to conduct a physical examination at the District's expense, which decision will be binding as to the extent and nature of the teacher's disability at that time.

B. Bereavement Leave

Each teacher shall be entitled to four (4) bereavement days per year, without deduction in pay or sick leave, for death in the immediate family, as defined by the Illinois School Code, or household.

C. Personal Leave

All regularly employed, full-time teachers are eligible for three (3) days for personal leave annually which shall not be deducted from sick leave. In the event that the personal days are not used, they shall be rolled over into each teacher's accumulated sick leave.

Personal leave days are granted to teachers for the specific purpose of conducting business which cannot reasonably be accomplished outside school hours and which requires the teacher to be present. Such days are not accumulative and must be used in the school year granted. Violation by the teachers of the intent of this Article may result in loss of pay and may provide grounds for any other action available to the Board.

Personal days cannot be used immediately preceding or following school holidays or school vacation or recess periods unless the teacher is unable to report for work immediately following said period due to circumstances beyond his/her control. In such situations, the teacher must submit the written application immediately after returning from the leave. In addition, such leave can be granted by the Superintendent or designee for exceptional circumstances upon the written application by the teacher.

D. Education - Personal Leave

Teachers under tenure may be granted leave of absence without pay and other benefits provided for in this **AGREEMENT** for a period of one year for the purpose of continuing their studies or otherwise advancing their professional growth in a

manner, which is judged by the Board to have a direct relationship to their contractual duties with the District. Such leaves of absence may be granted for the following purposes:

1. Graduate study program;
2. Exchange teaching programs in other states, territories, or countries;
3. Foreign or military program;
4. Peace Corps, Teacher Corps, Job Corps, as a full-time participant; or
5. Cultural travel, work, study, or other programs related to his/her professional growth and responsibilities.

A request for leave of absence for advanced study or professional growth must be submitted to the Superintendent by April 1 prior to the school year in which the leave is desired. The Superintendent shall forward to the Board the application, along with his recommendation. Where an initial leave of absence for advanced study or professional growth is granted, the Board may grant an extension or extensions to the leave of absence. The application shall state with specificity the course of instruction or other activities in which the teacher intends to engage.

The teacher on leave shall give the Superintendent notice in writing of his/her intent to resume teaching duties by March 1st of the calendar year in which the leave terminates. Failure by the teacher to give such written notice by March 1<sup>st</sup> shall operate as his/her voluntary resignation from employment with the District effective March 1st of the calendar year in which the leave terminates.

A teacher granted an educational or personal leave may make arrangements to continue health insurance coverage as provided in the **AGREEMENT**, provided further that he/she reimburses the District on a monthly basis the District's costs for the premium for the teacher. Upon return from an educational or personal leave, the teacher may be returned to a position similar to that held prior to the leave.

E. Sabbatical Leave

The Board may grant sabbatical leave after six (6) years of service. Provisions and conditions for sabbatical leave will be in accordance with the School Code of Illinois.

F. Parental Leave

Any regularly employed full-time tenured teacher, upon written request, shall be granted an unpaid parental leave of absence for birth, adoption, or placement for adoption. Application for parental leave shall be made in writing to the Superintendent or designee at least ninety (90) days prior to the anticipated birth of the child, adoption, or placement for adoption.

The regularly employed full-time tenured teacher and the Superintendent or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the particular time factors that pertain. The primary consideration shall be that continuity of instruction for the students be maintained to the maximum possible degree. If the Board is able to employ a fully certified and qualified replacement, the Board shall accommodate a request of the teacher on parental leave to commence or return to duty at a time which would assure continuity of instruction. In no event shall the leave exceed the balance of the school year in which it is commenced and one (1) additional school year. Any teacher who takes parental leave under these provisions agrees that his or her failure to give notice in writing of his/her intent to return by March 1st of the calendar year in which the leave terminates shall operate as his/her voluntary resignation from employment with the District effective March 1st of the year in which the leave terminates. Parental leave shall commence upon exhaustion of any leave granted pursuant to the federal Family and Medical Leave Act for the birth, adoption or placement for adoption and/or exhaustion of any accumulated sick leave granted for such purposes in accordance with Section A of this Article, whichever is later.

The period of parental leave shall be without salary and other benefits.

A teacher on parental leave may continue insurance coverage in the District's insurance program to the extent permitted by the District's health insurance carrier during his/her parental leave but will be required to pay all premiums connected with

the coverage (including any Board contribution toward such premium). All premiums must be paid in advance of the month due.

Anything in this Article to the contrary notwithstanding, a teacher shall not be entitled to a parental leave if previously granted a parental leave by the Board, and she has not returned to full-time employment for at least one (1) full school term since the termination of such prior leave.

A tenured teacher on parental leave will receive credit for vertical movement on the salary schedule with the completion of ninety (90) days of actual service in the school year in which the leave commences.

All sick leave and personal leave benefits shall be calculated on a pro-rata basis for time spent performing professional duties.

Parental leave is granted on the condition that the teacher taking such leave will not utilize this leave period to engage in alternate employment, which is in any way substantially equivalent in either income or career potential to the teacher's teaching position in the District.

