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**ARTICLE I
RECOGNITION**

A. Parties to the Agreement

This Agreement is made and entered into this 18th day of August 2008, by and between the Board of Education of South Pekin Grade School District 137, Tazewell County, Illinois, herein after referred to as the "Board" and the South Pekin Federation of Teachers, Local 4594, American Federation of Teachers, AFL-CIO, herein after referred to as the "Union" or "Federation".

B. Recognition, Jurisdiction and Scope

1. The Board recognizes the Union as the sole and exclusive representative for all regular and part-time contracted, certified teaching personnel excepting the certified administrative staff, aides, and substitute teachers.
2. Part-time teachers will receive benefits on a pro-rata basis unless specified otherwise.
3. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or in the event the Congress or the Legislature enacts a law in conflict with any article, section, or clause of this Agreement, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, or clauses shall remain in force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.
4. This Agreement will supersede any school board policy in direct conflict with the provisions of this Agreement.

ARTICLE II

UNION NO-STRIKE

A. Guarantees

The Union agrees that there shall be no strike, withholding of services in whole or part, or other refusal to render full and complete service to the Board during the term of this Agreement.

ARTICLE III

UNION AND TEACHER RIGHTS

- A. Each teacher shall have a desk and filing cabinet, computer and printer access, and assigned room, if available by August 1st. Changes after August 1st will be made on an emergency basis.
- B. Teachers shall not be required to perform bus duty, playground duty (outside of recess duties) or submit monthly attendance reports to the Board.
- C. The primary responsibility for assigning grades to students rests with the classroom teacher.
- D. Teachers may leave the building during their lunch periods upon notification, and during planning periods if they get approval from the office.
- E. Teachers will be provided with access to a telephone and may have cell phones in their desk on silent and not to be used during class times (may be used during prep period or lunch).
- F. Each teacher shall be provided with keys to his/her classroom and building.
- G. The Union agrees to represent equally and without prejudice all members of the bargaining unit for purposes of negotiations with the Board concerning terms and conditions of their employment and settlement of grievances.
- H. Teachers shall be free to join any organization without interference or penalty. They shall not be encouraged to join nor discouraged from joining any labor organization.
- I. The Union shall have the use of school facilities immediately before or after the workday for the conduct of its business, free of charge, as long as it does not interfere with school procedures. One third of the mailbox area bulletin board shall be reserved for Union information.
- J. Teachers' personal articles will not be removed from their classroom without their consent. Classroom furniture should not be removed without notifying the classroom teacher.
- K. The Union President, or his/her local designee, shall have the right to address all faculty on the first institute day of the school year.
- L. The Board shall furnish the Union president with the following documents and kinds of information as soon as they are approved by the Board, or as otherwise indicated at no cost:
 - 1. Board agendas prior to the Board meeting.
 - 2. Board meeting minutes one week after meeting (copy to be posted on bulletin board).
 - 3. Monthly budget summaries.

4. Board policy manual.
5. Annual auditor's report and management letter.
6. Current fiscal year budget
7. Statistical information, not including teachers' name, pertaining to teacher step placement, salary lane placement, extended service placement and present insurance coverage.
8. Faculty lists including home addresses and telephone numbers if individuals agree to release them. The list of new teachers hired shall be given to the Union.
9. The Board shall also make available to the Union, upon request, any and all readily available public information, statistics, and records which may be relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.

M. Personnel File

1. Only one official personnel file shall be kept for each teacher. If any other files contain material that relates to the teacher's employment status in any way, a copy of such material shall be placed in the file. One major purpose of this file shall be to provide the teacher with a single point at which he/she can find evaluations, letters, reports, memorandum and any other documents or materials that exist in the district or that have been initiated by district personnel relating to the nature and quality of his/her service and professional conduct. This official file shall be maintained in such a way as to accomplish the purpose above and under the following conditions.
2. All material to be placed in the personnel file shall be inserted in a timely fashion, but not to exceed twenty (20) school days from the knowledge of the event-giving rise to the material to be inserted.
3. Every teacher shall have access to all material in his/her official file during regular office hours.
4. Neither a teacher's file nor any of its contents shall be copied or otherwise made known to other persons without the teacher's permission either during or after his/her service in the school district, provided, however, that such file be available to this Board and the Superintendent/Principal.
5. Every teacher shall be given a copy of any material added to his/her official personnel file. Every teacher shall have the right to be furnished within twenty-four (24) hours a copy of any or all file materials.
6. Every teacher shall have the right to add relevant material to his/her official personnel file and attach dissenting or explanatory material to any document or other piece of material in file.

