

PROFESSIONAL NEGOTIATIONS AGREEMENT BETWEEN
THE MAROA-FORSYTH BOARD OF EDUCATION
MAROA-FORSYTH COMMUNITY UNIT SCHOOL DISTRICT NO. 2
AND
THE MAROA-FORSYTH EDUCATION ASSOCIATION
CHARTERED WITH THE ILLINOIS EDUCATION ASSOCIATION
AND THE NATIONAL EDUCATION ASSOCIATION

2014-2015

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PREAMBLE

This agreement, between the Board of Education of District # 2, Macon County, Maroa, Illinois and the Maroa-Forsyth Education Association, incorporates a number of understandings which derive from the parties' mutual beliefs that each pupil is entitled to an education of the highest quality.

Article I **RECOGNITION**

1.1 The Board of Education of School District # 2, Macon County, Maroa, Illinois, hereafter referred to as the "Board", recognizes the Maroa-Forsyth Education Association, hereafter referred to as the "Association" as the sole and exclusive negotiating agent for all regularly employed certificated personnel, hereafter referred to as the "Employees". Further, the Board agrees not to negotiate with any teacher individually during the duration of this agreement, in regards to matters contained in this agreement. Those employees to be excluded shall consist of the superintendent, assistant superintendent, principals, and assistant principals.

Article II
RIGHTS AND RESPONSIBILITIES

2.1 The Board hereby retains and reserves unto itself all powers, right, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the State of Illinois. However, the Board agrees to participate in good faith negotiations with the duly designated representatives of the Association.

2.2 It is the mutual responsibility of the Board and the Association to meet at reasonable times and negotiate in good faith with respect to salaries, fringe benefits, conditions of employment, grievance procedures, and negotiating procedures.

2.3 "Good Faith" is defined as the mutual responsibility of the Board and the Association to deal with each other openly and fairly and to sincerely endeavor to reach agreement on items being negotiated. It does not imply acquiescence or concession to either parties' demands, either in whole or in part.

2.4 It is the mutual responsibility of the Board and the Association to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations, and to reach tentative agreements.

2.5 Employees shall have the right to organize, join, and to participate in professional 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 membership, or non-membership, in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this agreement.

2.6 When an employee is required to appear before the Board concerning any matter which could adversely affect the employee's employment, the employee's position, or the employee's 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, the employee shall be advised in writing at least ten (10) days in advance by registered mail concerning the reasons for the requirement.

2.7 Each employee shall have the right to review the contents of said employee's personnel file and to place therein written reactions to any of its contents within fifteen school days after received written notification of document is placed in file. Contents shall be reviewed in the presence of an administrator.

2.8 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 amount of which shall be annually certified by the Association. The authorization form shall be furnished 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 fifteen (15) days after such deductions are made.

2.9 The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building.

2.10 The Association and its representatives may request to use school buildings for meetings if arranged with and approved by the building principal in advance. Activities shall not interfere with or be in conflict with other use or school activities.

2.11 Duly authorized representatives of the Association shall have the right to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operation. And further provided, no Association's views on matters relating to supervisor-teacher or Board-teacher relationships will be discussed in the presence of students.

2.12 The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information of a public nature concerning the financial reports and audits, tentative budgetary requirements and allocations, agendas, and minutes of all Board meetings, treasurer's reports, census and membership data, as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers.

2.13 It is hereby recognized that it is the law of the state of Illinois that no certificated professional employee, nor any organization shall ever or at any time engage in or encourage or support any strike, slowdown, or other concerted refusal to render full and complete services in the School District. The Association hereby agrees not to strike, or engage in or support or encourage any concerted refusal to render full and complete services in the School District or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the schools.

Article III

EMPLOYMENT CONDITIONS

3.1 All employees shall be given written notice of their assignments for the forthcoming year no later than ninety (90) days preceding the first day of the new school term. In the event changes in such assignments are proposed, the employee affected shall be notified promptly and consulted. In no event shall changes in the employee's assignments be made later than sixty (60) days preceding the commencement of the next school term unless an emergency situation exists. In the event of such emergency, the Association shall be notified, and the employee shall be allowed to resign if such change is not acceptable to the employee.

3.2 The parties agree that the employee has the primary responsibility for the maintenance of discipline within the classroom. The Board, however, recognizes its responsibility to support and assist the employee in the maintenance and control and discipline in the classroom, as long as this control and discipline is reasonable and prudent. This discipline and control must remain within the scope outlined in the school policy and follow the laws outlined in the School Code.

3.3 If an elementary teacher is to be transferred without consent two consecutive years a bonus of \$ 400.00 will be paid to the teacher at the beginning of the second year.

When an elementary teacher's teaching assignment includes teaching two grade levels (split class, combination class), that teacher shall receive a yearly stipend of \$ 700.00.

3.4 When a classroom is without a qualified teacher or substitute:

a. The teacher receiving that class shall be paid 1/8 of the substitute pay for each full period they have the class.

b. When a special area teacher who is to take the entire class is absent, the classroom teacher will be paid 1/16 of the substitute pay for each period they have the class.

c. The school shall provide a form that the teacher and principal must sign within one (1) week to receive this extra pay.

3.5 Dismissal Time

a. Teachers assigned to the Maroa-Forsyth Grade School will be allowed to report to work at 8:10 on Friday's and on days preceding holidays or vacations due to the staggered start times, provided there are no meetings scheduled.

b. On Fridays and on days preceding holidays or vacations, teachers shall be permitted to leave at the end of the pupil's day after the last bus has departed, provided there are no meetings scheduled.

c. On days in which evening parent teacher conferences are held, teachers will be dismissed when the minimum of five (5) hours of required student contact time has been achieved.

3.6 The length of the school day shall be from 8:00-3:15. Student Instruction/Supervisory time for the Maroa Attendance Centers will be from 8:05 am to 2:55 pm. Student Instruction/Supervisory time for the Forsyth Attendance Centers will be from 8:15 am to 3:05 pm.

