

Contract Agreement

Between the

Spoon River Valley Teachers' Association

And

The Board of Education of

Spoon River Valley Community Unit

School District No. 4

For the

2010-2011

School Year

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Article 1

Recognition

The Spoon River Valley Board of Education recognizes the Spoon River Valley Teacher's Association, affiliated with the Illinois Education Association and the National Education Association, as the exclusive bargaining representative for all regularly employed certificated classroom teachers acting in a non-supervisory capacity.

Article 2

Employee and Association Rights

2.1 Right to Organize

All full and part-time certificated teachers who are not serving in an administrative position shall have the right to organize, join or not join, assist the Association and to participate in negotiations with the Board. The Board shall not discriminate against any employees for either joining or not joining the Association.

2.2 Personnel File

Each employee shall have the right, upon request, to review the contents of his/her personnel file and to place therein written reactions to any of its contents. This review shall take place during the working day under the supervision of the Superintendent or designee. Such review shall take place within seven (7) working days of the request of the employee. The employee is entitled to receive one copy per contract duration of the contents of the file for a fee of \$3.00. Copies of any material placed in an employee's personnel file shall be provided at no charge to the employee at the time of placement in the file.

2.3 Meetings, Notices and General Information

The Association will be allowed the following:

- a. The use of the school buildings for meetings, except during regular school hours. Meetings will be allowed with scheduling approved by the administration.
- b. The use of employee mail boxes and designated bulletin boards.
- c. All school equipment may be used during non-school hours or during school hours with consent of the building principal or his/her designee. The school district will be reimbursed for consumable

materials. Copies will cost 2.5 cents per copy for the first 500 copies and 25 cents per copy for copies thereafter.

2.4 Board Minutes

A copy of all open Board minutes will be sent to the President of the Association after being officially approved by the Board.

2.5 Notice of Meetings

Written notice of all regular meetings and an agenda shall be sent to the President of the Association or his/her designee at the same time as it is made to the Board of Education members. In case of special or emergency meetings, the effort shall be made to contact the President of the SRVTA or his/her designee in the same manner and time frame as the board members are notified.

2.6 Public Documents

The Board agrees, upon request, by the Association President or his/her designee, to make available as soon as possible, a copy for the Association of all public documents as such documents become available for public inspection.

2.7 Dues Deductions

Association members may have dues deducted in equal amounts beginning with the first pay check in September through the second pay check in May. Those dues withheld during a month will be paid to the Association by the first day of the next month. The Association shall provide the District with satisfactory proof of employee dues authorization and the amount of local membership dues. In addition, should dues' amounts change, the Association agrees to provide the District with written notification of those changes at least fifteen (15) calendar days prior to the effective date of said changes. The Association shall defend, indemnify and hold harmless the Board, its officials, representatives and agents against any claim, demand, suit or liability arising from any actions taken in compliance with this section.

2.8 Contract Agreement

Within thirty (30) calendar days of ratification of the agreement, the Board shall have sufficient copies of the agreement prepared and delivered to the Association for distribution to each teacher in the District.

2.9 Vacancy Notices

The Superintendent or designee shall have posted prior to advertisement outside the district, a notice of all certified/extra duty vacancies or new teaching positions as they occur. It will be advertised via a written posting in the teacher's

workroom at each building, and in the district office at least one (1) week prior to public listing. A copy will be provided to the SRVTA President at the time of posting. During a school holiday or summer vacation this posting shall be mailed to all bargaining unit members.

2.10 Labor/Management

The Board, administrative representative, and the Association agree to meet quarterly for the duration of this contract.

2.10.1 Each party will submit to the other, on or before five (5) working days prior to the meeting, an agenda covering matters they wish to discuss. A submitted agenda from either party constitutes a meeting.

2.10.2 The ongoing meetings will in no way constitute a waiver on the part of the Association of midterm bargaining rights, which may be granted under the IELRA.

Article 3

Grievance Procedure

3.1 Definition

Any claim by a teacher or the Association that there has been an alleged violation of the terms of this agreement shall be a grievance.