7. No person other than the administration and Board shall remove any material from a teacher's official personnel file without the mutual consent of the teacher and the Superintendent/Principal.
 8. Any documents or the contents thereof relating to teacher evaluation and performance and all material placed in teacher's file by an administrator as confidential vis-à-vis students and the general public.
- N. Adverse criticism by third persons of teaching methods or materials used by the teacher, if placed in the personnel file, must be in writing and signed by the complainant.
- O. Working the school carnival shall be encouraged but not required.
- P. Part-time teachers who have accrued the equivalent of three (3) years seniority in accordance with Article VII, Section I, shall, if not renewed, be provided the notification rights accorded to third year probationary teachers.
- Q. Each district employee (excepting those hired prior to May 15th, 2008) who is considered a member of the bargaining unit 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 Federation or pay a fair share fee to the Federation. The fair share fee will be equivalent to the amount of the dues uniformly required of members of the Federation, including local, state, and national dues.

Such fair share payment by nonmembers shall be deducted by the Board from the earnings of the nonmember employees and remitted to the South Pekin Federation of Teachers unless the Board is required to remit a fee to the Labor Board for escrow.

R. Labor Management Committee

1. A joint labor management committee will be appointed by the Board and the Union. The purpose of the committee will be to provide a forum for addressing concerns and issues which impact upon the bargaining unit and/or which are not specifically provided for in this Agreement.
2. **Membership**
The committee shall be a standing committee of the Union President, two teachers appointed by the Union, the Superintendent, and two members (Board members or Administrators) appointed by the Board. Other resource people may be brought in if mutually agreed upon.
3. **Meetings**
Meetings will be held at least quarterly, or any time, upon mutual consent of the Union President and the Superintendent. The agenda will be the responsibility of the chairperson designated at the previous meeting. Agendas will be provided for the members at least one week prior to the meeting. Lack of an agenda or mutual consent of the Union President and the Superintendent shall provide for cancellation of meetings. At least four (4) committee members, or their designee(s) must be present.

4. Procedures

- a. Disputes over contract interpretation or items, which the Union has filed a demand to bargain under the impact provisions of the IELRA, may be considered after agreement by the committee to discuss.
- b. All agenda items composed of concerns from both groups shall be addressed.
- c. Unresolved items shall be placed on the next agenda.
- d. An agenda item may be dropped by mutual agreement.
- e. A summary will be provided by the chairperson to each member.

5. Recommendations

Committee recommendations that affect administrative policy and/or procedure shall be subject to Board approval. If a recommendation affects Board policy, the committee may make a joint recommendation to the Board. Any joint recommendations must provide for at least four (4) votes of the committee members.

ARTICLE IV

TEACHER EVALUATION

- A. Each non-tenured teacher will be evaluated by the administrator at least two (2) times per year. The evaluation shall consist of at least one (1) prescheduled classroom visit of no less than thirty (30) consecutive minutes. Within ten (10) school days of each final classroom visit, the administration shall meet with the teacher, draw up a written evaluation report and discuss any problems observed. The report shall contain recommendations if the evaluator notes any deficiencies. The teacher shall have the right to attach any explanation to the evaluation report as part of the report.

Each tenured teacher and third-year part-time teacher will be evaluated at least every other year. There will be one (1) prescheduled observation with at least five (5) days notification. Within ten (10) school days of each classroom visit, the administration shall meet with the teacher, draw up a written evaluation report and discuss any problems observed. The principal shall indicate his/her recommendation for continued employment of the teacher. The teacher shall have the right to attach any explanation of the evaluation report as part of that report. Observations will not be made on the day preceding or school observance of Halloween, Thanksgiving, Christmas, Valentine's Day and Easter Vacation.