- a. The School Day for the High School Faculty that agree to entertain the early bird option will be from 7:15 am to 2:30 pm. Monday through Thursday and from 7:15 am to commencement of 7th hour on the last day of the week.
- b. Faculty that agree to the early bird option will be allowed to choose 1/8 their salary or the early release as referenced in 3.6a., if their academic load is 8 academic periods or greater. Individual with any supervisory responsibilities during the school day will be required to choose the early release option.
- c. All Middle School and High School teachers shall have a minimum of forty-four (44) minutes of preparation time per day during the hours of 8:05 am – 2:55 pm student instruction/supervisory time. All elementary teachers shall have two hundred and twenty minutes (220) of preparation time per week during student instruction/supervisory time during the hours of 8:15 – 3:05.
- d. All teachers will have a thirty (30) minute duty free lunch.

3.7 No employee in the bargaining unit shall be required to perform any duties connected with the running and functioning of any concession stand. Selection of paid class sponsors shall be made in accordance with the following criteria.

- a. First choice will go to the current class sponsors.
- b. Second choice will go to any HS employee. If more than one wants the assignment, they would draw lots.
- c. Third choice will go to other employees in the District.
- d. If no one volunteers under paragraphs 1-3 above, the class sponsor will be assigned from the High School faculty by the building principal.

The administration reserves the right to assign all other non-paid class sponsors a homeroom and to attend class meetings.

3.8 On the first teacher attendance day of each school year, the afternoon shall be set aside for all teachers to work in their assigned classrooms unless there is a need for the District to provide training. If said training is going to be necessary every attempt to provide notice shall be given to the Association President on or before August 1st. This provision is effective for the duration of this agreement.

3.9 Any teacher in the Jr.-Sr. High School with a new preparation shall receive a \$100. one-year stipend.

Article IV

EMPLOYEE EVALUATION

The PERA (Performance Evaluation Reform Act) committee comprised of equal representation of the Association and Administration shall work together to develop specific procedures and provide input into the evaluation instrument. In addition, the PERA Committee shall design and pilot an evaluation instrument that includes student growth models appropriate under PERA guidelines. Final approval of recommended procedures and changes to the evaluation shall be approved by The Board of Education. All approved changes to the evaluation procedures and evaluation instrument shall be shared with the teachers at least 30 calendar days prior to implementation.

4.1 Non-tenured employees shall be evaluated at least twice in each school term. Tenured employees shall be evaluated at least once every other school term.

4.2 Within two (2) weeks after the beginning of each school term or thirty (30) days prior to a change or revision of the evaluating instrument, the building principal or immediate supervisor shall acquaint each employee under said supervisor's supervision with the evaluation procedures, standards and instruments, and the principal or immediate supervisor shall advise each employee as to who will observe and evaluate the employee's performance. No evaluation may take place until such orientation has been completed.

4.3 The administrator shall evaluate each employee in writing, using the evaluation instrument designed by the PERA committee. Each formal evaluation shall be preceded by an in-class observation of the employee's performance. This does not imply, however, that employees may not be informally evaluated.

4.4 Within five (5) days following the evaluation the evaluator shall set a conference time and date.

4.5 The employee shall have the right to attach an explanation to any adverse evaluations or other negative materials that are placed in the employee's personnel file within fifteen school days of the post conference.

4.6 A copy of the evaluation shall be signed and given to each teacher immediately following the evaluation conference. The teacher shall initial official copy as evidence that he/she has received said copy.

4.7 Teacher evaluation shall be done in compliance with Article 24A of the School Code.

Article V
LEAVES

5.1 Each full time certified employee shall be entitled to fifteen (15) sick leave days per school term without loss of pay. Each half time certified employee shall be entitled to fifteen (15) sick leave half days per school term without loss of pay. Sick leave accumulation shall be unlimited.

a. Sick leave shall be interpreted to mean personal illness or illness or death in immediate family or household. The immediate family for purposes of the Article concerning illness shall include: parents, spouse, brothers, sisters, children, and stepchildren.

b. Sick leave shall also be interpreted to include serious illness or death of an extended family member. Serious illness for the purpose of this article is defined as illness that requires hospitalization or a diagnosis of a critical or terminal illness. The extended family for purposes of the Article concerning illness shall include: grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, legal guardians, sons-in-law, daughters-in-law, step-parents, nephews, nieces, cousins, and step-parents-in-law.

c. The leave shall not exceed three (3) days in the events of death of an extended family member.

d. Teachers are eligible to use up to forty (40) days of sick leave for the birth of a child or the adoption or placement of a child for adoption. If a teacher needs any additional days of sick leave for the birth of a child, her doctor must provide written certification that she needs such additional days because the teacher is medically incapacitated and unable to work.

5.2 Sick Bank: Intent of the Bank: The Sick Leave Bank has been established to provide extended sick leave to member of the Sick Leave Bank who incur a period of prolonged illness, injury, or hospitalization.

Participation in the Sick Bank

a. Teachers are eligible to participate, on a volunteer basis, in the Sick Leave Bank. Participants must submit written notice of intent to participate. Participants must join by September 1 of each school year.

b. The sick leave bank is comprised of a base of ninety (90) days plus any days currently in the sick leave bank. If the sick leave bank falls below ninety (90) days, members shall contribute sufficient days to enable the bank to maintain a minimum of ninety (90) days. No days will be added to the ninety (90) day minimum except new members joining the bank shall be assessed one (1) day as set forth below.

c. Membership in the sick bank will require the donation of one sick day by all members of the sick bank when the total sick bank drops below 90 days. If an employee chooses to not participate at the revised plans conception, but chooses to participate at a later date, the entry fee would be 2 sick days for each year they have not

participated in the sick leave bank. New employees wishing to participate in the sick leave bank shall contribute one day upon enrollment.