Should there be an unsuccessful pregnancy or other extenuating complications, these procedures may be modified by mutual agreement of the teacher and the Board. The Association will be informed of any agreement reached with a teacher.

G. Jury Duty

The District will pay full salary during the time any teacher spends on jury duty or, pursuant to a subpoena issued by the clerk of a court or quasi-judicial agency and served on such teacher, attends as a witness or deponent in any District school-related matter pending in court, provided the teacher remits to the District any reimbursement given to the teacher for such service, excluding costs for legitimate expenses.

H. Active Military Duty

Military leave shall be granted in accordance with applicable state and federal laws. Teachers serving in the military shall provide the District with written verification of their duty assignments.

## Article VI

### Employee Evaluation

- A. The parties agree that the primary objective of the teacher evaluation program is to improve the quality of instruction.
- B. A joint Superintendent-Association committee shall revise the teacher evaluation procedures in order to comply with the applicable provisions of the Illinois School Code concerning the evaluation of teachers, as well as any rules issued by the Illinois State Board of Education implementing such statutory provisions. Any changes in the evaluation procedures are subject to ratification by the Association and the Board.

Teacher Evaluations will be conducted in full accordance with the Pennoyer School District 79 Official Evaluations Procedures. Please refer to Items numbered 1 through 8 on page 1 of the Official Evaluation Procedures for the applicable evaluation procedures.

Should a new teacher evaluation procedure be implemented, the Superintendent or designee shall be responsible for acquainting the teachers with all of the evaluation procedures, standards, and tools to be utilized.

- C. The Superintendent or designee shall be responsible for the administration of the procedure for evaluating teachers.
- D. In the event that the teacher feels his/her formal written evaluation by the Superintendent or his designee was incomplete or unjust, he/she may put objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The teacher involved shall sign the written evaluation, indicating only that he/she has been given the foregoing opportunities.
- E. Payment of Consulting Teachers  
Consulting teachers will receive \$675.00 for the duration of the remediation plan.

## Article VII

### Vacancies and Transfers

#### A. Posting of Vacancies

During the regular school year, the Superintendent shall email teachers all vacancies for full-time positions and extra duties covered by this **AGREEMENT** as soon as practicable. During the summer months, notice of all such vacancies shall be sent via district email.

#### B. Voluntary Transfers

Any teacher who desires a transfer to a different assignment may file a letter with the Superintendent on or before March 1, indicating the nature of the request. The Superintendent will consider the request of a teacher who desires to be transferred to a different assignment. The Superintendent will consider the following factors, without limitation, when filling vacancies: (1) certifications; (2) qualifications, merit, and ability (including performance evaluations, if available); and (3) relevant experience, provided that the length of continuing service with the school district must not be considered as a factor, unless all other factors are determined by the school district to be equal.

## **Article VIII**

### Reduction in Force

When in the judgment of the Board, decline in enrollment, reduction of programs, or any other reason requires reduction in staff among tenured teachers, the relevant provisions of the Illinois School Code or relevant statutes shall govern such reductions.

**Article IX**  
Grievance Procedure

- A. A grievance is any complaint that there has been a violation, a misinterpretation, or a misapplication of any expressed provisions of this **AGREEMENT**. The following matters shall not be the basis for any grievance filed under the procedure outlined in this process.
1. Any claim or complaint for which there already exists other remedial procedures established by law or regulation having the force of law, including the Illinois Teacher Tenure Act, and with respect to which the Association and/or the aggrieved individual chooses to pursue any other available remedial procedure. In spite of exercising rights under their grievance procedure, either party may file a request for the issuance of unfair labor practice complaints by the IELRB.

All time limits referred to in this Article shall consist of working days, except that during summer vacation periods, time limits shall consist of school district office workdays.

- B. A grievance may be initiated by a teacher or by the Association. The procedure for processing a grievance shall be as follows:

**STEP 1:** The grievant may first discuss the matter with the Superintendent with the objective of resolving the matter informally. Nothing contained in this Article of the **AGREEMENT** shall prohibit or prevent the Superintendent or the grievant from having a person of his own choosing from outside of the bargaining unit or a consultant in attendance at any informal or formal step of the grievance procedure.

**STEP 2:** If the grievance cannot be resolved informally, the grievant may file the grievance in writing with the Superintendent within twenty (20) working days from the occurrence of the event giving rise to the grievance. The written grievance shall note all clauses of the **AGREEMENT** which are

alleged to have been violated, and shall state the basic facts of the claimed violation. The Superintendent shall answer this grievance in ten (10) working days in writing, submitting a copy to the teacher and the Association representative.

**STEP 3:** If the grievant disagrees with the decision of the Superintendent, he/she shall notify the Superintendent in writing within ten (10) working of the date of receipt of his/her desire to have the grievance processed to the Board for a decision. The Board shall meet within twenty (20) working days of receipt of the grievance. The parties to the grievance shall be allowed to present witnesses and have attorneys present before the Board, as deemed necessary. The Board shall provide the grievant with its written response within ten (10) working days of the meeting.