- B. The primary purpose of the evaluation is to improve instruction. The district evaluation plan shall comply with Illinois State Board of Education Rules and Regulations.
- C. No formal evaluation of a teacher shall take place until the administrator has acquainted each teacher under his/her supervision with the teacher evaluation plan. A copy of the evaluation form will be provided to each teacher who is going to be evaluated.
- D. All formal evaluations of classroom teaching performance of a teacher shall be conducted openly with full knowledge of the teacher.
- E. In any meetings/consultations following or flowing from unsatisfactory evaluations, a teacher shall be allowed to have a Union representative present and available.
- F. All information pertaining to evaluations shall remain confidential.

ARTICLE V

GRIEVANCE PROCEDURE

Definition: *A grievance shall mean a complaint that there has been a violation, misinterpretation, or misapplication of any of the provisions of this Agreement.*

A. General Provisions

1. No teacher at any stage of the formal grievance procedure will be required to meet with any administrator without a Union representative.
2. In all steps of the grievance procedure, when it becomes necessary for individuals to be involved during school hours, they shall be excused with pay for that provision.
3. If a grievance arises from the action of authority higher than the principal of a school, the Union may present such grievance at the appropriate steps of the grievance procedure.
4. If a grievance is of such a nature as to require immediate action, such as may be necessary in transfer cases, the person acting for the Union may appeal immediately to the office or person empowered to act. If the matter is not satisfactorily resolved, it may be appealed through the grievance procedure beginning with Step 3.
5. A teacher who participates in the grievance procedure shall not be subjected to disciplinary action or reprisal because of such participation.
6. The teacher and his/her representative have the right to be present at all formal hearings and meetings concerning his/her grievance.
7. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given.
8. In any instance where the Union is not represented in the grievance procedure, the administrator making the decision shall notify the Union in writing of the resolution of the grievance at each level. The Union may appeal any decision which would seem to violate any terms of the contract.
9. A grievance may be initiated and/or conducted by:
 - a. A teacher in his/her own behalf;
 - b. A teacher accompanied by a Union representative;
 - c. Through a Union representative if the teacher so requests;
 - d. By the Union as an organization
10. Conferences held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

11. All references to days shall mean school days, except that between the end of the school year in June and the beginning of the next school year, days shall mean days when the district's business offices are open.
12. All time limits may be extended by mutual agreement between the parties.
13. No grievances shall be inserted in a teacher's personnel file unless requested by the teacher.
14. The teacher and his/her representative shall have copies of all testimony and all materials submitted by other parties concerned in the grievance.
15. All information pertaining to grievances shall remain confidential.
16. A grievance must be filed within fifteen (15) days of the occurrence or knowledge of the action giving rise to the grievance.

B. Procedure

1. Step 1 – Informal Conference
A complaint shall first be discussed with the object of resolving the matter informally. In the event that the matter is resolved informally and a Union representative was not present at the adjustment of the complaint, the Superintendent shall inform the Union president of the adjustment.
2. Step 2
In the event that the matter is not resolved informally, the grievant or the Union shall present a written statement on an official grievance form of the alleged violation to the administrator. The Superintendent shall, within fifteen (15) school days of the receipt of the grievance, confer with the grievant and/or his/her representative to try to resolve the grievance. Within fifteen (15) school days after the completion of the conference, the Superintendent shall give his written decision. A copy of the decision shall be given to the Union.
3. Step 3
In the event the grievance has not been resolved in the second step, the Union or teacher may submit a written appeal to a committee appointed by the Board of Education (two {2} Board members and their advisor). Such appeal shall be made within thirty (30) school days after receipt of the Superintendent's decision. No later than fifteen (15) school days after receiving the appeal, the Board committee shall communicate its decision in writing and state their reasons, if requested, to the Union and the grievant.
4. Step 4
Within thirty (30) school days after receiving the decision of the Board committee, the Union may submit the grievance to arbitration under the rules of the Federal Mediation and Conciliation Services (FMCS). The arbitrator shall follow the FMCS Arbitration Policy and Procedures and the Code of Professional Responsibility for Arbitrators of Labor-Management Disputes and his/her decision shall be binding on all parties. Expenses for the arbitration services shall be borne equally by the School Board and the Union.

ARTICLE VI

STUDENT DISCIPLINE

- A. The responsibility for pupil discipline is jointly shared by the teachers, administration, School Board, and parents.
- B. The District Discipline Committee may approve a set of procedures as presented by the District Administrator for handling of discipline problems affecting the school. Teacher representation will consist of both lower and upper grade teachers.

