

AGREEMENT

BETWEEN

SILVIS EDUCATION ASSOCIATION

AND

BOARD OF EDUCATION
SILVIS SCHOOL DISTRICT
NO. 34

2008-2012

AGREEMENT

Article I - Preamble and Recognition

Pursuant to an election called and held under the "Resolution Adopting Procedures For Teaching Representation Elections", adopted by the Board of Education of Silvis School District No. 34 (hereinafter "Board"), on April 13, 1977, the Board hereby recognizes the Silvis Education Association, and affiliate of the Illinois Education Association and the National Education Association (hereinafter "Association"), as the sole and exclusive negotiating agent for all regular, full-time and regular, part-time teachers, including librarians and counselors (hereinafter "teachers") employed by the District.

Article II - Impasse Procedures

A. Declaration of Impasse

If agreement is not reached on all items within ninety (90) days of the commencement of negotiations, either party may declare to the other in writing that an impasse exists and call for a mediator.

B. Mediation Procedure

When an impasse has been declared, the American Arbitration Association shall be requested by the parties to provide a panel of mediators. The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such steps as he may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, make finding of fact or recommend terms of settlement.

Article III - Miscellaneous Rights and Responsibilities

A. Non-Discrimination

In the application of the terms and conditions of this agreement, the Board and the Association agree not to discriminate against any teacher for reason of:

1. Membership or non-membership in the Association.
2. Participation in negotiations.
3. Institution of any grievance, complaint, or proceeding under the provisions of this agreement.
4. Race, creed, color, marital status, sex, age, disability, or national origin.

B. Association Matters - Board Agenda

The Board agrees to place on the agenda of regular Board meeting matters submitted to it for consideration by the Association, subject to the procedures which the Board may from time to time establish with respect to the conduct and agenda of its meetings.

C. Board Meetings - Notification

The president of the Association or his designee shall be provided at the same time as the members of the Board the following information:

1. Written notices of regular and special meetings of the Board.
2. The agenda for regular and special meetings of the Board.
3. Minutes of regular and special meetings of the Board.
4. Annual Financial Reports.
5. Approved tentative budget.
6. Monthly treasurer's report.
7. Names and addresses of all certified personnel.

The Board shall from time to time in response to reasonable written requests furnish any non-confidential public information which may be necessary for the Association to process any grievance and other information which will assist the Association in developing intelligent, accurate, and constructive proposals to the Board. Nothing herein shall require the Board nor the Administration to conduct research and assemble information not normally available. Any additional cost associated with collection and preparation of data furnished to the Association will be paid by the Association.

- D. Bulletin Boards
The Association shall be provided with exclusive use of specified bulletin board space in each school building. Representatives authorized by the Administration and the Association will use bulletin boards for Association announcements. All material posted will relate to the Association's official business as the negotiation agent of the teaching staff.
- E. Association Business
No Association business will be discussed in the presence of students with the exception of referendum campaigns and other matters pertaining to the common welfare of the District.
- F. Association Leave
Any teacher absent from his assigned tasks for purposes of Association business, or for attendance at a local, state, or national conference conducted by an organization with which the Association is officially affiliated, will be excused with no loss of pay, provided the Association reimburses the Board for all substitute costs incurred because of the teacher's absence. Absences shall not be exceeded by a total of twenty (20) teacher days, nor more than five (5) days for any individual Association member. Notification of intent to be absent must be submitted, in writing, to the Superintendent or his designee at least five (5) days in advance. No more than two (2) teachers from each school may be on Association leave at the same time.
- G. Personnel File - Review
During normal office hours, a teacher shall be given access to the contents of his/her personnel file, excluding confidential letters of recommendation. At the teacher's request an Association representative may accompany the teacher.
- H. Contract Distribution
Within thirty (30) days of ratification of the agreement, the Association shall have sufficient copies of the agreement prepared for its distribution to each teacher in the district. The costs of reproduction shall be equally divided between the Board and the Association.
- I. Association - Administration Meetings
 1. The Association representatives, superintendent, and/or building level administration, excluded from the terms and conditions of this agreement, may meet monthly for the purpose of developing better understanding, communication, and relations.
 2. The District Leadership Team (DLT) will consist of administrators and an equal number of elementary and junior high instructors. A related arts instructor will also be included on DLT.
- J. Mail Service
The district email service shall be made available to the Association for communications to its members. The administration shall receive copies of all regular SEA meeting minutes.
- K. Use of School Buildings
The Board agrees that the Association and its representatives shall have the right to use school buildings to transact official Association business at all reasonable times provided that this use is arranged with the appropriate principal at least twenty-four (24) hours in advance. The Association agrees to pay for any special custodial service required.
- L. Teacher Representation
When any teacher is required to appear before the Board, or a Board committee, concerning any matter which could adversely affect the continuation of that teacher's employment or his/her salary or any increments pertaining thereto, the teacher shall be given prior written notice of the reasons for

such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

When any teacher is to meet with an Administrator concerning any disciplinary action, the teacher, upon request, shall be entitled to have a representative of the Association be present during the meeting. No teacher shall be suspended without pay without just cause.