If the grievant does not agree with the Board's decision, the Association may request a final and binding arbitration for the grievance within fifteen (15) working days from the day of receipt of the Board's decision. Failure to request arbitration within the time limits specified herein shall be deemed a withdrawal of the grievance.

- C. The parties agree to use the services of the American Arbitration Association or the FMCS. The arbitrator shall resolve all grievances on the basis of the **AGREEMENT** under which the alleged violation occurred, and shall have no power to make any decisions which would be contrary to, inconsistent with, or a modification of the terms of this **AGREEMENT** including but not limited to Article II or contrary to the specific content of the applicable law.
- D. Expenses for the arbitrator's services shall be borne equally by the District and the Association.
- E. No teacher shall be required to discuss any written grievance in the absence of a representative unless the teacher so desires.

- F. When a teacher is not represented by the Association, the Association shall be given an opportunity to be present during the final resolution of the grievance in order to insure that such resolution is not inconsistent with the terms of this **AGREEMENT**.
  
- G. No reprisals of any kind shall be taken by the Board, the Superintendent, or the Association against a teacher because of his/her participation in this grievance procedure. The time limits set forth for any step of this grievance procedure may be waived by mutual written consent of the parties to the **AGREEMENT**.
  
- H. This grievance procedure is designed to insure adequate consideration and appropriate solution of grievances. Nothing in the procedure should be construed to inhibit the continuation of rapport and informal discussion between teachers, the Superintendent, and the Board.

**Article X**  
Teacher Compensation

A. Compensation Table and Payment

1. Teacher compensation for the 2014-15, 2015-16, and 2016-17 school years shall be paid in accordance with the attached tables. See **(ATTACHMENT "B")**
2. All salaries shall be paid on the fifteenth (15th) and thirtieth (30th) day of each month. If the fifteenth (15th) or the thirtieth (30) day of the month falls on a Saturday, Sunday or during a holiday period, checks shall be issued on the last working day prior to the scheduled payday.
3. When administratively practicable, any deductions resulting from absences shall be made from the check issued for the pay period following the pay period in which the absence occurred.
4. Upon initial employment, the Board may grant a newly hired teacher credit for prior teaching experience for placement on the salary schedule. No newly hired teacher shall be granted more than five (5) years of experience unless the position sought to be filled is a hard to fill position in which case the Board and/or Superintendent shall determine, in its sole discretion, the experience credit to award to the new hire.

B. Reimbursement for College and/or University Credit Hours

If the Board of Education, through the Superintendent, requires a teacher to take additional courses or workshops the cost will be reimbursed at 100% and that cost will not be included in the amount for the year for all certified teachers. For the purpose of this section "requires" shall mean being directed in writing to take a course or workshop.

C. Workshop Credit

Teachers may attend workshops, conferences, book fairs, and seminars on other than released time when invited to do so and pre-approved by the Superintendent. A teacher who attends an approved activity shall be entitled to reimbursement for transportation, reasonable meal costs and registration fees.

D. Change of Classification

1. Pre-approval

Pre-approval for pursuing a course must be sought before the course is to begin. The pre-approval form duly executed by the teacher and signed by the Superintendent, is the only official document required in order to be considered for the school plan.

2. Course

A course to be pursued is to be related to the teacher's assignment or for improvement of teaching methods or techniques.

3. Proof

Proof of satisfactory completion of the requirements must be received in the school office within a reasonable amount of time from the course completion date. Such proof shall be an official transcript or a letter from the school registrar indicating the date the requirements were completed.

4. Change of Salary and Lane

Change of salary and lane will become effective on August 31<sup>st</sup> and/or January 31<sup>st</sup> if the above requirements are met in full. If a delay occurs, beyond the control of the teacher, final change of salary and lane may be delayed accordingly. For a lane change to become effective on August 31<sup>st</sup>, proof of satisfactory completion must be received in the school office by August 31<sup>st</sup>. For an effective date of January 31<sup>st</sup>, proof must be received by January 31<sup>st</sup>.

E. Professional Growth

1. Each teacher shall be allotted two (2) days for workshops per year.
2. Each full-time teacher shall be provided with an annual allotment of up to \$1,000.00 for tuition reimbursement towards approved workshops and/or classes. Part-time teachers will receive a prorated amount based on their full-time equivalency. For example, a part-time teacher with a .4 FTE teacher will receive an allotment up to \$400. All workshops and classes must be pre-approved by the Superintendent. All workshops and/or classes must be directly relevant to the subject matter and/or grade level taught by the requesting teacher. Teachers must submit a request for approval which must explain how attendance at the workshop/class will improve instruction/District initiatives and how the requesting teacher will share the information with his/her colleagues. Upon completion of the workshop or class, the teacher will share what he/she learned from the workshop and/or class with his/her peers. Teachers will be reimbursed for successful completion of an approved workshop or class within thirty (30) days of submitting a transcript that shows the teacher received a grade of B or better for the workshop or class. The teacher's sharing of the information must be made within thirty (30) days of submitting his/her transcript. Audited and pass/fail coursework will not be considered for reimbursement. For any approved classes or workshops completed during the term of this 2014-2017 Agreement, if a teacher successfully completes any workshops and/or classes in one school year, the costs of which exceed the teacher's annual reimbursement allotment as set forth above, that teacher may carry over the unreimbursed tuition costs to the following school year for reimbursement from the following school year's annual reimbursement allotment.
3. Any tuition reimbursement money not used during the course of a fiscal year of the annual pool ( $\$1000.00 \times \text{number of teachers} = \text{annual pool}$ ) will be distributed amongst teachers who have taken graduate level courses or courses that relate to the fields to which they instruct during that fiscal year whose cost exceeded their annual reimbursement allotment. As mentioned