ARTICLE VII

WORKING (EMPLOYMENT) CONDITIONS

A. Teacher Reporting Absence

The teacher will notify the administrator or his designee by 6:30 a.m. the day of said absence, except in extraordinary circumstances with the Superintendent's approval.

B. Classroom Interruptions

Classroom interruptions, whether in person or by other means of communications, will be utilized only in the case of emergency or where no other alternative is possible.

C. School Day

The workday shall be no more than seven (7) hours and thirty-five (35) minutes. One-half hour spent beyond the instructional day shall be considered flextime. Each teacher shall have an uninterrupted duty-free lunch period of at least thirty (30) minutes. A flextime schedule will be developed by mutual agreement.

Fifteen (15) minutes before or after school shall be considered as "flextime." Teachers will establish their regular flextime at the beginning of the year. Adjustments can be made on a weekly basis. Any alterations from the regular flextime for emergencies will be allowed if it does not affect the school program and with reasonable notice.

Teachers' planning time will be allocated on an equitable basis reflecting FTE (full time equivalent) and as is feasible through scheduling.

D. Dress Code

The teachers shall dress in a professional manner.

E. Written Messages

To insure the awareness of all teachers, general information from the administration to the staff shall be in the form of written memos, one of which shall be posted on the bulletin board near the mailbox.

F. Teacher Assignments

Teachers shall be notified in writing no later than June 1 of their tentative assignments for the following school term, as to grade level and/or subject area. Changes after July 15 will be made on an emergency basis.

G. Assignments

Teachers shall not be reassigned to teach another grade level or subject without notification and a conference unless that presently assigned grade level or subject is eliminated. Teachers shall not be reassigned to serve another district without prior notification and agreement of the teacher.

Class Size

Class size shall be limited to twenty-six (26) students in grades K-4 and twenty-nine (29) students in grades 5-8. Class sizes will be reviewed by the Superintendent within the first nine weeks of each semester to determine if the limit has been exceeded. If numbers exceed the limit, either a full time aide may be provided or the class may be split.

H. Posting of Job Openings

The Superintendent shall post a notice of all vacancies and positions as they occur or as they are anticipated. Such vacancies shall be accompanied by a statement of minimum qualifications and salary range. No vacancy, except in case of emergency, shall be filled on a temporary basis until such vacancy shall have been posted for at least ten (10) days. Temporary appointments shall not extend beyond the school year in which it is made. During summer vacations a memo will be sent to the Union making them aware of openings and to any employee who leaves self-addressed envelopes for summer mailings, and to all employee's district email addresses.

I. Seniority

1. That principle of employment policy which accords certain benefits and privileges among employees on the basis of length of service is accepted and endorsed by the parties hereto.
2. District seniority is defined as the length of continuous tenured service as a teacher in the District.
3. Under no circumstances shall any teacher transferring into the District be placed higher on the District seniority lists than a teacher already having seniority in the District.
4. Should a conflict arise concerning two or more teachers with identical seniority, ties shall be broken on the following basis:
 - a. Total teaching experience with the District
 - b. Date of Board action/hiring
 - c. Most education, graduate credit, beyond a bachelor's degree.
 - d. Lottery Draw
5. Notification
 - a. No later than October 1, the administration shall furnish and post District seniority lists to the Union.

- b. A District seniority list shall show the names of all tenured teachers in the District in order of their continuous service in the School District.
- 6. A seniority list shall be posted on the office bulletin board.
- 7. Part-time certified contracted personnel shall gain one-half year seniority based on the annual school year. For instance, a person who works between half and full-time gains one-half a year in seniority.
- J. A teacher's request for reassignment to teach a different grade level or subject shall be considered if the position becomes available or when notice of the vacancy occurs. The requests for reassignment for the following year shall be submitted in writing to the principal no later than April 1.
- K. Administrative Detentions

The administration will not require teachers to supervise detentions assigned by the office.
- L. Equipment such as a working computer and printer, photocopier, laminating machine, accu-cut will be made available to teachers for instructional purposes.
- M. Qualified substitutes will be provided if available, for classroom teachers and art and music classes.