Example: A current MFSD employee chooses not to participate in the plan as of January 2008. However they do choose to enroll as of September 1, 2014. In order to be admitted into the sick bank, they would be charged 7 days. (2 for 11-12, 2 for 12-13, 2 for 13-14, 1 for 14-15)

Accessing the days in the Sick Bank

- d. In order to request sick leave from the bank, an employee must be an active member of the sick bank.
- e. All accumulated sick and personal leave for the participating employee must be exhausted before requesting days from the sick bank, including the current year's allotment.
- f. Prior to accessing sick bank leave, teachers are subject to five days of unpaid leave.
- g. An employee who is eligible to receive disability benefits under the Illinois Worker's Compensation Act or who is eligible to receive disability benefits from the Teachers' Retirement System shall not be eligible to receive compensation through the sick leave bank for the same days applicable to Workers Compensation or TRS.
- h. It is understood that a teacher is not to be newly employed in any way while receiving such leave.
- i. Teachers may request up to thirty days (30) days from the sick bank.
- j. Teachers may only access the sick bank once per rolling twelve month period.
- k. A request for use of the Sick Leave Bank shall be submitted in writing along with a doctor's certificate as proof of need to the MFEA President and District Superintendent.
- l. The MFEA President and District Superintendent will determine if all criteria for accessing the sick bank have been met.
- m. This determination by the MFEA president and District Superintendent will serve as recommendation to the Board of Education, which will have the authority to grant final approval.
- n. The Teacher will not have to pay back the number of days borrowed from the sick bank, but any unused days on the last day of school will be returned to the bank.

Replenishing Sick Bank

- o. The Sick Bank shall begin each school year with no fewer than 90 days.
- p. Once the sick bank goes below 90 days all active participants will grant one sick day at the beginning of the next school calendar year.

Example: In the Spring of 2009 there are 90 days in the sick bank. 20 days are granted to employee X. In the fall of 2009 all 60 volunteer members of the sick bank will be charged one day. The new total will be 130 days. Additional withdrawals are granted without replenishing days until the total days in the bank falls below 90 days.

q. Once days are granted to the sick bank, they are property of the sick bank. Employees may not request days back for personal use or retirement purposes once they are part of the sick bank.

r. The sick leave bank shall not be available under any circumstances to a teacher on leave of absence.

5.3 The Board shall grant each certificated employee, who is employed on a regular and daily basis, two (2) days of personal business leave without loss of pay providing the following Criteria is met:

a. Personal leave days will not be granted the day before or after a school holiday or vacation day, on an institute day, during school improvement activities, or during the first five (5) days or the last five (5) days of the school term.

b. All personal leave requests will be granted based upon substitute availability. If a reasonable number of substitutes are not available, requests will be approved based upon the order in which they were received as verified by timestamp of receipt.

c. Notice of intent to use a personal leave day shall be made, in writing, to the Superintendent or his designee at least one week in advance. After receiving the written request, the Superintendent shall reply back with a written approval or denial with the reasons for the denial within three (3) days from receiving the original request.

d. Any unused personal days shall accumulate to a maximum of (5) five days. All unused personal leave days in excess of the maximum allowed to accumulate will rollover into sick leave. Any unused personal days accumulated when an employee ceases employment with the District shall be reimbursed at the substitute teacher rate of pay.

e. A half-day leave shall be defined as the beginning of the school day to 11:45 a.m. or 11:45 a.m. to the end of the school day.

f. The district will pay a substitute for teachers attending extracurricular/co-curricular activities up to (5) five days. Any days beyond (5) five days for the teacher to attend these activities, the organization will be responsible for paying the substitute.

5.4 Family and Medical Leaves- The Board of Education agrees to abide by the Family & Medical Leave Act.

5.5 In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing the Association reimburse the District for the cost of the substitute. The aggregate number of days will not exceed five (5) days.

5.6 A leave of absence up to one (1) year without pay may be granted to any employee who has reasonable need for such a leave. The employee may have assistance of the Association to express his viewpoints before final approval or disapproval is made by the Board. Any extension of this leave would be considered on an individual basis.

5.7 Up to one year adoption leave shall be considered on an individual basis for any employee upon request.

5.8 No portion of insurance premium shall be paid during leaves as described in Article V, sections 5.5 and 5.6.

5.9 Two professional leave days without loss of pay, will be granted each certificated employee who is employed on a regular and daily basis, subject to the approval of the Superintendent, according to the following criteria:

- a. Written request shall be submitted to the Superintendent one (1) week prior to date of professional leave. After receiving the written request, the Superintendent shall reply back with a written approval or denial with the reasons for the denial within three (3) days from receiving the original request.
- b. No more than two (2) teachers may be gone from the district any one time for the purpose of professional leave.
- c. The visitation, seminar or purpose of professional leave shall pertain to the teachers' present teaching area of responsibility.
- d. Professional days shall not be granted during the first five (5) days or the last five (5) days of the school term.
- e. No more than two (2) teachers may be gone from each building on any one day for any leave excluding maternity leave, leaves of absence, illness or adoption leave.
- f. The Board shall reimburse the teachers no more than \$140.00 for registration fees for each of both professional days taken plus mileage reimbursed at maximum IRS rate. The Superintendent must approve trips in excess of one hundred miles in order to qualify for mileage reimbursements.
- g. The teacher must make a written request for reimbursement to the Superintendent within one (1) week.

h. If a teacher is required by the Administration or Board of Education to attend a conference, seminar or meeting, the costs will be paid by the District. Expenses of such meetings may include:

1. Mileage
2. Meals - Limited to the state per diem of \$ 24.00 per day, expenses vouchers required.
3. Registration Fees
4. Overnight Lodging - Limited to \$100.00 per night for lodging, expense vouchers required.