3.2 Time Limits

All time limits shall consist of school days, except that when grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall consist of all weekdays. The time limitations set forth herein are of the essence in this Agreement. No grievance shall be accepted by the Employer unless it is submitted or appealed within the time limits set forth in the various provisions. If a grievance is not timely submitted at Stage One or Two, it shall be deemed waived. If the grievance is not timely appealed to Stage Three, Four or Five it shall be deemed settled in accord with the answer of the building principal Stage Two, the Superintendent at Stage Three or the Board at Stage Four. If the designated administrator or Board fails to answer within the applicable time limits the grievance shall automatically proceed to the next step.

3.3 Procedure

a. Stage One – Informal Step

The employee or the Association may present the grievance to the immediately involved supervisor by means of an informal verbal discussion within ten (10) days of the event giving rise to the grievance or the grievant's knowledge of same, whichever is later. If unsatisfied with the outcome of this step, the employee or Association may proceed to Stage Two.

b. Stage Two – Principal

The teacher or the association shall present the grievance in writing within ten (10) days of the alleged contract violations, specifying the article and clause alleged to have been violated and stating the remedy sought to the building principal. Within ten (10) days, the building principal will arrange for a meeting with the grievant. The building principal shall provide a written answer to the grievance within ten (10) days after the meeting.

c. Stage Three – Superintendent

If the grievant is not satisfied with the disposition of the grievance at stage two, the grievant may submit the grievance in writing to the Superintendent within ten (10) days of the receipt of the principal's response. Within ten (10) days the superintendent will arrange for a meeting with the grievant. The superintendent shall provide a written answer to the grievance within ten (10) days after the meeting.

d. Stage Four – School Board

If the grievant is not satisfied with disposition of the grievance at stage three, the grievant may submit the grievance to the Board of Education for a determination. The Board shall allow the grievant to present his/her case at the next regularly scheduled Board meeting. However, in the event the grievance is submitted to the Board less than ten (10) days prior to the next regularly scheduled Board meeting, it will be heard at the following Board meeting. The written decision of the Board shall be provided to the grievant within ten (10) days after it is heard by the Board. If an appeal to the Board is not filed within ten (10) days of the stage three answer, then the grievance shall be deemed withdrawn.

e. Stage Five – Arbitration

If the grievant is not satisfied with the disposition on the grievance at stage four or the time limits expire without the issuance of the Board's written reply, the association may submit the grievance for final and binding arbitration. If a demand for arbitration is not filed within 10 (ten) days of the date for the stage four answer, then the grievance shall be deemed withdrawn.

- a. Neither the Board of Education nor the grievant shall be permitted to assert any grounds of evidence before the arbitrator which has not been previously disclosed to the other party.
- b. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of the agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the School District and the grievant, and his/her decision must be based only upon his/her interpretation of the meaning or application of the express relative language of the agreement.
- c. Each party shall bear the full costs for its representation in the grievance procedure.
- d. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the grievant.
- e. Each party shall share equally the cost of the arbitrator who shall be selected from the American Arbitration Association.

f. Representation

At any stage in the grievance procedure the grievant may, at the grievant's sole discretion be accompanied or assisted by a member of the Association acting as the building representative from the grievance committee.

- 3.4 If the Association and the superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.
- 3.5 If the Association and the superintendent agree, a grievance may be submitted directly to arbitration.
- 3.6 A class grievance, involving one or more teachers or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Stage 1.
- 3.7 The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no teacher shall be required to discuss any grievance if the Association's representative is not present.
- 3.8 When the teacher is not represented by the Association, the Association shall reserve the right to review any tentative agreements reached for the purpose of

protecting the rights of all bargaining unit members which may be affected by the resolution.

- 3.9 The Board, Administration, and Association agree to cooperate in the investigation and processing of any grievance.
- 3.10 No reprisal shall be taken by the Board or the Administration against any teacher, because of the teacher's participation in a grievance.
- 3.11 Should the grievance investigation and/or arbitration hearing be held during the teacher's work day, and released time be required by mutual consent, the grievant shall be given released time.
- 3.12 All records related to a grievance shall be filed separately from the personnel files of teachers.
- 3.13 A grievance may be withdrawn at any level without establishing precedent.