ARTICLE VIII

LEAVES OF ABSENCE

A. Sick Leave

1. Each teacher shall be permitted fourteen (14) sick days per year. Sick leave not used in the year of service for which it was granted shall accumulate to 354 days. Teachers shall be notified in writing at the beginning of each school year, and periodically thereafter, upon request, as to the current number of sick days they have accumulated. All leave days are earned the first day of the school year. Any teacher who leaves the school with prior approval because of illness or because of doctor appointments will be charged as follows:
 - Works 0-25% of day – One (1) sick day will be counted
 - Works 26-74% of day – One-half (1/2) sick day counted
 - Works 75% or more of day -- Will not be counted with any sick leave.
2. In the event of the death of a member of a teacher's immediate family, such teacher shall be entitled to a maximum of five (5) days of sick leave. Immediate family is as defined by Statute.
3. Bereavement Day for other than immediate family – the teacher shall be entitled to use two (2) days of sick leave per year for bereavement. A maximum of three (3) bargaining unit members may use sick leave for bereavement purposes on any given day, on a first through third request arrangement.

B. Personal Leave

Each teacher shall be entitled to three (3) days per year for personal business or emergency without loss of pay or deduction of sick leave. Teachers shall notify the principal at least twenty-four (24) hours in advance of the leave whenever possible. It shall not be necessary for the employee to include the reason for taking such leave when making this request. All leave days are earned the first day of the school year. Unused personal business leave shall be allowed to accumulate as sick leave. Staff members with 15 years of service to the district will be granted an additional personal day (bringing their yearly total to four (4) days) at the beginning of their 16th year of continuous service. A maximum of three (3) bargaining unit members may use personal time on any given day, on a first through third request arrangement.

C. Paid Professional Day

Each teacher may be granted paid professional leave days to attend workshops, conferences, and seminars. Requests for leave shall be in writing and subject to approval of the Superintendent. Reimbursement for travel, lodging, fees, etc., shall be subject to approval.

D. Extended Illness Leave

Upon utilization of all accumulated sick leave, a teacher shall be granted, upon request, an extended leave of absence for up to a maximum of ninety (90) days without pay or benefits

for personal or family illness. At least five (5) days notice shall be given to the superintendent prior to the teacher returning to his/her duties.

E. Leave of Absence

Leaves of absence may be granted without pay to tenured employees as determined by the Board. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave. Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

1. Written request for leaves of absence without pay should be made at least sixty (60) days in advance, except in cases of emergency.
2. Dates of departure and return must be acceptable to the administration and applicant and determined prior to initiating the request.
3. Leaves of less than six (6) weeks, if acceptable to and approved by the administration, will not require Board approval nor sixty (60) days notice.
4. Leaves may be granted for:
 - a. Advanced study leading to a degree from an approved university.
 - b. Educationally-related travel, if the applicant provides an itinerary and an explanation of how such travel will improve the educational program.
 - c. Military service.
 - d. Child rearing other than covered in Article VIII, Section F.
 - e. Temporary job relocation of spouse.
 - f. Other reasons acceptable to the Board which will improve the educational program in the District.
5. Employees on leaves will retain seniority. A year's seniority will be granted if the teacher works at least one hundred twenty (120) full-time equivalent days during the school year.
6. Employees on such leave may continue insurance benefits if they reimburse the District for any pro-rata costs of benefits for which they apply.
7. Employees will not advance on the salary schedule unless working at least one hundred twenty (120) full-time equivalent days in any given school year in which the leave is effective.
8. The employee shall inform the superintendent of his/her intent to return for the following year by December 1, or April 1 for leaves scheduled to end with the following semester. The teacher shall be returned to his/her former position if the position still exists or a comparable position.

F. Maternity or Adoption

Maternity or adoption leave without pay shall be granted to teachers upon application consistent with established Board policy and practice including:

1. Notice for maternity leave must be given as soon as the necessity has been determined. Notice for adoption leave must be given as soon as the prospective parents have been notified by the adoption agency.
2. The leave must commence at a reasonable time prior to birth or placement of the adopted infant. Commencement dates prior to birth of an infant shall be determined in conjunction with a doctor's recommendation.
3. Such obligatory leave shall be for the balance of the school year except if it commences later than February 1, it can include the next school year.
4. All other conditions shall be as in Section E of this Article.