above in paragraph #2, all classes must be approved by the Superintendent. Teachers will be required to submit a bill to the Superintendent to be eligible to receive the additional reimbursement set forth in this Section 3. If the remaining money in the pool is not enough to cover all who submit for additional reimbursement, the funds remaining will be divided based on the percentage submitted to the total submitted (See below for example). If there is money remaining in the annual pool after the additional reimbursements, such monies will be carried over to the following school year's pool.

### Reimbursement Calculation Example

Pool	31,000.00
Individual \$1000 payouts	23.5
Total Paid out before additional reimbursements	23,500.00
Balance remaining	7,500.00

Teachers submitting for additional reimbursements:		Percentage of total submitted	Allocated based on percentage
Teacher 1	300.00	3.0%	222.77
Teacher 2	300.00	3.0%	222.77
Teacher 3	300.00	3.0%	222.77
Teacher 4	600.00	5.9%	445.54
Teacher 5	600.00	5.9%	445.54
Teacher 6	700.00	6.9%	519.80
Teacher 7	550.00	5.4%	408.42
Teacher 8	500.00	5.0%	371.29
Teacher 9	600.00	5.9%	445.54
Teacher 10	750.00	7.4%	556.93
Teacher 11	650.00	6.4%	482.67
Teacher 12	625.00	6.2%	464.11
Teacher 13	525.00	5.2%	389.85
Teacher 14	550.00	5.4%	408.42
Teacher 15	450.00	4.5%	334.16
Teacher 16	400.00	4.0%	297.03
Teacher 17	400.00	4.0%	297.03
Teacher 18	400.00	4.0%	297.03
Teacher 19	400.00	4.0%	297.03
Teacher 20	500.00	5.0%	371.29
Total submitted for additional reimbursement	10,100.00	100%	7,500.00

## **ARTICLE XI**

### Fringe Benefits / Insurance

#### A. Insurance Coverage

##### 1. Life Insurance

Term Life Coverage shall be in accordance with the policies of the current carrier in effect as of the execution date of this **AGREEMENT**. The Board shall pay the premiums for term life insurance for coverage in the amount of \$40,000 for each teacher.

##### 2. Accident and Health Insurance

Major medical and hospitalization insurance shall be in accordance with the policies of the current carrier in effect as of the execution date of this **AGREEMENT**. The Board shall pay only the premiums for major medical and hospitalization insurance for regularly employed full-time individuals covered by the terms of this **AGREEMENT** and subject to present policy provisions in the following manner. The District shall pay, except as provided in Article XI (A)(4), for individual coverage for all full-time teachers who are employed by the District for the duration of this **AGREEMENT**. Spouse and dependent coverage is available to any employee, if desired; the total cost of which shall be borne by the employee.

##### 3. Dental Insurance

Dental insurance shall be provided in accordance with the policies of the current carrier in effect as of the execution date of this agreement.

##### 4. Cost Provisions

The Board will pay monthly up to \$769.00 in the 2014-2015, 2015-2016 and 2016-2017 school years toward a teacher's individual's life, accident, health, and dental insurance costs for the length of this contract.

Also, beginning no later than January of 2012 and annually thereafter during the term of this Agreement, the Board will allow teachers to opt out of the

District's health and dental insurance plan. Teachers who opt out will be paid \$1000.00 in cash in lieu of the District provided health and dental insurance benefits.

5. Revision and Changes

The Board shall have the right to change insurance carriers or otherwise provide for the coverages as set forth in this Article, as long as the level of benefits is the same or substantially better than the current insurance policy. The Board will annually review and market the existing insurance policies, which will benefit all parties involved. Before the Board changes insurance carriers or otherwise provides for coverage, the Association shall be given advance notice in as reasonable a time as possible, copies of all correspondence relative to premium, coverage or benefit changes to the current carrier's policy, as well as an opportunity to present its views on any such proposed changes.

6. Health Insurance Reopener

The Board and the PEA agree that at the time this 2014-2017 Agreement was being negotiated, the laws, rules and regulations surrounding the provision of health insurance by employers were in flux. Therefore, the parties agree that either party may request to, and if so requested, shall reopen Article X.I(A)(4) of this Agreement due to changes and/or interpretations of the *Internal Revenue Code* or other laws affecting the provision of insurance benefits, or rules and regulations thereunder. Such request to reopen shall be made in writing.