Article 4

Employment Conditions

4.1 School Calendar

The Board shall establish a school calendar, which does not exceed one hundred eighty five (185) school days. The calendar shall contain no more than 176 regular work days, four institute days and five emergency days. If the five emergency days are not used for emergency purposes, they shall not become employee work days. In the event that a teacher absence (not covered under sick or personal leave results in a deduction of pay, the amount deducted shall be based on a 180 day calendar. Each day worked above 180, employees shall be paid at the rate of 1/180 of his/her salary.

4.2 Changes of Duties or Responsibilities

All teachers who have a change in teaching assignment shall be given written notice or assignments no later than 30 days before the start of the next year, provided there is no change in personnel.

4.3 Duty Free Planning Periods

- a. A duty free planning period will be provided to all staff.
- b. Each elementary teacher shall be provided with equal planning time of 300 minutes per week.

1. Teachers shared between the elementary and junior/senior high school buildings shall have his or her planning time determined by one of two methods. Method One: if planning time is given in one daily block, the planning time must equal that of a junior/senior high school teacher. Method Two: if planning time is given in multiple daily blocks and must equal 300 minutes per week.
- c. Junior High and Senior High teachers shall have daily preparation time equal to one teaching period in each full teaching day. If the Junior High and Senior High are on different length teaching periods, each teacher will have daily preparation time equal to the longest teaching period.
- d. Teachers serving as a substitute during their preparation period, at the request of an administrator shall receive \$25.00 per 8 Block period and \$12.50 per non-8 Block period. The teacher may refuse the substitute duty.

4.4 Teaching Load

At the junior high and the senior high level, teachers will teach a maximum of 6 junior high class periods, or the equivalent, per day. Assignment to a supervised study hall shall be considered a teaching class. Teachers may also be assigned a non-teaching homeroom.

- a. At the junior high and senior high level, teachers will be compensated 1/13 of his or her teacher salary per semester for each period of overload.

4.5 Disabled Employees Accommodation

- a. The District and the Association mutually agree that:
 1. Both parties have a legal obligation to consider reasonable accommodation for qualified disabled employees pursuant to the Americans With Disabilities Act (ADA).
 2. A bargaining unit member seeking an accommodation has the right to be represented by the Association in discussions with the Employer regarding such accommodation.
- b. The Employer, upon receiving a request for an accommodation of a disability from any disabled bargaining unit member or other disabled employee, which accommodation could potentially impact the terms and conditions of employment of any bargaining unit member, will:

1. Notify the Association in writing of such request and afford it the opportunity to participate in any and all discussions regarding accommodation.
 2. Provide the Association all relevant information in the Employer's possession regarding all proposed accommodations and the Association agrees to keep medical information related to the reason for the accommodation confidential, unless the affected employee signs a release.
- c. When discussions regarding accommodation have concluded, the Employer will:
1. Provide the Association, within five (5) days, a written summary thereof and a copy of any accommodation agreement.
 2. Bargain with the Association upon request, over the impact or effects on other bargaining unit members in regards to any agreed to accommodation.
- d. The District and the Association further acknowledge that particular accommodations are intended to meet the individual needs of particular persons. Therefore:
1. Any accommodation provided under the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.
 2. Disputes arising from accommodation decisions and the implementation of this Article are subject to the grievance procedure per Article 3 of this Agreement.

4.6 Fair Share Agreement

- a. Effective the beginning of the 1999-2000 school year, 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 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. 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:
 - 1. The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
 - 2. 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.
- e. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employee's non-negligent compliance with this Article. 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.
- f. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on 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 5

Reduction in Force

5.1 Force Reduction Code

Reduction in force shall be in accordance to the Illinois School Code, 105 ILCS 5/24-12.