ARTICLE IX

SALARY AND FRINGE BENEFITS

A. Hospitalization and Dental Insurance

The Board shall provide to the teachers a group hospitalization, major medical, and dental insurance policy, (prorated by FTE).

It is agreed that the monthly premium cap paid by the Board of Education for its employees will not change from the original Agreement (\$504) during the term of this Contract. Should the employee health insurance premium rise above the cap during this agreement, both the district and employee shall pay an equal proportion of the increase.

The Board and Union agree to meet within thirty (30) days of enactment of any State or National Health Care Plan, to negotiate the impact of said plan on the health care provisions contained in this agreement.

B. Life Insurance

The Board shall provide each teacher with a \$20,000 life insurance policy at no cost to the teacher.

C. Teacher Retirement System

The Board shall shelter the member's portion of the teachers' retirement contribution to the Illinois Teacher Retirement System.

D. Salary Calculation

All teachers shall receive across-the-board raises of the following percentage in each of the contract years:

2008-2009	4.0% + \$250 for all teachers hired prior to 2004 School Year
2009-2010	4.0% + \$250 for all teachers hired prior to 2004 School Year
2010-2011	4.0% + \$250 for all teachers hired prior to 2004 School Year
2011-2012	4.0%
2012-2013	4.0%

Teachers shall receive a 2% raise upon completion of a BA+15, MA+15, and 4% upon completion of an MA (assuming movement does not increase them above the 6% cap, in which case, they would be capped at 6%).

The Base Salary for 2008-2009 shall be \$29,500 and will increase at a rate of 3% each year of this contract.

E. Extracurricular Compensation Schedule – See Appendix A

F. Pay Schedules – See Appendix B

Teachers shall have the option of being paid on either a nine (9) month or twelve (12) month schedule. Pay dates will be every other Friday of each month. Employees must complete a Salary Election form prior to the beginning of each school year. Verification of accuracy will be completed prior to the first check of each new year (required and elected deduction, gross, and net take-home amounts).

G. Prior Teaching Credit

Teachers entering the District shall be allowed full credit for all years of prior teaching experience in a public school in which they held a valid teaching certificate at a rate equivalent to 2% of the base salary; however, a new hire shall not receive a starting salary higher than the salary of a current teacher with the same amount of experience unless the teaching position is that of a hard-to-staff position as listed by the State. The hard-to-staff position list shall be provided to the Union. If no list exists, the Union shall be notified if a hard-to-staff position is to be filled at a level other than that prescribed in this contract.

H. Educational Salary Calculations

All graduate college credit from an NCATE or NCA accredited institution in a field of education or District-approved graduate college credit outside the education field which may enhance the teacher's competency or technique in the District, shall be included when calculating the staff member's salary. For purposes of horizontal advancement, the following shall apply:

3 CEU's = 1 hour graduate college credit

15 CPDU's = 1 hour graduate college credit

The increase in compensation will, with proof of completion, become effective at the beginning of the following school year. Teachers are to verify graduate level status of the course. (Graduate course defined: *any university graduate course.*)

I. Tuition Reimbursement

The Board will provide a tuition reimbursement program for approved graduate courses, in the amount not to exceed \$140.00 per semester hour, up to nine (9) semester hours per year, per FTE teacher. However, no full-time teacher shall receive reimbursement in excess of the 9 semester hours @ \$140.00 or \$1,260 in any one year. The amount available for all teachers during each year of this contract will be \$5,500. Remaining funds will not accumulate from one year to the next. Application should be made at least thirty (30) days in advance of the class beginning.

Teachers will be reimbursed for pre-approved registration costs associated with workshops, seminars or conferences.

J. Certification Requirements/Professional Staff Development

The certified staff (union) reserves the right to re-open the contract as state requirements for certification and professional staff development become finalized and would thus impact this Agreement.

ARTICLE X

RETIREMENT INCENTIVE

A. Understanding The Early Retirement Incentive

The Board of Education of South Pekin Grade School District 137, recognizing the services of its employees, is offering an early retirement incentive to all employees who are eligible to retire under TRS without penalties to themselves or the District. This District early retirement incentive is meant to be an incentive to the employee rather than a severance payment by avoiding either District or employee contributions under State Early Retirement Options (ERO). This early retirement incentive has been developed to benefit both the employee and the District.