The above leave shall not be subtracted from any other leaves the employee has rights to.

i. Reimbursement will be made within 30 days or following the next regularly scheduled Board of Education meeting upon receipt of professional day reimbursement form.

j. Teachers may be allowed one additional day with Superintendent approval.

5.10 Short-Term Unpaid Leave

The Board shall grant each certificated employee, who is employed on a regular and daily basis, two (2) days of leave without pay per year, subject to the following conditions:

- a.** Request for the use of this leave shall be made in writing to the Superintendent or his designee at least two (2) weeks in advance of the anticipated use of such leave. The request shall state with specificity the reason the leave is being sought.
- b.** Leave days must be taken in increments of full days. Leave days shall not be cumulative.
- c.** The restrictions of paragraphs 5.3a and b will apply.

Article VI
PROFESSIONALISM

6.1 Faculty appearance.

Teachers will dress in a manner that is conducive to their professional status. Attire for the workplace should be business casual and avoid extremism or distraction to the educational process. Exceptions to this may be granted by the building principal to individuals or groups based upon special planned activities or circumstances. Teachers who fail to dress in a manner that is conducive to their professional status will be given a written warning. Repeated infractions shall result in a letter of reprimand placed in their personnel files, and further disciplinary action, including but not limited to the evaluation process. The professional dress committee shall consist of the committee chair, one teacher from the high school, one teacher from the middle school, and one teacher from the grade school. The superintendent shall appoint three other designees, which may consist of administration and/or school board members to participate on the committee. The committee will meet upon the superintendent's request.

Article VII
REDUCTION IN STAFF

7.1 When the Board decides it is necessary to reduce the number of teachers in the district because of decreased enrollment, lack of funds, or other reasons, the Association will be consulted on such reduction in staff in advance of any public announcement. An Association Committee, appointed by the president, will be given the opportunity to discuss such reduction in staff with the Board. If in the judgment of the Board and Administration, the number of teacher positions must be reduced, such dismissals shall be in accordance with 24-12 of the school code. A teacher's failure to respond affirmatively within fifteen (15) calendar days after receipt of the Board's letter (sent by registered mail) shall result in termination of the teacher's right of recall. As positions become available after the lay-offs the Board shall offer reemployment to qualified personnel in accordance with Article 24-12 of The School Code.

Article VIII

GRIEVANCE

8.1 A grievance shall mean a written complaint by a member of the bargaining unit or Association that there has been an alleged violation, misinterpretation, or misapplication of the specific provisions of this Agreement.

8.2 A grievance must be filed within thirty (30) calendar days of the occurrence of the event which gave rise to the grievance. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the grievance as rapidly as possible. The parties acknowledge that it is usually most desirable for a teacher and his/her immediately involved supervisor to resolve grievances through free and informal communications. If, however, such informal processes fail to satisfy the grievant, a grievance may be processed as follows:

- a.** The grievant or Association will present the grievance in writing to the supervisor immediately involved. The supervisor will arrange for a meeting to take place within ten (10) school days after the receipt of the grievance.
- b.** The supervisor shall provide a written response to the grievant and the MFEA President within ten (10) school days of the meeting. This response shall include the supervisor's decision and reasons supporting that decision.
- c.** If the grievance is not resolved at Step b., then the grievance may be referred to the Superintendent in writing within ten (10) school days after receiving the supervisor's written answer. The Superintendent shall arrange for a meeting with both parties within ten (10) school days after the receipt of the grievance.
- d.** The Superintendent shall provide a written response to the grievant and the MFEA President within ten (10) school days of the meeting. This response shall include the Superintendent's decision and reasons supporting that decision.
- e.** If the grievance is not resolved at Step d., it may be referred to the Board at its next official meeting or at a time acceptable to all parties.
- f.** The Board shall have ten (10) school days to present a written response to the grievant and the MFEA President. This response shall include the Board's decision and reasons supporting that decision.

- g.** If the grievance is not resolved at the Board Step or the Superintendent Step, the Association may submit grievance to final and binding arbitration. Both parties shall share the arbitrators expense equally. If a demand for arbitration is not filed with the Employer within thirty (30) calendar days of the date of the Superintendent's written response or the Board's written response, then the grievance shall be deemed withdrawn. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted to him/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.
- h.** Copies of all communications concerning grievance must be delivered to the Superintendent within two (2) school days.
- i.** All records related to a grievance shall be filed separately from the personnel files of the employees.
- j.** A grievance may be settled or withdrawn at any level without establishing precedent.
- k.** Each party shall bear the cost of its own representation.
- l.** All grievances involving two (2) or more teachers may be filed by MFEA as a class grievance.
- m.** Failure to render a decision within the time limits shall entitle the MFEA to proceed to the next step.
- n.** No reprisals shall be taken by the Board or administration against any employee because of the employee's participating in a grievance.

Article IX
NEGOTIATION PROCEDURES

9.1 Each party in any negotiations shall select its negotiating representatives provided that the Board shall not select a teacher as herein defined as its representative and the Association shall not select a Board member as herein defined as its representative.

9.2 Both parties shall be limited to a maximum of 5 Representatives. The District will not be responsible for paying more than 5 substitutes for the purpose of negotiations. Either party may select whomever they wish to represent them in negotiations except as limited in paragraph 9.1.

9.3 Negotiations shall begin by March 15, unless both parties agree to an alternative date. Meetings will be held as necessary at times and places agreed to by both parties.

9.4 When the Association and Board reach tentative agreement on all matters being negotiated, this tentative agreement will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval. Upon ratification by both parties, they shall become the full and complete agreement.

9.5 If agreement is not reached on all items thirty (30) days prior to termination of this agreement, either party may declare an impasse has been reached and call for the selection of a mediator.