5.2 Dismissal Order

Tenured teachers shall be dismissed inversely to seniority which they have and pursuant to other provisions of this Article. Seniority means the length of continuous service in the District. Such services shall be deemed to commence on the first day of full-time employment. A Board approved leave of absence shall not be deemed to interrupt continuous employment.

5.3 Seniority List

Seniority shall be defined as total years of continuous, certificated service in the district. Pro-rata seniority credit shall be given for less than full-time service. This seniority credit will be held in escrow until tenure is achieved. Unpaid leaves of absence and layoff periods during which recall rights exist shall not be counted in determining seniority, but shall not be deemed a break in continuing service. Seniority is lost upon an employee's resignation, dismissal, or retirement from the district. Seniority lists shall be developed by the administration and approved by the Association (SRVTA) per statute.

5.4 During the term of the agreement, the Board will not use distance learning, online classes, or academic co-op for the purpose of hiring outside services to permanently replace the tenured employees of the bargaining unit.

Article 6

Leaves

6.1 Sick Leave

At the beginning of each school year, each full time certificated employee shall be credited with twelve (12) days sick leave. The unused portion shall accumulate from year to year with no limit. Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family or household. The immediate family consists of the employee and his or her spouse, or household. The immediate family shall include: parents, spouses, brothers, sisters, parents-in-law, brothers-in-law, sisters-in-law, children, grandparents, grandchildren, legal guardians, aunts, uncles, nieces, nephews, and first cousins.

6.2 Personal Leave

The Board shall grant the equivalent of three (3) days of personal leave each year without loss of pay. A written request without a specific reason necessary shall be given the building principal at least two (2) days in advance of the absence. If less than two (2) days in advance of request, the teacher must justify the absence. The building principal shall not disapprove a request unless 5 personal or

workshop days have previously been granted for that day. Requests shall be approved in the order as received by the principals. Personal days will not be granted during the last five (5) days of each semester. Personal leave days can be accumulated to five (5) days. Days that could accumulate after (5) days shall be applied to the employee's sick leave accumulation.

6.3 Association Leave

During the school year, representatives of the Association may be absent for an aggregate of not to exceed six (6) school days for the purpose of attending any meetings pertaining to Association business.

6.4 Professional Leave

Professional days may be used for educational purposes with approval of the administration. The employee shall submit a written request to the building principal at least one week prior to the leave. Professional business days shall be used for the purpose of:

1. Visitation to view other techniques or programs or new equipment.
2. Other observations that relate to the employee's performance.

The Board shall review and establish yearly expense rates for professional leave.

6.5 Leave of Absence

An unpaid leave of absence may be granted by the Board for medical, advanced study, child raising or personal reasons. If a teacher teaches 90 or more days during the year in which a leave is granted, one year of experience will be granted on the salary schedule.

6.6 Sick Leave Bank

The intent of a Sick Leave Bank is to provide extended sick leave benefits to all bargaining unit members who incur a period of extended injury, illness or hospitalization. **The Sick Leave Bank may also be used in the case of an illness, injury or hospitalization of an immediate family member.** A person will be eligible for Sick Leave Bank benefits after using all accumulated sick leave days.

- a. Request – Certificated personnel or designated representative of the employee shall contact in writing the Governing Committee two (2) days prior to the need to draw upon the Bank. All requests shall be for a specified length of time not to exceed thirty (30) contractual teacher attendance days. The initial request and/or any request for extension must include the written confirmation of a physician stating the reason and the length of time for the request.

Requests for extensions must be made two (2) days prior to the end of the leave previously granted by the Governing Committee.