B. Eligibility:

All employees are eligible for the District's early retirement incentive when the employee becomes eligible for retirement under State TRS without penalties to the District. To be eligible the employee must retire when they first meet one of the following conditions.

1. 60 years of age by June 30 in their final year of employment, or
2. At least 55 years of age by June 30 in their final year of employment with thirty-five (35) years of upgraded (2.2) years of service including two years of sick leave days, or
3. At least 55 years of age by June 30 in their final year of employment with 38 years of non-upgraded TRS years including two years of sick leave days

C. Incentive

In the final year of employment, the employee will receive an increase of 6% over their previous year's salary calculation (Article IX, Section D). The 6% incentive is inclusive of all other salary increases, which the Teachers' Retirement System considers in the calculation of employer penalties under P.A. 94-004, and any subsequent related legislation.

1. The proposed incentive is inclusive of any other salary increase already in the agreement;
2. All employees intending to accept the incentive to retire, must submit a letter to the Board of Education by June 1, of the year preceding their final term stating their intention to retire (i.e. June 1, 2005 stating retirement by June 30, 2006);
3. In order to take advantage of this incentive, an employee must take the incentive the first year he or she becomes eligible as defined above.

ARTICLE XI

EFFECT OF AGREEMENT

A. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties. The employer retains its statutory right to manage the school district. Implementation of those rights shall be consistent with this Agreement and the Rules and Regulations of the Illinois Educational Labor Relations Board.

B. Management Rights

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

C. Term of Agreement

This Agreement shall be effective August 18th, 2008 and shall continue in effect until the first day of the 2013-2014 school year.

This Agreement is signed this 15th day of May 2008.

In witness thereof:

**SOUTH PEKIN GRADE SCHOOL
DISTRICT 137**

**SOUTH PEKIN FEDERATION OF
TEACHERS LOCAL 4594**

President

Co-President

Secretary

Co-President

APPENDIX A

EXTRACURRICULAR SALARY SCHEDULE

Extracurricular Position	% of Base Used to Calculate Stipends Each Year of Agreement	2008-2009
Boys Baseball	2.7%	\$ 797.00
Girls Softball	2.7%	\$ 797.00
Student Council	2.7%	\$ 797.00
Cross Country	6%	\$ 1,770.00
Cheerleading	5%	\$ 1,475.00
Girls Basketball	6%	\$ 1,770.00
Assistant Girls' Basketball	3%	\$ 885.00
Head Boys' Basketball	6%	\$ 1,770.00
Assistant Boys' Basketball	3%	\$ 885.00
Head Volleyball	6%	\$ 1,770.00
Assistant Volleyball	3%	\$ 885.00
Scholastic Bowl	4%	\$ 1,204.00
Young Authors	1.3%	\$ 384.00
Head Track Coach	6%	\$ 1,770.00
Assistant Track Coach	3%	\$ 885.00
Athletic Director	8%	\$ 2,360.00
Ticket Takers	.0678%	\$ 20.00
Before School Playground Supervision/hr	.0593%	\$ 17.50
Detention Supervision (per hour)	.0847%	\$ 25.00
Home Hospital Tutoring (hr)	.0847%	\$ 25.00
Teen Conference (per grant)	.621%	\$ 183.34
Supervision	.214%	\$ 63.00
Classroom Supply Per Teacher	\$100/teacher each year of the contract	

2007-2008 coaches will receive their current rate plus 3% for each year of the contract until they resign from their position. New coaches will receive the percentage of the base per coaching position. As the base increases so does the stipend.

New extracurricular duty stipends will be discussed by the administration and SPFT with ultimate approval by the Board.

The district desires head and assistant coaches in 4 of the sports listed above. Should there be no assistant coach applicants, the head coach will be paid 1.3 times the head coach stipend.

Payments may be chosen from the following options by individual sponsors/coaches:

- Included with regular salary and paid over the entire year
- At the conclusion of the season/activity
- At the end of the school year

(All appropriate deductions will be determined for all options)

APPENDIX B
PAY PERIOD SCHEDULES
2008-2013