M. Fair Share Agreement

1. 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.
2. 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. Prior to any collection of a fair share fee, the Association shall certify the amount of the fair share fee to the Board. All matters relating to the fair share collections, notifications, objections, and processing shall be in compliance with the current rules and regulations of the Illinois Educational Labor Relations Board (IELRB).
3. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
4. The Association recognizes the right of non-members to dissent for reasons based upon bona fide religious tenets or teaching of a church or religious body to which such non-members belong or a belief sincerely held with the strength of traditional religious views. Such teachers shall be required to pay an amount equal to their proportionate share, determined under a proportionate share agreement, to a non-religious charitable organization mutually agreed upon by the teachers affected and the Association. If the affected teachers and the Association are unable to reach an agreement on the matter, the IELRB shall provide an approved list of charitable organizations to which such payments may be made.
5. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - a. The Employer gives immediate notice of such action in writing to the Association and permits the Association to intervene and
 - b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
6. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer and each individual school board member from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.
7. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

Article IV - Grievance Procedures

A. Definition

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation or misapplication of any provision or provisions of this agreement.

B. Basic Principles

1. Every teacher covered by this agreement and/or the Association shall have the right to present grievances in accordance with these procedures, with or without Association representation, provided the Association has been notified. Nothing contained in this agreement shall be

construed to prevent any teacher from resolving a problem informally with the appropriate administrative staff member. Any grievance resolved without Association representation or approval shall not constitute a precedent.

2. The failure of a teacher or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement. Time limits shall be stated in school days.
 - a. A school day is a day when school is in session and children are in attendance.
 - b. When the grievance procedure extends beyond the last day of the regular school year, time limits shall consist of all week days, exclusive of Saturdays, Sundays, and holidays.
3. Any teacher has a right to be represented in the grievance procedure. The teacher shall be present at any grievance discussion when the administration and/or the Association deem it necessary.
4. Hearings and conferences under this procedure shall be conducted at a time and a place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours, during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the administration during school hours all employees whose presence is required shall be excused, with pay, for that purpose.
5. It is agreed that any investigation or other handling or processing or any grievance by the grieving teacher or teachers association representatives shall be conducted so as to result in no interference with nor interruption of the instructional program and related work activities of the teaching staff.
6. All grievances submitted under the provisions of these procedures, shall be submitted on a form contained in Appendix C which will be prepared and provided by the Board of Education. All grievances shall be prepared in quadruplicate, with copies to the Grievant, Association, Building Principal, and Superintendent.

C. Procedures

1. First Step: An attempt shall be made to resolve any grievance in informal, verbal discussion between the complainant and his/her building principal.
2. Second Step: If a grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing with the building principal. The written grievance should state the nature of the grievance; should note the specific clause, or clauses of this agreement which have been violated, misinterpreted or misapplied; and should state the remedy requested. Filing of a grievance at the Second Step must be within fifteen (15) days from the date of the occurrence of the event giving rise to the grievance. Within four (4) days after he/she receives the grievance, the building principal shall discuss the matter with the aggrieved teacher at a mutually agreeable time.
3. Third Step: In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved teacher shall file, within five (5) days of receipt of the principal's written decision, a copy of the grievance with the Superintendent. Within five (5) days after the written grievance is filed, the aggrieved, the representative of the aggrieved, if desired, the Principal, and the Superintendent or his designee, shall meet to resolve the grievance. The Superintendent, or his designee, shall file an answer within five (5) days of the Third Step grievance meeting and communicate it in writing to the teacher, the principal, and the President of the Association.

4. Fourth Step: If the grievance cannot be settled at the Third Step, the grievance shall be submitted to the Secretary of the Board for consideration by the Board at its next regularly scheduled meeting. The aggrieved, acting independently or through the Association, shall meet with the Board within eight (8) days following the regularly scheduled meeting at which the grievance is considered. At this meeting, between the grievant and the Board, the grievant may present a written brief and/or oral arguments and call witnesses. The hearing may be conducted by the full Board or by a sub-committee to the Board as the Board may designate. The Board shall notify the grievant, in writing, of its decision within five (5) days following the hearing.
5. Fifth Step: If the grievance is not resolved at the Fourth Step, there shall be available a fifth step of impartial binding arbitration. To proceed to the fifth step, the Association shall submit, in writing, a request to the Board to enter into such arbitration. Such request shall be submitted within five (5) days of the receipt of the Board's decision.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after said notice is given. If the parties fail to reach agreement on an arbitrator within ten (10) days, the American Arbitration Association will be requested to provide an arbitrator under their rules. The decision of the arbitrator shall be binding arbitration to both parties. The arbitrator may consider the equitable position of the parties.

Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

Article V - Vacancies, Transfers & Promotions

A. Vacancies

Vacancies in certificated positions shall be posted on the Association bulletin boards at the beginning of school, semester and other times when time permits. The posting shall state the opening and closing application dates for said vacancy. Any teacher presently employed and on tenure may apply for transfer to another position where vacancy exists. If any vacancy occurs after the close of school in June and before the opening in August, notice of any vacancies will be mailed to teachers with tenure who file their names and summer addresses with the office of the Superintendent for the expressed purpose of receiving such notification. All currently employed tenured teachers who apply for a vacancy will be interviewed for the vacancy. Applicants shall be informed in writing of acceptance or rejection. If applicants are rejected for a position, they shall be informed of the reasons for the rejection in writing.

B. Voluntary Transfers

Any teacher presently on tenure may apply for transfer to another position where a vacancy exists. Such application, with a copy to the Association, shall be in writing to the building principal where the vacancy exists. The interests and aspirations of the individual teacher shall be considered in all transfers. If a building principal denies a request for a transfer, he/she shall set forth his/her reasons for the denial in writing.

C. Notification of Change of Assignment

When the Board determines that a change of teacher assignment for the next school year is necessary, written notice shall be given to each teacher so affected five (5) days prior to the end of the school term or time of change. After that date any teacher whose assignment is being changed shall be notified two weeks prior to the start of the school term or sooner if possible.

Change of assignment shall be interpreted to mean a change in building and/or grade level. At the 6, 7, and 8th grade level, a change of assignment shall also be interpreted to include subject matter.

Article VI - Academic Freedom

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights of the United States and the Constitution of the State of Illinois, and instill appreciation of the values of individual personality. Academic freedom shall be guaranteed to teachers with respect to the study, investigation, presentation, and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning insofar as these subjects are relevant to the subject matter under study and within the teachers area of professional competence.

Article VII - Staff Facilities

A. Teachers' Lounge

The Board shall continue to provide facilities for a teachers' lounge in the school building. Telephones shall be installed for teacher use. A phone slip will be filled out and turned in to the appropriate office for personal long distance phone calls and faxes.

B. Telephone Messages

Teachers shall be notified of all incoming messages or telephone calls. Notification shall be made during the teachers' lunch period or their first preparation period following receipt of the message by the office. Emergency messages shall be delivered immediately to the concerned teacher.

Article VIII - Unpaid Leaves of Absence

- A. Any teacher desiring a leave of absence without pay must submit to the Board or the Superintendent an application in writing at least ninety (90) calendar days before the desired date for the commencement of the leave, stating the reasons for the request and the expected duration of the leave. A leave of absence shall be granted for any of the following reasons or purposes: illness, military, study, childcare for an anticipated or actual childbirth or adoption, government and professional service, educational growth or for such other reasons as the Board, in its discretion, may approve.
- B. No leave under this Section, except for service in the military, shall exceed one year unless an extension thereof is requested by the teacher in writing, recommended by the Superintendent, and approved by the Board in writing. Any request for an extension must be submitted to the Supt. no later than ninety calendar days prior to the end of the school year during which the teacher is on leave. In no event shall any teacher be granted an unpaid leave of absence in excess of two years.
- C. Notification of intent to return to the district from an unpaid leave shall be made in writing to the Superintendent at least ninety (90) calendar days prior to the end of the school year preceding the anticipated return. Failure to timely notify the Superintendent in writing shall be deemed a resignation.
- D. Teachers who have worked ninety (90) or more days during the school year in which they take the leave shall receive a full year's credit on the salary schedule upon returning from the leave.
- E. Teachers returning from an unpaid leave of absence shall resume their former duties only at the beginning of the school year, unless another return time is approved by the Board, upon recommendation of the Superintendent.
- F. Prior to approving any leave request pursuant to this Section, the Board or the Superintendent may require that the teacher submit appropriate documentation such as the statement of a physician, admission into an institution of higher learning or approval by the appropriate agency of an adoption.
- G. Insurance benefits provided by the Board will cease thirty (30) days after the first day of the leave. Premiums on the group health plan provided by the Board may be paid by the teacher while on leave, subject to the approval and consent of the district's insurance carrier and federal law.
- H. Time on leave shall not affect tenure; nor shall it count toward tenure for non-tenured teachers.

Article IX - Staff Meetings

Teachers may be required to attend meetings beyond the regular school day for up to one hour. In no event shall such meetings exceed five (5) hours in any four (4) week period. Insofar as practical, notifications of meetings called or canceled shall be given 24 hours prior to the scheduled meeting time. Such notice may be given in writing or orally.