- b. Eligibility – All full-time and part-time certificated personnel may join the Sick Leave Bank **during their first five years of employment. Current employees with more than five years of employment have two weeks to join after the start of the 2007-2008 school year** or two (2) weeks after a certificated staff member is employed, whichever is later. Membership is on a school year basis. One (1) day per year is to be voluntarily donated by each member to the Sick Leave Bank. The member will have one (1) day deducted from his/her personally accumulated sick leave each year until five (5) days have been donated. When the minimum of one hundred fifty (150) days is reached, only new members, plus those who have used the Bank the previous year, will be assessed. If at the end of the school year, the number of sick days in the Bank is less than the balance goal of one hundred fifty (150) days, the Governing Committee shall assess all members one (1) sick leave day the following year. (In no case shall a member contribute more than two (2) days in any year.) Members who use the Bank will repay an equal number of days at a rate of two (2) days per year until they have repaid the Bank or are no longer employed by the District.
- c. Withdrawals – The Sick Leave Bank shall not provide more than twenty percent (20%) **of that person’s** beginning balance for the benefit of one (1) person.
- d. Governing Committee – A Governing Committee made up of the Superintendent and the President of the SRVTA shall act in all matters of interpretation of the use of the Sick Leave Bank.

Article 7

Negotiation Procedure

7.1 Good Faith

Both parties agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith with respect to wages, hours, and other terms and conditions of employment. The obligation to bargain collectively, however, does not compel either party to agree to a proposal or require the making of a concession.

7.2 Successor Agreement

Not earlier than April 1 nor later than April 7 of the final year of the contract the parties agree to make written notification that negotiations for a successor agreement shall be initiated.

7.3 Impasse Procedure

If the parties engaged in collective bargaining cannot reach agreement, either party can declare impasse after August 1 at which time a joint letter will be sent requesting mediation. The procedure to overcome the impasse shall be those enumerated in the Illinois Educational Labor Relations Act. The federal mediation service shall be used when impasse is reached.

Article 8

Employee Compensation and Fringe Benefits

8.1 Full Experience Credit

A teacher hired into this unit shall receive full credit for previous teaching experience in other public school systems up to the maximum allowed on the schedule.

8.2 Salary Schedule

- a. The salary schedule shall be set forth in Appendix A, which is attached to and incorporated in this Agreement. The Board of Education shall have the right to establish the salary for a teacher with no previous experience which shall in no case exceed that of a second year teacher.
- b. The Board shall reimburse the teacher for credit hours earned in his/her teaching area in the amount of \$125/hr. provided the course work is for only graduate level credit at a State of Illinois onsite or online accredited post-secondary facility. In special situations requiring undergraduate work to expand an area of expertise, the teacher may petition the superintendent for inclusion into the program. Prior approval from the superintendent will be required in both undergraduate and graduate coursework prior to matriculation
- c. Those with a provisional certificate who have completed 2,000 hours of verifiable work within thirty (30) days of the final ratification of this contract may move across the salary schedule one step by providing verification to the superintendent and the board of education for acceptance. Teachers must receive prior superintendent approval on a proposal for work to be performed after the thirty (30) days of the final ratification of this contract.

- d. The board shall reimburse teachers receiving their National Board certification in the amount of \$250.00 upon completion of his or her course of study.

8.3 Payroll Installments

Salary will be paid in twenty-four (24) semi-monthly installments with equal pay deduction, unless a request is received for the salary to be paid in twenty (20) semi-monthly installments by September 1 of the school term for which the salary is paid. Pay day will be the 13th and the 28th of each month. When these days fall on a weekend or holiday, pay day will be on the last teaching day previous.

8.4 Supplemental Jobs

- a. The supplemental pay schedule shall be set forth in Appendix B, which is attached to and incorporated into this Agreement. Supplemental pay shall be incorporated into the regular pay periods.
- b. Employees hired solely for supplemental duties listed in Appendix B may be paid at such time as the Board deems necessary. The salary shall be determined by Appendix B.
- c. The necessity to fill the positions in Appendix B shall be determined by the Board of Education.

8.5 Retirement Pay

The salary schedule set forth in Appendix A and Appendix B include full teacher retirement contribution to the teachers' retirement system and will be tax sheltered.

8.6 Hospitalization and Major Medical

The Board shall make available for each full time certified employee life, health, and major medical insurance. The Board agrees to pay 100% of the monthly premium for employee insurance. The Board and Association shall agree upon the specifications and carrier. The Western Area School Health Benefit Plan shall remain in force for the duration of this agreement. The Board and the Association will form a joint committee to review health insurance alternatives.