## **Article XII**

### No-Strike Provision

- A. In conformity with Section 10(c) of the Illinois Educational Labor Relations Act, during the term of this **AGREEMENT**, neither the Association nor any teacher, for any reason, will authorize, institute, aid or engage in a concerted deviation in previous teaching procedures, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the District.
  
- B. The Association agrees to notify all Association officers and representatives of this District of their obligation and responsibility of maintaining compliance with this Article.

## **Article XIII**

### Retirement Incentive Program

The Association and the Board agree that the retirement provisions will remain as written for the term of this **AGREEMENT**. Teachers will have the choice of this retirement incentive or the state legislated early retirement incentive program, if any.

#### A. Eligibility Requirements

If a teacher meets all of the following requirements, he/she shall be eligible for the benefits set forth in Section B, C and D of this Article XIII:

1. The teacher must submit to the Superintendent an irrevocable letter of retirement and an individual TRS report verifying the teacher's then known age, creditable service, creditable earnings and accumulated sick leave days by no earlier than January 1<sup>st</sup> prior to the school year in which the salary increases set forth in Section B will begin.

\*\*However, for any teacher who seeks to receive the salary increases beginning with the 2011-12 school year, the irrevocable letter of retirement and TRS report must be submitted within thirty (30) calendar days after the date this Agreement is ratified.

2. The teacher must have at least fifteen (15) years of full-time TRS service within the District at the time of the effective retirement date listed in the irrevocable letter of retirement.
3. The teacher's actual retirement date must not cause the District to pay a Early Retirement Option (ERO) contribution to TRS. (i.e. the employee must retire with at least 35 years of TRS creditable service OR be at least age 60 by the last day of service in the District).
4. The teacher's actual retirement date must not cause the District to pay a 6% excess salary contribution to TRS.

5. The teacher must not have received a retirement benefit from a prior collective bargaining agreement.
6. The teacher must submit to the Superintendent a signed promissory note (in the form attached as Attachment D to this Agreement) wherein the teacher promises to pay back the difference between the total salary enhancements received under this program and the actual salary the teacher would have received in accordance with the regular salary schedule of the District if the teacher's actual retirement results in any ERO contribution and/or a 6% excess salary contribution to TRS for the District.

B. Salary Enhancement Benefit

1. If eligible, the teacher shall not be paid in accordance with the regular salary increases set forth in Article XIII, Section A, but instead receive a salary increase for up to four (4) years in the amount of four percent (4%) over the teacher's prior year's total TRS non-exempt creditable earnings for four (4) years prior to the teacher's retirement date. (For example, if a teacher submits the letter of retirement on January 1, 2016, the 4-year program will provide for four (4) four percent (4%) increase in 2016-17 through 2019-20 school years.)
2. The teacher must continue to perform all extra duties that are used in determining the prior year's TRS non-exempt creditable earnings in the years in which program benefits are received. A teacher who does not perform such extra duties shall have his/her compensation reduced accordingly.
3. A teacher under this retirement program will not be able to earn more than four (4)% over the prior year's TRS non-exempt creditable earnings during the final four years of service prior to the retirement date in the irrevocable letter of retirement, regardless of assignment or possible movement on either the salary schedule or extra duty schedule.

4. To the extent that the retirement benefits described under this Section B shall cause the Board to pay additional penalties to TRS, the Board shall have the right to reduce the payment of such benefits so that the Board will not incur such penalties.

C. Fringe Benefits

Teachers retiring under the above program will also receive a one-time Board contribution to an HRA in the amount of \$3,000.00. Such contribution will be made after the teacher's final paycheck and shall not be intended to be TRS creditable earnings.

D. Payment of Unused Sick Leave Days

Teachers retiring under the above program shall also receive a one-time Board payment in the amount of \$50.00 for each unused accumulated sick leave day that is not submitted to TRS for service credit. Such payment will be issued after the teacher's final paycheck and shall not be intended to be TRS creditable earnings.

E. Employee Right to Rescind Retirement Notice

A teacher's notification of intent to retire may only be rescinded for one of the following reasons:

1. death in the retiree's immediate family; or
2. other reasons as determined solely by the Board, said reasons to be non-precedential with respect to granting or denying requested changes in retirement in the **AGREEMENT**.

A teacher's intent to rescind notification of the retirement must be submitted to the Superintendent no later than January 1 of the last full year, provided, however, that in the event rescission of notification of retirement is granted by the Board, the teacher will repay to the Board any and all amounts received as specified above. Said reimbursement will be no later than the last work day of the year in which rescission of notification of intent to retire is granted.

F. Number of Early Retirements Granted and Duration of Program

The number of teachers who are eligible to participate in the Early Retirement Incentive Program shall not be more than 30% of those eligible based on seniority, as mandated by the state's early retirement option plan.

The Early Retirement Incentive Program shall be effective only for the duration of this contract, but all persons taking early retirement under the program shall receive the full benefits hereinafter set out including payments due after the expiration of this contract.