9.6 A mediator shall be requested from the FMCS (Federal Mediation and Conciliation Service) within seven(7) days from the date on which either party declares in writing to the other that an impasse exists. The mediator shall meet with the parties or their representatives, or both forthwith, either jointly or separately and shall take such other steps as he may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement, provided that the mediator shall not, without consent of both parties, make finding of fact or recommend terms of settlement.

Article X
REPRESENTATIVE ORGANIZATION

10.1 An organization challenging the Association must submit evidence that it has at least thirty percent (30%) of the professional employees in the negotiating unit as members. This evidence shall be filed with the secretary of the Board between September 15 and December 1 of the school year in which this agreement terminates. Such referenda shall be limited to one during each school term. If such petition is deemed valid, a referendum shall be held within sixty (60) days of the filing of the challenge. The organization receiving a majority of the votes cast in any such referendum shall be declared the exclusive representative.

Article XI
EFFECT OF AGREEMENT

11.1 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 mutual consent of the parties.

11.2 Any individual contract executed between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement.

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

Article XII
DURATION OF AGREEMENT

12.1 This Agreement shall be effective August 15, 2014 and shall continue in effect until August 15, 2015. This agreement supercedes all contracts otherwise in effect and shall terminate on the date indicated.

Article XIII
SALARY AND BENEFITS

13.1 2014-2015 Base Salary \$ 37,000.
No Step or Lane Advancement from 2013-2014 (Hard Freeze)

13.2 Board Paid Retirement. For the 2014-2015 school year, the Board agrees to pay retirement as follows:

- a. Contribute to the Illinois Teachers' Retirement System 9.4% of the teacher's salary, as determined by the table of factors from the Digest of the Teachers' Retirement System (1.103753). In the Event the District is only required to contribute 8.4% to the Teachers' Retirement System in accordance with the new pension law, the excess funds will be placed in an escrow account. If the percentage returns to 9.4% (1.103753) the funds will be contributed to TRS. If the funds are not used in escrow for contribution to TRS, during this agreement the escrowed money will be bargained in the next contract.
- b. Report to the I.R.S. the gross salary from the 2014-2015 salary schedule plus all additional authorized compensation.
- c. Contribute to the Illinois Teachers' Retirement System .008% of the teacher's salary for health insurance contributions.
- d. Should any of the above be declared improper by an I.R.S. or an Illinois Teachers' Retirement ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

13.3 The insurance renewal date will be September 1, annually.

- a. Each year on or before June 1 an insurance committee composed of four representatives of the teachers selected by the Executive Board of the Association, one representative selected by the educational support personnel and two representatives selected by the Board shall meet to review the existing group health insurance coverage. The committee shall seek competitive bids a minimum of every two years commencing with the seeking of bids in 2014. The committee will present all the available options to all District employees unless five members of the committee agree that a proposal shall not be submitted. Annually, each employee covered by the group health plan may cast one ballot for the proposal of their choice. The votes will be tabulated by the insurance committee.
- b. The Board shall contribute an amount not to exceed \$580.00 per month toward insurance coverage for each full time employee for the 2014-2015 school year.
- c. Employees under contract for half-time, but less than full-time, will be provided coverage if they pay one-half (1/2) the premium. Employees under contract for less than half-time will be permitted to participate in the group health insurance program if they pay the entire premium.

d. The employee paid portion of health insurance premiums shall be sheltered under section 125 of the Internal Revenue Code to the extent permitted by law.

13.4 Retirement Incentive Plan - The Board shall recognize the service of full-time teachers who have rendered at least 20 years of creditable service to Maroa-Forsyth CUSD # 2 immediately preceding retirement, and who are eligible to receive regular retirement pension benefits through the Teachers Retirement System of the State of Illinois.

a. Requirements to Qualify – To be eligible for this benefit a teacher must comply with all the following requirements and limitations:

1. Must be at least fifty-five (55) years of age by December 31 of the year of retirement with thirty-five (35) or more years of creditable service with the Illinois Teachers' Retirement System; or
2. If an employee is ineligible under subparagraph 1 hereof, the teacher must be at least 60 years of age by December 31 of the year of retirement.
3. Have a minimum of twenty (20) years full-time service in Maroa-Forsyth CUSD # 2.
4. No teacher may participate in this program unless they have sufficient service credit with the Illinois Teachers' Retirement System to exempt the employer from the payment of any penalty or other additional amount, to the Teachers' Retirement System.
5. Employees may not receive the retirement incentive and an Early Retirement Option from the Teacher Retirement System.
6. Any teacher who elects to participate in the retirement incentive program by receiving incentive sick days upon retirement notice and retires prior to completion of the plan he/she has selected and thereby causes the School District to incur a penalty to the Teachers' Retirement System, the Teacher shall be required to pay to the District a Liquidated Damages Amount equal to the penalty imposed by the Teachers' Retirement System. Such payment shall be made pursuant to a promissory note agreeable to the teacher and the District. If no such agreement can be reached, the Teacher shall be required to make such payment within ninety (90) days of the date of their retirement.

A copy of this obligation shall be provided to the Teacher upon acceptance of the retirement notice and acknowledgement of such obligation shall be provided to the District in writing.

One Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1st stating that he/she shall retire at the end of the next school year, the employee will be removed from the salary schedule and for the final year of employment the employee's TRS creditable earning shall be increased by five percent (5%) over the employee's TRS creditable earnings for the prior year of employment.

Example:

An employee applies for the plan one year before retirement. The employee's TRS creditable earnings for the 2010-2011 school year were \$40,000. The employee's final year TRS creditable earnings will be 42,000. ($\$40,000 \times 1.05 = \$42,000$).

Two Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1st two (2) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final two (2) years of employment the employee's TRS creditable earning shall be increased by five percent (5%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example:

An employee applies for the plan two years before retirement. The employee's TRS creditable earnings for 2010-2011 school year were \$40,000. The employee's first year TRS creditable earnings will be \$42,000. ($40,000 \times 1.05 = \$42,000$). The employee's final year TRS creditable earnings will be 44,100. ($\$42,000 \times 1.05 = \$44,100$).