In lieu of the 27.5% payment of dependent care health coverage, the Board agrees to add \$2200 plus TRS payment (\$229.00), a total of \$2429.00 to the salary schedule for every full time certified employee.

The Board and the Association, as part of this Agreement, agree to form a joint committee, hereinafter the "Committee", between the Board and the Association

to review health insurance alternatives and options on an annual basis. Said committee will meet at a time agreed upon by the Board and the Association.

The Board and the Association agree to the following:

- a. The Board and the Association will form the Committee comprised of not more than three members each. The Committee will be jointly chaired by a representative from each of the Board and the Association. Administrative staff may assist the Board and additional certified staff may assist the Association in completion of the work set forth herein;
- b. Goals of the Committee will include but not be limited to: better health insurance coverage for the Association; lower premium costs for the Board and the Association members; and, the implementation of a flexible spending plan to save Association members taxes on IRS allowed medical costs;
- c. The Committee will be charged with exploring all avenues for alternative insurance coverage and flexible spending accounts for Association members and
- d. All information regarding the work set forth in this agreement will be shared freely between the Board and the Association;
- e. The Committee will meet as often as necessary in order to complete its analysis and recommendation to the full Association and Board for action. Meetings will be set by joint approval of the Committee chairs;
- f. The recommendation of the Committee must be ratified by both memberships of the Association and the Board as set forth in this Agreement.

8.7 Unused Sick Days

- a. The employee shall be entitled to apply any or all of his/her accumulated sick leave days upon retirement for additional service credit with the Illinois Teachers' Retirement System in accordance with the maximum amount of additional service credit allowable under applicable TRS rules and regulations.
- b. Upon retirement, the District shall pay for all accumulated unused sick leave days at a rate of \$25 per day, provided the unused days are not applied to TRS

service credit. The total amount paid shall not exceed \$6,250. The amount shall be payable in the month of retirement. The teacher will be responsible for making the teacher's total contribution to TRS for any payment made under this section; however, should this payment cause an increase of more than six percent in the teacher's total creditable earnings for the final year of service when compared to the previous year's creditable earnings, then the amount of excess of the six percent increase shall not be classified as creditable earnings and shall be paid in a lump sum payment during the payroll period immediately following the teacher's last day of service and after receiving his or her final paycheck.

8.8 Jury Duty and Court Appearances

Any employee serving on a jury or any employee who is subpoenaed to appear in court on a matter in which said employee is not a party or party of interest, during his/her scheduled work hours shall receive his/her full salary and fringe benefits for the time served on the jury or subpoena to appear in court, surrendering to the employer all payments received for serving as a juror less any payments for non-duty days, mileage allowance, meal allowance, and parking fees.

8.9 Retirement Bonus

The Board of Education shall provide a \$7000 retirement bonus to any teacher in his or her final year of service provided: 1) the teacher submits to the Board an irrevocable letter of retirement/resignation by February 15 of his or her final year of service, or if the 15th falls on a weekend or holiday, by the following school day; 2) The teacher will have 18 years of service with the district upon retirement; and 3) The teacher will be at least 60 years of age or will have at least 35 years of creditable service and will not retire under the statutory early retirement option causing the district to have to pay a penalty or other monies to the Teachers' Retirement System. The retirement bonus shall be paid in the month of retirement, or if earlier notice is given, the teacher may at his or her option spread out the bonus over the teacher's final four years of service. The teacher shall be responsible for making the teacher's contribution to TRS for any payment made under this section. Should the payment of this bonus cause an increase of more than 6% in the teacher's total creditable earnings in the final year of service or in any of the teacher's final four years of service when compared to the previous year's creditable earnings, then any amount in excess of the six percent increase shall not be classified as creditable earnings in that year and shall be paid in a lump sum payment during the payroll period immediately following the teacher's last day of service and after receiving his or her final paycheck.