Article X - Teaching Day

A teacher shall be in their building and at their teaching station a reasonable time prior to the commencement of the student day. A regular teaching day when children are in attendance shall be 8:00 a.m. until 3:15 p.m. The length of the teachers' workday shall not be longer than that of the previous school year.

All student days shall begin and end at times designated by the Board.

If it is necessary to close or end school early in an individual school or in all schools due to an emergency, inclement weather, or other conditions, the teacher's day shall end at the same time as the student's day ends, subject to a determination by the principal that the teachers are no longer needed for supervision of the pupils. On days of inclement weather when the board has determined that school will begin late, the teacher work day shall begin 15 minutes before the school day begins.

The Board and the Administration shall make every reasonable attempt to limit the last school day of a grading period to five (5) hours. Teachers shall remain in the building to prepare report cards and/or conference materials.

Article XI - Leaves

A. Sick Leave

1. Each teacher shall be entitled to **twenty (20) days sick leave per year for 2008-2009 and 2009-2010; 19 per year in 2010-11 and 2011-2012.** Unused sick leave shall accumulate up to **four hundred fifteen (415) days in 2008-2009, four hundred thirty five (435) days in 2009-2010, four hundred fifty five (455) days in 2010-2011, and four hundred seventy five in 2011-2012.** Sick leave shall be interpreted to mean personal illness, quarantine at home, or illness or death in the immediate family or household. "Immediate family" shall be defined as set forth in The School Code with the addition of children-in-law.

2. **Sick Leave Bank**

At the beginning of the school year each new teacher shall contribute two days of the foregoing sick leave allowance to a common bank to be administered by the Sick Leave Bank Committee. Teachers who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals from the bank as determined by the Sick Leave Bank Committee (Committee) provided that there are sufficient days available in the bank.

The Committee shall determine the policies and procedures governing the use of the bank. The Committee shall be made up of not more than three teachers appointed by the Association and not more than three members appointed by the Board of Education.

It is understood by the Association and the Board that the primary purpose of this bank is to protect teachers against loss of salary in situations of extended or critical illnesses or accidents. The primary use of such days are limited to personal illness or an illness within the immediate family.

B. Personal Business Leave

The Board shall grant two (2) days of personal business leave without loss of pay. If not used, then two (2) days shall be added to the teacher's accumulated sick leave.

An application requesting permission to be absent for reasons of personal business must be made in writing to the Superintendent or his designee, at least twenty-four (24) hours in advance of the day of the expected absence. When such written application cannot be made within these limits, verbal permission may be given by the Superintendent or his designee, with written notice to be sent by the

teacher within forty-eight (48) hours after his return to work. Violation of these provisions will result in loss of pay for absence.

Personal leave may be granted to transact personal or legal business which cannot be handled on a day other than a school day, and may not be used as personal vacation days. The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal day unless in the judgment of the Superintendent, or his designee, valid reason for granting personal leave day exists.

C. Bereavement Leave

Each teacher shall be entitled to bereavement leave to a maximum of five (5) days per death, exclusive of sick leave and personal business leave, for the death of a parent, spouse, or child. For other bereavement, each teacher shall be entitled to a maximum of three (3) days per death, maximum of six (6) days per year, bereavement leave, exclusive of sick leave and personal business leave. . Said leave shall be noncumulative.

D. Jury Duty

1. Teachers required to serve jury duty or subpoenaed in a court proceeding during the school year shall receive full salary during the period of such service without losing personal or sick leave.

2. Teachers shall remit to the district any compensation received as a result of such service. Expenses received by teachers for such services shall not be considered as compensation.

E. Catastrophic Discretionary Leave

1. The Superintendent may grant paid or unpaid leave at his/her discretion for catastrophic circumstances not otherwise covered by this Agreement. Such circumstances shall include, but not be limited to, floods, destruction of residence, automobile accidents, etc.

2. The notification provisions governing personal business leave shall also apply to catastrophic discretionary leave.

Article XII - Professional Compensation and Salary Placement

A. Salaries

The basic salaries and I.T.R.S. Contributions of teachers covered by this Agreement are set forth in Appendix A which is attached to, and incorporated herein. Such salary schedule shall remain in effect during the designated period. **NO teacher shall be paid more than 6% in creditable TRS earnings than paid in the previous school year.**

B. Extra-Curricular Assignments

Teachers involved in extra-curricular assignments as set forth in Appendix B, which is attached to, and incorporated herein, shall be compensated in accordance with the provisions of this Agreement. The method of payment will be agreed upon by the Superintendent and the teachers involved.