## Article XIV

### Fair Share

- A. It is recognized that the Association's duties as the sole and exclusive bargaining agent entail expenses for collective bargaining and Contract administration which appropriately are shared by all teachers who are beneficiaries of said **AGREEMENT**. To this end, if a teacher does not join the Association, such teacher will:
1. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the services rendered by the Association in the same manner as provided in Article III; or
  2. Pay directly to the Association a like sum.
- B. In the event such an authorization is not signed or such payment is not made within thirty (30) days following the commencement of employment of the teacher or the effective date of this **AGREEMENT**, whichever is later, the Board shall deduct such amount in equal payments from the regular salary check of the teacher in the same manner as provided in Article III.
- C. The Association, the Illinois Education Association and the National Education Association agree to defend, indemnify, and save the Board harmless against any claim, demand, suit, or other form of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's failure to comply with the obligation imposed upon it by this Section.
- D. The Association shall annually certify to the Board the amount constituting each non-member employee's share, which amount must not exceed that permitted by the applicable law. Such certification shall be made in writing by the Association president and submitted to the business office on September 1 of each year. In the

event a teacher objects to the amount of such fee, the PEA shall place the objecting teacher's fees in a PEA or IELRB interest bearing account pending final determination on the appropriateness of the fee imposed. Such determination shall be made only after a full hearing before the Illinois Educational Labor Relations Board or any impartial fact-finder appointed by the IELRB. If the teacher and/or the Association are entitled to a refund, the teacher and/or the Association shall receive such refund plus any interest earned on the refund during pendency of the action.

- E. If a non-member teacher declares the right of non-association based upon bona fide religious tenets or teaching or a church or religious body, such teacher shall be required to pay an amount equal to the teacher's proportionate share to a nonreligious charitable organization mutually agreed upon by the teacher and the Association. If the teacher and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.
  
- F. These provisions shall be modified from time to time so that they shall always be in compliance with the results and regulations of the IELRB.

## Article XV

### Duration and Effect of the Agreement

#### A. 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 from 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 District and the Association for the duration of this **AGREEMENT**, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this **AGREEMENT**. This **AGREEMENT** may only be amended during its term by the parties' mutual agreement in writing.

#### B. Savings Clause

The Board intends that this **AGREEMENT** shall not conflict with, contravene, abrogate, diminish, nor affect in any way the powers, authority, duties and responsibilities vested in the Board by the Statutes and Laws of the State of Illinois. If any provision of this **AGREEMENT** is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the minimum standard of the School Code or other applicable statutes, all other provisions of this **AGREEMENT** shall remain in full force and effect for the duration of this **AGREEMENT**, unless such legislative or judicial declaration should result in other terms of this **AGREEMENT** being rendered meaningless or grossly inequitable, in which case the clause or clauses affected shall be renegotiated.

C. Duration of Agreement

This **AGREEMENT** shall be in full force and effect for the period beginning July 1, 2014 and shall continue in effect until June 30, 2017. This **AGREEMENT** is signed this \_\_\_\_\_ day of May, 2015.

In Witness Whereof: Pennoyer Education Association

1. \_\_\_\_\_  
President – Sarah Adkins

Board of Education of the Pennoyer School District 79

1. \_\_\_\_\_  
President-Michael Malusa

2. \_\_\_\_\_  
Secretary, Mark Diatte

**ATTACHMENT "A"**  
**The extra duties shall be paid the following stipends:**

		<u>2014-2015</u>
AFTER SCHOOL SPORTS	BASKETBALL	1,663.94
	VOLLEYBALL	1,663.94
	SOFTBALL	1,663.94
	SOCCER	831.97
RELATED SPORTS ACTIVITIES	CHEERLEADING	973.88
	POM-POM	973.88
BATTLE OF THE BOOKS		973.88
BUS DUTY	per hour	22.26
CROWD CONTROL	per hour	27.83
DEPARTMENT HEADS		
READING, LANGUAGE ARTS , TESTING, AND SUMMER SCHOOL DIRECTOR		1,279.95
MATH, SCIENCE/HEALTH, SOCIAL STUDIES		973.88
GIFTED, ART, MUSIC, P.E.		973.88
SPECIAL EDUCATION TEAM LEADER		890.40
CASE MANAGER	per case	27.83
EVENING ACTIVITIES	per activity	55.65
HOMEBOUND TUTOR	per hour	27.83
LUNCHROOM / SUPERVISOR- Stipend paid per 40 minute period or prorated for any period thereafter		35.62
EXTENDED FIELD TRIP SUPERVISION		66.78
OVERNIGHT CHAPERONES	per night	200.34
OVERNIGHT PROGRAM COORDINATOR		779.10
PROGRAM COORDINATOR	per night	111.30
SUMMER SCHOOL TEACHING	per hour	35.62
SUMMER WORK	per hour	35.62
CURRICULUM WRITING	per hour	35.62
PRIDE/SNOWFLAKE COORDINATOR		601.02
PEER LEADERSHIP COORDINATOR		601.02
NEWSPAPER		601.02
STUDENT COUNCIL		601.02
CHORUS	per semester	356.16
RECORDER CLUB		356.16
TRANSLATOR	per hour	24.49
YEARBOOK		601.02
RtI COORDINATOR		1292.14
MEDIA CENTER DEPARTMENT HEAD		973.88

**LICENSURE MAINTENANCE STIPEND (up to 2)**

**467.00**

For the 2014-2015 school year, stipends shall remain at the 2013-2014 amounts. The total amount of money actually paid for stipends shall be increased by 2.5% for 2015-16 school year. A sub-committee will be formed with the purpose of redistributing the money and updating stipend positions and criteria. The sub-committee will complete its work prior to the 2015-2016 school year and will prepare a stipend list in the form of Attachment "A" reflecting the stipend amounts for each position for the 2015-2016 school year. For the 2016-2017 school year, the stipends shall remain at the 2015-2016 amounts.