Three Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1st three (3) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final three (3) years of employment the employee's TRS creditable earning shall be increased by five percent (5%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example:

An employee applies for the plan three years before retirement. The employee's TRS creditable earnings for the 2010-2011 school year were \$40,000. The employee's first year TRS creditable earnings will be \$42,000. ($40,000 \times 1.05 = \$42,000$). The employee's second year TRS creditable earnings will be 44,100 ($\$42,000 \times 1.05 = 44,100$). The employee's final year TRS creditable earnings will be \$46,305. ($\$44,100 \times 1.05 = \$46,305$).

Four Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1st four (4) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final four (4) years of employment the employee's TRS creditable earning shall be increased by five percent (5%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example:

An employee applies for the plan three years before retirement. The employee's TRS creditable earnings for the 2010-2011 school year were \$40,000. The employee's first year TRS creditable earnings will be \$ 42,000. ($40,000 \times 1.05 = \$42,000$). The employee's second year TRS creditable earnings will be \$44,100 ($\$42,000. \times 1.05 = 44,100$). The employee's third year TRS creditable earnings will be \$46,305. ($\$44,100. \times 1.05 = \$ 46,305$). The employee's final year TRS creditable earnings will be \$ 48,620. ($\$46,305 \times 1.05 = 48,620$).

In addition, if a letter of retirement is received by May 1st prior to the final four years; the teacher having 90 or more accumulated sick leave days will be immediately granted additional days to reach a total of 170 sick days. Anyone above 180 or more accumulated sick days will be immediately granted additional days to reach a total of 340 sick days.

In the event an employee has submitted his/her timely irrevocable letter of retirement but fails to meet eligibility requirements because of illness or life changing circumstances, the employee may rescind his/her letter of retirement, provided the employee returns to the Board any 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 an employee has an extra duty obligation at the commencement of the retirement incentive program and ceases to perform those services during the retirement incentive program period, the calculation of the employee's five percent (5%) increase shall be reduced by the amount of the extra duty compensation.

Example:

An employee applies for the plan three years before retirement. The employee's TRS creditable earnings for the 2010-2011 school year were \$40,000. The employee's first year TRS creditable earnings will be 42,000. ($\$40,000 \times 1.05 = \$ 42,000$). The employee's second year TRS creditable earnings will be \$44,100. ($\$42,000. \times 1.05 = \$ 44,100$). The employee ceases to perform an extra duty assignment for which he was paid \$2000. in his final year of employment. The employee's final year TRS creditable earnings will be \$ 44,205. ($\$ 44,100. - 2,000. \times 1.05 = \$44,205$).

After irrevocable letter of retirement is received, no additional extra duty obligations will be applied for or assigned.

If, during the term of this Agreement, legislation is enacted and/or administrative rules are implemented that require the Board to pay a penalty to TRS or incur a greater cost than the costs generated by this Section, by reason of a teacher retiring hereunder, the provisions of this Section shall be suspended and the parties will meet to renegotiate said provisions.

b. At no time shall an employee receive more than 6% raise once they become retirement eligible according to TRS Guidelines.

13.5 Extra Duty Pay as per the following schedule:

2014-2015

1st yr 37000.

3rd yr 38480.

6th yr 39960.

9th yr 41440.

12th yr 42920.

15th yr 44400.

Athletic Director 20%

Group I

HS Football Head 15%

HS Boys Basketball Head 15%

HS Girls Basketball Head 15%

Group II

HS Girls Volleyball Head 12%

HS Baseball Head 12%

HS Softball Head 12%

HS Cheerleading 12%

HS Pom Pon 12%

Group III

HS Football Asst. 9%

HS Girls Volleyball Asst. 9%

HS Boys Basketball Asst. 9%

HS Girls Basketball Asst. 9%

HS Track ** 9%

HS Cross Country ** 9%

FCCLA 9%

FFA 9%

HS Jazz Band 9%

HS Swing Choir 9%

HS Yearbook 9%

MS Boys Basketball Head 9%

MS Girls Basketball Head 9%

MS Girls Volleyball Head 9%

MS Track Head ** 9%

Group IV

2nd HS Football Asst. 6%

3rd HS Football Asst. * 6%

2nd HS Boys Basketball Asst. * 6%

2nd HS Girls Basketball Asst. * 6%

2nd HS Girls Volleyball Asst. * 6%

| | |
|---------------------------|----|
| HS Baseball Asst. | 6% |
| HS Softball Asst. | 6% |
| HS Boys Golf | 6% |
| HS Girls Golf | 6% |
| HS Scholastic Bowl | 6% |
| HS Student Council | 6% |
| HS Play | 6% |
| MS Baseball | 6% |
| MS Softball | 6% |
| MS Girls Volleyball Asst. | 6% |
| MS Boys Basketball Asst. | 6% |
| MS Girls Basketball Asst. | 6% |
| MS Scholastic Bowl | 6% |

Group V

| | |
|--------------------|----|
| NHS | 3% |
| MS Cheerleading | 3% |
| MS Student Council | 3% |

Group VI

| | |
|------------------|------|
| HS WYSE | 1.5% |
| HS Math Team | 1.5% |
| HS SADD | 1.5% |
| Fresh Sponsor | 1.5% |
| Soph Sponsor | 1.5% |
| Jr Sponsor (2) | 1.5% |
| Sr Sponsor (2) | 1.5% |
| PBIS Team Leader | 1.5% |
| RTI Team Leader | 1.5% |

2011-2012 Extra-curricular salaries shall not be lower than 2010-2011 Salaries. All positions in which stipends have been renegotiated during the spring of 2011 bargaining session shall be frozen at 2010-2011 levels until the current system provides a greater salary.