C. Pay Plan

Teachers shall receive their salary in twenty-four (24) equal installments beginning with the first payroll period in September. All teachers shall receive their pay in semi-monthly installments on the fifteenth (15th) and thirtieth (30th) day of the month. Salary checks or pay stubs shall be placed in the teacher's mailbox on each payday. **During the summer months, teachers shall pick up their checks/pay stubs in the business office or leave self-addressed stamped envelopes for them to be mailed in.**

D. Salary Schedule Placement

1. All teachers shall be placed on the salary schedule according to their experience and education.

2. To be eligible for advancement from one column to another on the salary schedule a teacher must participate in a grad program approved by a college in the field of education and graduate courses within the subject area of his/her teaching. Graduate courses in the field of education and grad courses within the subject area of his/her teaching shall be approved for advancement

from one column to another on the salary schedule. To be eligible for placement on the post-MA columns of the salary schedule, a teacher must receive approval from the Superintendent for all credit hours he/she wishes to apply toward qualification in these columns.

3. Satisfactory evidence of the completion of courses must be submitted prior to the commencement of the school year for which the teacher seeks placement on the salary schedule.

E. Retirement

1. NO teacher will be paid more than 6% of Teacher Retirement System creditable earnings from one year to the next.
2. Any teacher who retires from teaching while serving the Silvis District and has more than 16 consecutive years service within the Silvis District will be paid at current sub pay for each day of unused accumulated sick leave above the 340 days used to obtain two (2) years additional credit on the pension. Teachers may use up to 30 additional days to receive a post-retirement check 60 days after their last regular paycheck from the district. This payment shall not be made if by doing so the District would incur a TRS penalty. Any teacher who qualifies for early retirement as prescribed by law in which the board is required to pay all or a portion of said teachers last years salary to the State Pension board shall be eligible for this provision starting July 1, 2009 and ending June 30, 2010
3. Any teacher with twenty-five (25) or more cumulative full-time years of service and who chooses to retire after the age of 55 shall be eligible to receive a lump sum retirement incentive of \$3,250 which shall be paid after the teacher's final paycheck for regular earnings and the teacher's last day of employment by December 31 of the year of retirement. In the event a teacher's retirement causes the District to incur any TRS penalty, he or she would be ineligible for an amount of the post-retirement contribution not to exceed the amount of the penalty imposed by TRS. The teacher would still be eligible for the remainder of any post-retirement contribution, if any. The teacher will remain eligible for the entire post-retirement contribution if he or she does not cause the District to incur any TRS penalty. The only exception is a teacher who *gives notice* prior to October 15, 2008 that he/she will retire in the following 1-3 years, WILL receive the post-retirement check and 6% raises the following years as above.
4. Any teacher with twenty (20) or more cumulative full-time years of service and who chooses to retire after the age of 55 shall be eligible to receive a lump sum retirement incentive of \$2,500 which shall be paid after the teacher's final paycheck for regular earnings and the teacher's last day of employment by December 31 of the year of retirement. In the event a teacher's retirement causes the District to incur any TRS penalty, he or she would be ineligible for an amount of the post-retirement contribution not to exceed the amount of the penalty imposed by TRS. The teacher would still be eligible for the remainder of any post-retirement contribution, if any. The teacher will remain eligible for the entire post-retirement contribution if he or she does not cause the District to incur any TRS penalty. The only exception is a teacher who *gives notice* prior to October 15, 2008 that he/she will retire in the following 1-3 years, WILL receive the post-retirement check and 6% raises the following years as above.
5. Any teacher with fifteen (15) or more cumulative full-time years of service and who chooses to retire after the age of 55 shall be eligible to receive a lump sum retirement incentive of \$1750 which shall be paid after the teacher's final paycheck for regular earnings and the teacher's last day of employment by December 31 of the year of retirement. In the event a teacher's retirement causes the District to incur any TRS penalty, he or she would be ineligible for an amount of the post-retirement contribution not to exceed the amount of the penalty imposed by TRS. The teacher would still be eligible for the remainder of any post-retirement contribution, if any. The teacher will remain eligible for the entire post-retirement contribution if he or she does not cause the District to incur any TRS penalty. The only exception is a teacher who *gives notice* prior to October 15, 2008 that he/she will retire in the following 1-3 years, WILL receive the post-retirement check and 6% raises the following years as above.

F. Insurance

1. The Board will pay all of the cost of single coverage for health insurance and 70% of the family coverage premium. In the case of increased premium, the Board will pay all of the single increase and the same dollar amount for family or 70% whichever is greater. Teachers who terminate employment with the District shall be entitled to remain in the District insurance group pursuant to federal law, provided said teachers pay the insurance premium, i.e., teachers shall have the right to purchase eighteen (18) months of additional insurance coverage pursuant to COBRA.
2. Those teachers who elect not to take any health insurance may apply an amount equal to the single coverage premium for health insurance toward the cost of the universal life insurance policy in effect in the District during the 1985-1986 school year.
3. The Association will be informed of any changes in insurance coverage prior to the change.
4. Retired teachers may continue their group medical insurance coverage through the district by remitting to the Board, or its designee, premiums at the prevailing group rate. A retired teacher is one who qualifies for retirement as defined by the Illinois Teacher's Retirement System. This section will be governed by current law.