**ATTACHMENT "B"**  
**SALARY TABLE**  
**2014-2015 Salary Table**  
**Pennoyer School**

STEP	BA	BA+9	BA+18	BA+27	MA	MA+9	MA+18	MA+27	MA+39
1	38,549	39,320	40,105	40,907	42,134	42,978	43,837	44,715	45,949
2	39,320	40,106	40,907	41,725	42,977	43,838	44,714	45,609	46,868
3	40,187	40,991	41,810	42,645	43,925	44,805	45,700	46,615	47,902
4	40,975	41,795	42,630	43,483	44,786	45,683	46,595	47,529	48,841
5	41,381	42,209	43,051	43,913	45,230	46,136	47,057	47,998	49,323
6	41,775	42,611	43,462	44,331	45,661	46,575	47,504	48,457	49,795
7	42,177	43,020	43,880	44,759	46,098	47,023	47,961	48,920	50,270
8	42,582	43,434	44,301	45,188	46,543	47,474	48,425	49,390	50,754
9	43,836	44,712	45,607	46,518	47,912	48,869	49,846	50,845	52,248
10	45,123	46,028	46,947	47,885	49,322	50,309	51,313	52,341	53,786
11	46,452	47,381	48,329	49,294	50,772	51,786	52,824	53,879	55,367
12	48,269	49,238	50,220	51,226	52,766	53,819	54,894	55,993	57,538
13	50,164	51,169	52,191	53,236	54,833	55,929	57,047	58,190	59,796
14	52,132	53,176	54,239	55,323	56,981	58,124	59,283	60,470	62,139
15	53,410	54,477	55,567	56,679	58,380	59,548	60,738	61,952	63,662
16	54,718	55,814	56,927	58,068	59,808	61,006	62,226	63,472	65,223
17	56,060	57,179	58,325	59,490	61,273	62,501	63,749	65,026	66,821
18	57,431	58,582	59,752	60,945	62,776	64,032	65,311	66,619	68,458
19	58,839	60,017	61,214	62,440	64,312	65,602	66,912	68,250	70,134

For the 2014-2015 school year, Teachers shall receive the negotiated salary increase of 2% over their 2013-2014 base salary. In addition, teachers who have taught 20+ years in the District are eligible for a longevity stipend, and shall receive such stipend in the amount of: BA \$600, MA \$700. Starting with the 2016-17 school year, longevity stipends will no longer be offered except to those bargaining unit members who are currently receiving such stipend bonuses, and those who will become eligible for longevity stipends as of the 2015-16 school year.

**2015-2016 Salary Table  
Pennoyer School**

STEP	BA	BA+9	BA+18	BA+27	MA	MA+9	MA+18	MA+27	MA+39
1	38,549	39,320	40,105	40,907	42,134	42,978	43,837	44,715	45,949
2	39,320	40,106	40,907	41,725	42,977	43,838	44,714	45,609	46,868
3	40,106	40,909	41,725	42,560	43,836	44,714	45,608	46,521	47,805
4	40,991	41,811	42,646	43,498	44,804	45,701	46,614	47,547	48,860
5	41,795	42,630	43,482	44,352	45,682	46,596	47,527	48,480	49,818
6	42,209	43,053	43,912	44,791	46,134	47,058	47,998	48,958	50,309
7	42,611	43,463	44,331	45,218	46,575	47,507	48,455	49,426	50,790
8	43,021	43,880	44,758	45,654	47,020	47,963	48,921	49,899	51,276
9	43,434	44,302	45,187	46,092	47,473	48,423	49,393	50,378	51,769
10	44,712	45,606	46,519	47,448	48,871	49,847	50,843	51,862	53,293
11	46,025	46,948	47,885	48,843	50,309	51,316	52,339	53,388	54,862
12	47,381	48,329	49,295	50,279	51,787	52,822	53,880	54,957	56,474
13	49,235	50,223	51,224	52,251	53,821	54,896	55,992	57,113	58,689
14	51,167	52,193	53,235	54,301	55,930	57,047	58,187	59,354	60,992
15	53,175	54,239	55,323	56,429	58,121	59,286	60,469	61,679	63,381
16	54,478	55,567	56,678	57,813	59,547	60,739	61,953	63,191	64,935
17	55,812	56,931	58,066	59,229	61,004	62,226	63,471	64,741	66,528
18	57,181	58,323	59,491	60,680	62,499	63,751	65,024	66,327	68,157
19	58,580	59,753	60,947	62,164	64,031	65,312	66,617	67,952	69,827

For the 2015-2016 school year, Teachers shall receive the negotiated salary increase of 2% over their 2014-2015 base salary. In addition, teachers who have taught 20+ years in the District are eligible for a longevity stipend, and shall receive such stipend in the amount of: BA \$600, MA \$700. Starting with the 2016-17 school year, longevity stipends will no longer be offered except to those bargaining unit members who are currently receiving such stipend bonuses, and those who will become eligible for longevity stipends as of the 2015-16 school year.