* There must be 24 players in basketball and volleyball, and 50 players in football in order for the district to employ the additional assistant coach.

** Or two coaches at 6%

Assistant coaches who become head coaches in the same sport will take one half of their years of experience with them to the new position. Any coach who returns to a previous coaching position within the district in the same sport shall use their previous experience towards the new assignment.

The Athletic Director shall be released from two (2) periods per day first semester and three (3) periods per day second semester.

13.6 Horizontal advancement on the salary schedule shall occur when Superintendent approved graduate courses from an accredited university are earned according to the following criteria:

- a.** Classes do not have to be part of an approved advanced degree program to go from BA to BA+8.
- b.** Classes do have to be part of an approved advanced degree program to go from BA+8 to MA.
- c.** Classes do not have to be part of an approved advanced degree program to go from MA to MA+8.
- d.** Classes do have to be part of an approved advanced degree program to go from MA+8 to MA+24.
- e.** Online courses may only constitute up to 1/3 (33%) of the advanced degree program. Online courses may be taken in reference to 13.6a and 13.6c. Online courses and online programs must be from state supported universities.
- f.** Professional Development Activities paid for by the district under section 5.98 will not be recognized for horizontal advancement.

Advancement, if any, on the salary schedule shall occur only at the beginning of the next school term.

13.7 Teachers earning approved credit from an accredited university shall be reimbursed at the rate of \$135.00 per hour subject to the following conditions:

- a.** A limit of twelve (12) semester credit hours during a period from September 1 through August 31 of the following year.
- b.** Courses must have the prior approval of the Superintendent.
- c.** Payment shall be made following submission or evidence of successful completion of the course work.

13.8 Teachers will be paid at the rate of \$21.00 per hour for attending required faculty meetings after 4 pm., IEP meetings after 4:00 p.m., and training workshops.

Article XIV
FAIR SHARE AGREEMENT

14.1

- a.** Each 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.
- b.** In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- c.** Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- d.** The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona-fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee, the Association will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

Article XV
DISCIPLINE OF EMPLOYEES

15.1 For purposes of this Article, discipline shall be limited to suspension without pay or benefits of the employee from his/her position as a certificated employee of the District and termination during the term of a contract of employment of a nontenured employee. No other form of action by the Administration or Board of Education, including, but not limited to actions such as change of work assignment, oral or written reprimands, notices of remediation, or reduction in force are discipline. Evaluation, or remediation, if any, as a result of evaluation, is not discipline. A decision of the Board of Education that the employment of a nontenured employee should not be renewed at the conclusion of a contract year is not discipline. Tenured employee dismissal under the School Code, and suspension without pay coupled therewith are reviewable only as provided under the School Code, and not through the grievance procedure outlined in this agreement.

15.2 The facts of any matter which may lead to discipline shall be thoroughly investigated. Prior to any final decision regarding discipline by the Board of Education, the Superintendent, or his designee shall advise the Association and the employee of the proposed discipline, the facts of the matter, and his tentative recommendation thereupon. If agreement is not reached, the matter shall be referred to the Board of Education.

15.3 When the matter is considered by the Board of Education, if agreement was not reached at the step above, the Association shall have the right to make an oral or written presentation to the Board of Education in executive session. The Board of Education shall consider the matter.

15.4 If the decision of the Board of Education involves suspension without pay and benefits, or termination of employment during the contract term of a nontenured employee, the action shall be taken, effective at such time as the Board determines, but such action shall be reviewable in a post-discipline hearing via the grievance arbitration procedure as outlined herein.

15.5 No suspension without pay and benefits shall exceed ten (10) school days in length. Nothing in this agreement limits the right of the Board of Education to suspend employees with pay.

15.6 In reviewing discipline, the Arbitrator shall not reverse the decision of the Board of Education except if the discipline is not based on just cause.

15.7 The Board reserves to itself and the Administration to establish additional rules and procedures, but such shall be provided to applicable employees prior to discipline therefore.

Article XVI
SPECIAL EDUCATION

16. A Committee of six people, three appointed by the Association, and three appointed by the Board, shall be established to discuss the development of language regarding special education personnel case load and release time for special education personnel in regard to development of IEP's, IEP Meetings, Due Process preparation and participation. Upon Agreement this language will be added to the contract.