G. Payroll Deductions

In addition to the salary deductions required by law, teachers may authorize, in writing, the following payroll deductions.

1. Association dues beginning September 15 provided the office receives notification by Sept. 1
2. Tax Sheltered annuities
3. United Way contributions
4. Credit Union

Payroll deductions shall be made in equal installments. Deductions shall begin thirty (30) days after proper authorization is filed with the Superintendent.

H. Internal Substitution

Any teacher who substitutes in a class which requires him/her to forfeit a preparation period or who accepts students from another class into his/her class because of the absence of another teacher shall be compensated at the rate of: \$17.00 per hour in 2008-2009; \$18.00 per hour in 2009-2010; \$18.50 per hour in 2010-2011; \$19.50 per hour in 2011-2012. Monies due a teacher pursuant to this section shall be paid in 1 installment per semester, with the exception of those teachers receiving the 6% retirement raise, who shall be paid in the June 30th paycheck only if the pay does not cause the teacher to go over the 6% cap.

I. Extra-Curricular Activities

Teachers assigned to revenue producing events shall be compensated as determined by the Superintendent with recommendation of the Athletic Director.

J. TUITION REIMBURSEMENT

Teachers may be reimbursed at the rate of *up to* \$75 per semester hour, up to \$600 per contract year for qualified college courses. The Board will provide a pool of \$1650 per each of three semesters, including summer that teachers may draw from on a first-come-first-served basis. However, no teacher may draw more than \$450 in any one semester.

In order to qualify for tuition reimbursement, the college course shall meet with the approval of the superintendent so that the course shall either improve the teaching ability of the employee and be directly related to the employee's teaching assignment or be part of a college qualified graduate degree program in education from a member of the Quad-Cities Graduate Center, or one approved by the superintendent.

An official transcript and the official receipt showing the course paid for must be received by the superintendent prior to the Board authorizing payment at its next regular meeting.

Should a teacher take a course which begins prior to June 30, 2012 but which ends after that date, the reimbursement shall be made at the rate specified above.

Article XIII - Management Rights And Effect Of The Agreement

A. Management Rights

Pursuant to the "Resolution Adopting Procedures For Teacher Representation Elections" adopted by the Board on April 13, 1977, the Board and the Association hereby agree to include said Resolution in this agreement as if set forth completely herein. Further, pursuant to said Resolution, the Board and the Association hereby agree as follows:

1. The Association shall not in any way attempt to interfere with the Board's flexibility in the use of personnel, nor shall the Association restrict the Board in the use and development of new classifications, methods, procedures, curriculum, and techniques.
2. During the term of this Agreement the Association shall at no time sponsor, instigate, *or* authorize or condone any picketing, any recognition of any picket line at the School District's premises, any strike, work stoppage, sanctions, slowdown or refusal to render full and complete services to the Board of Education or any activity which would disrupt, impede or impair, in any manner in whole or in part, the operation of the School District. The Board will not engage in a lockout at any time for any reason. This provision shall not in any way alter or interfere with the rights of teachers and the Association under Section III of the Illinois Educational Labor Relations Act, including, but not limited to, cooperating with other employee organizations and engaging in lawful activities directed toward other employers.
3. There shall be no impasse binding arbitration or fact finding of any kind with respect to any disputes or disagreements between the Association and the Board in negotiations of the contract unless both parties mutually agree to the contrary.
4. The Board shall retain the exclusive and ultimate responsibility for proper management and governance of the District, as conferred upon it by the statutes and the Constitution of the State of Illinois, including, but not limited to the responsibility and the right:
 - a. To maintain executive management and administrative control of the District and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.

- b. To hire all employees; to determine their qualifications, and the conditions for their continued employment, dismissal, lay-off, suspension or demotions; and to promote, assign and transfer all such employees.
- c. To establish programs and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students all as deemed necessary or advisable by the Board.
- d. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction, including the selection of textbooks, teaching materials, and teaching aids of all kinds, according to current written Board policy or as the same may from time to time be amended.
- e. To determine class schedules, class sizes, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to non-classroom assignments.

B. Effect Of the Agreement

The parties agree that this concludes bargaining for the term of this Agreement.

Article XIV - Teacher Evaluation

The Association and the Board agree that all teacher evaluation matters will be set forth in Board policy. Each teacher will be given a copy of the evaluation policy at the first or second teacher institute day, and the administration will explain the policy at that orientation. The evaluation policy will not be changed except through cooperation of the Association.