**2016-2017 Salary Table  
Pennoyer School**

STEP	BA	BA+9	BA+18	BA+27	MA	MA+9	MA+18	MA+27	MA+39
1	38,549	39,320	40,105	40,907	42,134	42,978	43,837	44,715	45,949
2	39,320	40,106	40,907	41,725	42,977	43,838	44,714	45,609	46,868
3	40,106	40,908	41,725	42,560	43,837	44,715	45,608	46,521	47,805
4	40,908	41,727	42,560	43,411	44,713	45,608	46,520	47,451	48,761
5	41,811	42,647	43,499	44,368	45,700	46,615	47,546	48,498	49,837
6	42,631	43,483	44,352	45,239	46,596	47,528	48,478	49,450	50,814
7	43,053	43,914	44,790	45,687	47,057	47,999	48,958	49,937	51,315
8	43,463	44,332	45,218	46,122	47,507	48,457	49,424	50,415	51,806
9	43,881	44,758	45,653	46,567	47,960	48,922	49,899	50,897	52,302
10	44,303	45,188	46,091	47,014	48,422	49,391	50,381	51,386	52,804
11	45,606	46,518	47,449	48,397	49,848	50,844	51,860	52,899	54,359
12	46,946	47,887	48,843	49,820	51,315	52,342	53,386	54,456	55,959
13	48,329	49,296	50,281	51,285	52,823	53,878	54,958	56,056	57,603
14	50,220	51,227	52,248	53,296	54,897	55,994	57,112	58,255	59,863
15	52,190	53,237	54,300	55,387	57,049	58,188	59,351	60,541	62,212
16	54,239	55,324	56,429	57,558	59,283	60,472	61,678	62,913	64,649
17	55,568	56,678	57,812	58,969	60,738	61,954	63,192	64,455	66,234
18	56,928	58,070	59,227	60,414	62,224	63,471	64,740	66,036	67,859
19	58,325	59,489	60,681	61,894	63,749	65,026	66,324	67,654	69,520

For the 2014-2015 school year, Teachers shall receive the negotiated salary increase of 2% over their 2015-2016 base salary. In addition, teachers who have taught 20+ years in the District are eligible for a longevity stipend, and shall receive such stipend in the amount of: BA \$600, MA \$700. Starting with the 2016-17 school year, longevity stipends will no longer be offered except to those bargaining unit members who are currently receiving such stipend bonuses, and those who will become eligible for longevity stipends as of the 2015-16 school year.

**ATTACHMENT "C"**  
**RETIREMENT PROMISSORY NOTE**

[Employee Name]

[Date]

I have requested to participate in the Retirement Incentive Program as contained in Article XIII of the 2014-2017 Collective Bargaining Agreement. As a condition of participation, I understand that I must meet all of the requirements of Article XIII.A, which includes among them the following pertinent part that provides a teacher:

"Must submit a signed promissory note wherein the teacher promises to pay back the difference between the total salary enhancements received under this program and the actual salary the teacher would have received in accordance with the regular salary schedule of the District if the teacher's actual retirement results in any ERO contribution and/or a 6% excess salary contribution to TRS for the District."

Accordingly, if I retire prior to the date stated in my irrevocable Letter of Retirement, and such retirement causes the District to pay an ERO contribution and/or a 6% excess salary contribution, I promise to pay the Board of Education the applicable amount listed below for the retirement benefits that I will have already received pursuant to Article XIII.A of the Collective Bargaining Agreement:

- [4 years before proposed retirement date]:      \$ [amount]
- [3 years before proposed retirement date]:      \$ [amount]
- [2 years before proposed retirement date]:      \$ [amount]
- [1 year before proposed retirement date]:      \$ [amount]

Such repayment shall be made by equal payroll deductions for the remainder of the school year in which I notify the Board of Education of my inability to fulfill the terms of this Agreement. In the event that there are no remaining payroll checks due to me, any amount due to the Board of Education will be repaid over a time period established by the Board of Education. I understand that should I default on any one of the above referenced payments, the full remaining balance of the amount listed herein shall immediately become due and owing without further notice and the Board of Education shall be entitled to pursue a legal claim against me in a court of competent jurisdiction. I further agree that in the event of a default of this Promissory Note, the District shall not only be entitled to repayment as described above, but shall also be entitled to

reimbursement of all costs and fees, including reasonable attorney's fees, incurred by the Board of Education in collecting the balance due.

By signing this agreement, I agree to the terms stated above. Failure to return this Agreement will negate my request for participation in the Plan.

I freely consent to the terms of this Agreement.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date