8.10 Educational Duty Stipend

Teachers performing district mandated duties beyond the scope of the school day (currently 7:50 a.m. – 3:25 p.m.), as defined by section 9.2, shall be paid at a rate of \$20.00 an hour. A joint committee comprised of teachers and administrators shall establish and annually review the list of mandated meetings.

Administration shall establish the number of staff required to attend mandated meetings once the schedule is agreed upon. Revisions of the mandatory meeting list will be subject to the final Board of Education approval. Teachers shall not be compensated for after school faculty meetings not to exceed one meeting per month or one hour per meeting.

8.11 Flexible Spending Plan

Certificated employees may choose to participate in a flexible spending plan for health insurance premiums provided by the school district.

Article 9

Management Rights

9.1 The Board shall not be required to bargain over inherent managerial policy which shall include the following areas of discretion or policy:

1. The functions of the Board
2. Standards of Service
3. The Board's overall budget
4. Selection of new employees
5. Direction of all employees

9.2 Negotiations will not be re-opened on the effect of any permissible management action during the life of this agreement, unless management action requires a teacher to be present before 7:50 AM or after 3:25 PM on a normal student attendance day. This may only be altered by emergency or special events.

Article 10

Evaluation Committee

10.1 Evaluation Committee

Two representatives from SRVTA in cooperation with two representatives from the administration shall comprise an Evaluation Committee for District 4. This committee shall meet at least once a year to review the District's Teacher Evaluation Plan.

10.2 Evaluation Plan

A copy of the District 4 Evaluation Plan and the Evaluation Plan Description of Summary Evaluation Rating shall be provided by the district to each contractual employee with the Contract Agreement.

10.3 Administrative Evaluation

The School Board will require each principal to administer an evaluation of his/her performance during the school year to his/her certificated staff.

Article 11

Effect of Agreement

11.1 Complete Understanding

The provisions of this agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. The parties agree that their undertakings in this agreement are mutual. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this agreement shall be superseded and replaced by this agreement.

11.2 Individual Contracts

The terms and conditions of this agreement shall be reflected in individual contracts or employment agreements.

11.3 Savings Clause

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.

11.4 Strikes

Educational employees shall not engage in a strike or work slowdown except under the conditions set forth in Section 13 of the Illinois Educational Labor Relations Act.

11.5 Unfair Labor Practices

The Board and the Association agree that they will not, during the period of this agreement, directly or indirectly, engage in or assist in any unfair labor

practice under the conditions set for in the Illinois Educational Labor Relations Act.

11.6 Re-Opener Clause

Either party may request that discussions take place regarding a specific section of this agreement. However, both the SRVTA and the Spoon River Valley CUSD No. 4 Board of Education must agree to open discussions on the specific section requested before discussions can take place.

11.7 Term of Agreement

This agreement shall be effective August 1, 2010 and shall continue in effect until July 31,2011. This agreement is signed this 26th day of July, 2010.

In witness thereof:

For the Spoon River Valley
Teachers' Association

For the Board of Education,
Spoon River Valley
Community Unit School
District No. 4

President

President

Secretary

Secretary

**Memorandum of Understanding
To
Article 2.10
Of the 2011 Contract
Between
The Board of Education
Spoon River Valley CUSD #4
And the
Spoon River Valley Teachers' Association**

GROUND RULES FOR 2.10

- 1. Agenda items brought to the quarterly meetings must be brought through appropriate administrative channels BEFORE they can be put on the agenda. in addition, appropriate documentation must be brought to the meeting.**
- 2. There are not restrictions on the number of teachers that may attend the meeting.**
- 3. Up to three board members may attend this meeting.**
- 4. Meetings shall be held on the first Thursday of October, January, March, and May beginning at 7:00 P.M. in the boardroom.**
- 5. At least three members of the SRVTA negotiating team should be at each meeting.**
- 6. The SRVTA president and the superintendent may mutually agree to change the meeting date due to unforeseen circumstances.**

President, Board of Education

President, SRVTA

Memorandum of Understanding
Workload Plan for Special Educators
Of the 2011 Contract
Between
The Board of Education
Spoon River Valley CUSD #4
And the
Spoon River Valley Teachers' Association

In order to provide students with IEP's the free and appropriate education to which they are entitled, Spoon River Valley CUSD #4 in with cooperation of the Spoon River Valley Teachers Association (SRVTA) will work with Spoon River Valley CUSD #4 affected employees to:

1. Ensure there is sufficient staff available so that all services required under a students IEP can be provided at the requisite levels of intensity.
2. Not exceed class sizes establish by the Illinois State Board of Education.
3. Review its targeted staffing patterns annually.