Article XV - Seniority

- A. Seniority is the length of the employee's continuous service within the bargaining unit starting with the first day on which duties are performed.
- B. Conflicts of seniority shall be resolved by:
 - 1. By the date of the Board of Education meeting at which the contract was awarded by the Board of Education;
 - 2. Total full-time and part-time teaching service under contract in the district, whether or not continuous;
 - 3. If the tie still exists, then the highest educational level of people involved will determine the seniority.
 - 4. If the tie still exists, the highest last 4 digits of soc. security # of people involved will determine seniority.
- C. The Board shall prepare, maintain and post the seniority list by February 1. A copy of the seniority list and all subsequent revised lists shall be furnished to the Association President.
- D. **Staff reduction and recall shall be in accordance with The School Code.** Seniority is lost upon resignation, dismissal for cause, retirement, and employment in a position excluded from the bargaining unit.

Article XVI - Student Discipline and Employee Protection

- A. The Board of Education recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Teachers have the responsibility for the maintenance of discipline within their classrooms.

A teacher may exclude a pupil from a class when in the opinion of the teacher the grossness of an offense, the persistence of the behavior, or the disruptive effect of any violation makes the continued presence of the student in the classroom intolerable.
- C. The Board will maintain the Discipline Committee which will consist of four (4) faculty members, four (4) lay members, one (1) board member, and two (2) administrators.

D. Protection Of Employees - Procedures

1. Alleged Assaults by Employees

Employees shall report to the Administration any threats of criminal or civil action against them arising out of and in the course of their employment, and the Board and Administration shall review the matter and take necessary steps pursuant to their powers under the Illinois School Code. No permanent formal action against an Employee shall be taken on the basis of a complaint by a parent or student, nor shall any notice thereof be included in the Employee's personnel file unless the matter is first reported to the Employee and he/she is allowed to attach a reply.

2. Assaults on Employees

- a. Employees shall have Board and Administration assistance on any physical assault cases that occur while the Employee is performing his/her assigned duties. The Board and Administration assistance shall consist of notifying the proper authorities (police) once the incident has been reported to the building principal and Superintendent and consulting with the Employee in outlining the Employee's legal rights and alternative courses of action.
- b. The Superintendent or his/her designee will be the only administrator authorized to make official statements to the press on behalf of the District concerning the assault. In issuing any statements to the press, he/she will make every effort to respect the privacy and rights of the Employee and, if possible, will consult with the Employee in advance.
- c. An attack on an Employee by a student shall result in that student not being returned to the classroom until such time as a disciplinary plan has been determined by the Principal after good faith consultation with the affected Employee. At the request of the Employee, unless the Employee was clearly at fault, the Administration will notify the police and advise the Employee as to his/her legal options.

Article XVII - Duration

- A. Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall automatically be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain if not affected by the deleted article, section or clause.
- B. This agreement shall become effective on July 1, 2008, upon approval by the Board and the Association and shall continue in effect through June 30, 2012 except as stated below. In the event of notice to modify, change, amend or terminate this agreement, negotiations shall begin no later than 30 days thereafter, or on such date as the parties may agree.

This Agreement shall be reopened to insert appropriate language in Article E,1 in compliance with Teachers' Retirement System requirements, as needed.

Ratified by the Association on _____
(Date)

(President)

(Secretary)

Approved by the Board of Education on _____
(Date)

(President)

(Secretary)

1. The Board agrees to contribute on behalf of each teacher to the I.T.R.S. the dollar amount in excess of the teacher's base salary as determined by TRS. Silvis #34 will tax shelter the teacher contribution for the TRS Health Insurance.
2. The Board and the Association recognize and agree that the above entitled "Salary Schedule and I.T.R.S. Contribution Schedule" represents the total compensation for each teacher including salaries paid to the teacher by the Board and contributions paid by the Board to the I.T.R.S. on behalf of the following legal authority:
3. The Board and the Association have agreed to the above described program for Board contributions to the I.T.R.S. on the basis of the following legal authority:
 - a. The Pension Reform Act of 1974 (E.R.I.S.A.), Section 414(h)(2) of the Internal Revenue Code;
 - b. The Opinion of the Illinois Attorney General, No. S-1250, issued June 9, 1977; and
 - c. The May 31, 1977 opinion of A.D. Fields, Chief Employee Plans Technical Branch, to Mr. William R. Wallin, Assistant Attorney General, State of Illinois.

Notwithstanding said legal authority, the Board and the Association recognize that neither can, nor does, guarantee or assure any eligible teacher that contributions paid by the Board to I.T.R.S., in whole or in part, are, or will be considered to be, excludable from the gross income of the individual teacher for federal income tax purposes.

ANY TEACHER that taught in the Silvis District #34 during the 2007-2008 school year shall receive a 4% "step" pay increase in each of the next four (4) years, unless stated otherwise in this contract. Teachers that qualify to move to another "educational column" will also receive an additional 2% added to their salary. The teacher's 2008-2009 salary will serve as the base for the 2009-2010 salary, etc.