**MAROA-FORSYTH C.U.S.D. # 2 SALARY SCHEDULE
2014-2015
HARD FREEZE**

**37000 BASE
1.103753**

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| 0 | 1 37000 40839 | 1.04 38480 42472 | 1.08 39960 44106 | 1.12 41440 45740 | 1.16 42920 47373 | 1.2 44400 49007 | 1.24 45880 50640 | 1.28 47360 52274 |
| 1 | 1.04 38480 42472 | 1.08 39960 44106 | 1.12 41440 45740 | 1.16 42920 47373 | 1.2 44400 49007 | 1.24 45880 50640 | 1.28 47360 52274 | 1.32 48840 53907 |
| 2 | 1.08 39960 44106 | 1.12 41440 45740 | 1.16 42920 47373 | 1.2 44400 49007 | 1.24 45880 50640 | 1.28 47360 52274 | 1.32 48840 53907 | 1.36 50320 55541 |
| 3 | 1.12 41440 45740 | 1.16 42920 47373 | 1.2 44400 49007 | 1.24 45880 50640 | 1.28 47360 52274 | 1.32 48840 53907 | 1.36 50320 55541 | 1.4 51800 57174 |
| 4 | 1.16 42920 47373 | 1.2 44400 49007 | 1.24 45880 50640 | 1.28 47360 52274 | 1.32 48840 53907 | 1.36 50320 55541 | 1.4 51800 57174 | 1.44 53280 58808 |
| 5 | 1.2 44400 49007 | 1.24 45880 50640 | 1.28 47360 52274 | 1.32 48840 53907 | 1.36 50320 55541 | 1.4 51800 57174 | 1.44 53280 58808 | 1.48 54760 60442 |
| 6 | 1.24 45880 50640 | 1.28 47360 52274 | 1.32 48840 53907 | 1.36 50320 55541 | 1.4 51800 57174 | 1.44 53280 58808 | 1.48 54760 60442 | 1.52 56240 62075 |
| 7 | 1.28 47360 52274 | 1.32 48840 53907 | 1.36 50320 55541 | 1.4 51800 57174 | 1.44 53280 58808 | 1.48 54760 60442 | 1.52 56240 62075 | 1.56 57720 63709 |
| 8 | 1.32 48840 53907 | 1.36 50320 55541 | 1.4 51800 57174 | 1.44 53280 58808 | 1.48 54760 60442 | 1.52 56240 62075 | 1.56 57720 63709 | 1.6 59200 65342 |
| 9 | 1.36 50320 55541 | 1.4 51800 57174 | 1.44 53280 58808 | 1.48 54760 60442 | 1.52 56240 62075 | 1.56 57720 63709 | 1.6 59200 65342 | 1.64 60680 66976 |
| 10 | 1.4 51800 57174 | 1.44 53280 58808 | 1.48 54760 60442 | 1.52 56240 62075 | 1.56 57720 63709 | 1.6 59200 65342 | 1.64 60680 66976 | 1.68 62160 68609 |
| 11 | 1.44 53280 58808 | 1.48 54760 60442 | 1.52 56240 62075 | 1.56 57720 63709 | 1.6 59200 65342 | 1.64 60680 66976 | 1.68 62160 68609 | 1.72 63640 70243 |

**MAROA-FORSYTH C.U.S.D. # 2 SALARY SCHEDULE
2014-2015**

37000 BASE

1.103753

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| 12 | 1.48 54760 60442 | 1.52 56240 62075 | 1.56 57720 63709 | 1.6 59200 65342 | 1.64 60680 66976 | 1.68 62160 68609 | 1.72 63640 70243 | 1.76 65120 71876 |
| 13 | | | 1.6 59200 65342 | 1.64 60680 66976 | 1.68 62160 68609 | 1.72 63640 70243 | 1.76 65120 71876 | 1.8 66600 73510 |
| 14 | | | 1.64 60680 66976 | 1.68 62160 68609 | 1.72 63640 70243 | 1.76 65120 71876 | 1.8 66600 73510 | 1.84 68080 75144 |
| 15 | 1.52 56240 62075 | 1.56 57720 63709 | 1.68 62160 68609 | 1.72 63640 70243 | 1.76 65120 71876 | 1.8 66600 73510 | 1.84 68080 75144 | 1.88 69560 76777 |
| 17 | 1.56 57720 63709 | 1.6 59200 65342 | 1.72 63640 70243 | 1.76 65120 71876 | 1.8 66600 73510 | 1.84 68080 75144 | 1.88 69560 76777 | 1.92 71040 78411 |
| 19 | 1.6 59200 65342 | 1.64 60680 66976 | 1.76 65120 71876 | 1.8 66600 73510 | 1.84 68080 75144 | 1.88 69560 76777 | 1.92 71040 78411 | 1.96 72520 80044 |
| 21 | 1.64 60680 66976 | 1.68 62160 68609 | 1.8 66600 73510 | 1.84 68080 75144 | 1.88 69560 76777 | 1.92 71040 78411 | 1.96 72520 80044 | 2.00 74000 81678 |
| 23 | 1.68 62160 68609 | 1.72 63640 70243 | 1.84 68080 75144 | 1.88 69560 76777 | 1.92 71040 78411 | 1.96 72520 80044 | 2.00 74000 81678 | 2.04 75480 83311 |
| 25 | 1.72 63640 70243 | 1.76 65120 71876 | 1.88 69560 76777 | 1.92 71040 78411 | 1.96 72520 80044 | 2.00 74000 81678 | 2.04 75480 83311 | 2.08 76960 84945 |
| 27 | 1.76 65120 71876 | 1.8 66600 73510 | 1.92 71040 78411 | 1.96 72520 80044 | 2.00 74000 81678 | 2.04 75480 83311 | 2.08 76960 84945 | 2.12 78440 86578 |
| 29 | | | | | 2.04 75480 83311 | 2.08 76960 84945 | 2.12 78440 86578 | 2.16 79920 88212 |

This agreement is signed and adopted this 12th day of May, 2014.


IN WITNESS THERE OF:

For the Maroa-Forsyth
Education Association

For the Maroa-Forsyth
Board of Education




President



President




Secretary



Secretary



Head Negotiator



Head Negotiator

Memorandum of Understanding

Any payments due under Section 5.9 shall not be paid in the 2014-2015 school year due to the economic condition of the District unless the District requires such attendance.

Any payments due under Sections 13.6 & 13.7 shall not be paid in the 2014-2015 school year due to the economic condition of the District.


During the 2014-2015 school year District Teachers may be requested to assist the administration with before or after school supervision. Supervision will not be required more than 1 week (5 days cumulative) per academic quarter. Supervision will not exceed fifteen minutes per day. Any adjustments to the teacher work day that is requested by the administration will be compensated by late arrival or early dismissal as arranged with the administrator. The teacher work day shall not extend past the 7.25 hours prescribed in Article 3.6 of the Collective Bargaining Agreement. The Board/Administration shall seek volunteers before making involuntary assignments.

This agreement is signed and adopted this 12th day of May, 2014.

IN WITNESS THERE OF:

For the Maroa-Forsyth
Education Association

For the Maroa-Forsyth
Board of Education




President



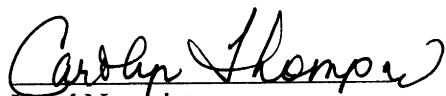
President



Secretary



Secretary



Head Negotiator



Head Negotiator