APPENDIX

A

2008-2009 TEACHER'S SALARY SCHEDULE for NEW EMPLOYEES ONLY

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	32,000.00	32,800.00	33,784.00	34,628.60	35,494.32
2	32,480.00	33,456.00	34,459.68	35,321.17	36,204.20
3	32,967.20	34,125.12	35,148.87	36,027.60	36,928.29
4	33,296.87	34,807.62	35,851.85	36,748.15	37,666.85
5	33,629.84	35,503.77	36,568.89	37,483.11	38,420.19
6	34,134.29	36,213.85	37,300.27	38,232.77	39,188.59
7	34,646.30	36,938.13	38,046.27	38,997.43	39,972.36
8	35,166.00	37,676.89	38,807.20	39,777.38	40,771.81
9	35,693.49	38,430.43	39,583.34	40,572.92	41,587.25
10	36,228.89	39,199.04	40,375.01	41,384.38	42,418.99

NOTE: Once placed upon this schedule for the 1st year, the teacher would then receive the agreed-upon salary % for the next school years

2009-2010 TEACHER'S SALARY SCHEDULE for NEW EMPLOYEES ONLY

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	32,500.00	33,312.50	34,311.88	35,169.67	36,048.91
2	32,987.50	33,978.75	34,998.11	35,873.07	36,769.89
3	33,482.31	34,658.33	35,698.07	36,590.53	37,505.29
4	33,984.55	35,351.49	36,412.04	37,322.34	38,255.40
5	34,664.24	36,058.52	37,140.28	38,068.78	39,020.50
6	35,357.52	36,779.69	37,883.08	38,830.16	39,800.91
7	36,064.67	37,515.29	38,640.74	39,606.76	40,596.93
8	36,785.97	38,265.59	39,413.56	40,398.90	41,408.87
9	37,521.69	39,030.90	40,201.83	41,206.88	42,237.05
10	38,272.12	39,811.52	41,005.87	42,031.01	43,081.79

2010-2011 TEACHER'S SALARY SCHEDULE for NEW EMPLOYEES ONLY

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	33,000.00	33,825.00	34,839.75	35,710.74	36,603.51
2	33,660.00	34,501.50	35,536.55	36,424.96	37,335.58
3	34,333.20	35,191.53	36,247.28	37,153.46	38,082.29
4	35,019.86	35,895.36	36,972.22	37,896.53	38,843.94
5	35,720.26	36,613.27	37,711.67	38,654.46	39,620.82
6	36,434.67	37,345.53	38,465.90	39,427.55	40,413.24
7	37,163.36	38,092.44	39,235.22	40,216.10	41,221.50
8	37,906.63	38,854.29	40,019.92	41,020.42	42,045.93
9	38,664.76	39,631.38	40,820.32	41,840.83	42,886.85
10	39,438.05	40,424.01	41,636.73	42,677.64	43,744.59

2011-2012 TEACHER'S SALARY SCHEDULE for NEW EMPLOYEES ONLY

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	33,500.00	34,337.50	35,367.63	36,251.82	37,339.37
2	34,170.00	35,024.25	36,074.98	36,976.85	38,086.16
3	34,853.40	35,724.74	36,796.48	37,716.39	38,847.88
4	35,550.47	36,439.23	37,532.41	38,470.72	39,624.84
5	36,261.48	37,168.01	38,283.05	39,240.13	40,417.34
6	36,986.71	37,911.37	39,048.72	40,024.93	41,225.68
7	37,726.44	38,669.60	39,829.69	40,825.43	42,050.20
8	38,480.97	39,442.99	40,626.28	41,641.94	42,891.20
9	39,250.59	40,231.85	41,438.81	42,474.78	43,749.02
10	40,035.60	41,036.49	42,267.59	43,324.28	44,624.00

APPENDIX B

EXTRA-CURRICULAR SCHEDULE

NOTE: For all positions MORE than 4%, if the coach/moderator does NOT have Illinois teacher certification, the percentage pay will be .5% less than what is listed below.

<u>Position</u>	<u>Percentage Pay</u>
Boys & Girls Basketball (2 ea, 4 total)	9%
Boys Volleyball (1).....	6%
Girls Volleyball (2).....	7%
Track (4 total)	6%
Cheerleading (1).....	7.5%
JH Student Council (1)	9% in 2008-2009; 8% thereafter
Elementary Student Council/Safety Patrol	1%
Athletic Director	15%
Band (includes all band groups).....	10%
Chorus	5%
Choral Accompanist.....	4%
Yearbook6%
Intramural Activities and Clubs	1% each

All percentages are applied to the Base Salary. (BA column and no experience)

APPENDIX C

GRIEVANCE FORM

Date Filed: _____

Grievant: _____

*Statement of the Grievance (Including the date of the occurrence of the grievance):

*Clause(s) Violated:

*Remedy Requested:

Signature of Grievant

*Attach a separate sheet if necessary.