If a special educator has concerns regarding his/her schedule and the ability to meet their workload the following will occur:

- a. The special educator will schedule a meeting with his/her direct supervisor to discuss the concerns.
- b. The special educator will bring to this meeting at least three weeks of schedule samples, including service minutes, consultation time and other requirements that gives the special educator concern regarding his/her workload.
- c. Through a discussion with the supervisor, the supervisor and special educator will develop written options and strategies to address the concern.

	Class Size Limit with teacher only*	Class Size limit with teacher and a classroom paraprofessional
Early Childhood Education	5	10
Students with 20% or less Special Education Services	15	17
Students with 21-60% Special Education Services	10	15
Students with 61% or more Special Education Services	8	13

***=Number/Values are established per school code, Illinois State Board of Education and WSEC Guidelines. Work load plan will be cooperatively reviewed by both parties on an annual basis as requires per state statute.**

The special education teacher shall be allowed two (2) days per year to schedule and prepare for annual IEP reviews. The district shall provide a substitute for the special education teacher's class during this time.

President, Board of Education

President, SRVTA

APPENDIX A

SPOON RIVER VALLEY SCHOOLS
TEACHERS' SALARY SCHEDULE
FOR 2010-2011

TRS IS INCLUDED

YEARS	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	ED.SPEC./ MS+32
0	30926	31198	31470	31742	31798	32070	32342	32614	32886
1	31546	31818	32090	32362	32526	32798	33070	33342	33614
2	32166	32438	32710	32982	33254	33526	33798	34070	34342
3	32786	33058	33330	33602	33982	34254	34526	34798	35070
4	33406	33678	33950	34222	34710	34982	35254	35526	35798
5	34026	34298	34570	34842	35438	35710	35982	36254	36526
6	34646	34918	35190	35462	36166	36438	36710	36982	37254
7	35266	35538	35810	36082	36894	37166	37438	37710	37982
8	35886	36158	36430	36702	37622	37894	38166	38438	38710
9	36506	36778	37050	37322	38350	38622	38894	39166	39438
10	37126	37398	37670	37942	39078	39350	39622	39894	40166
11	37746	38018	38290	38562	39806	40078	40350	40622	40894
12	38366	38638	38910	39182	40534	40806	41078	41350	41622
13	38986	39258	39530	39802	41262	41534	41806	42078	42350
14	39606	39878	40150	40422	41990	42262	42534	42806	43078
15	40226	40498	40770	41042	42718	42990	43262	43534	43806
16	40846	41118	41390	41662	43446	43718	43990	44262	44534

Those off the schedule with a BS degree shall receive a step increase plus cash option settlement. (TRS included)

Those off the schedule with a MS degree shall receive a step increase plus cash option settlement. (TRS included)

Those off the schedule shall receive a \$272 increase above their salary for each level of education they achieve. (TRS included)

EXTRACURRICULAR SALARY SCHEDULE
TRS IS INCLUDED

APPENDIX B

POSITION	2011 SALARY	INCREMENT
ATHLETIC DIRECTOR	3,728	60
HEAD FOOTBALL	3,505	60
ASS'T FOOTBALL (1ST)	2,225	60
ASS'T FOOTBALL (2ND)	2,058	60
HEAD VOLLEYBALL	3,505	60
ASS'T VOLLEYBALL	2,225	60
HEAD BOYS' BASKETBALL	3,505	60
FR-SOPH BOYS' BASKETBALL	2,225	60
HEAD GIRLS' BASKETBALL	3,505	60
FR-SOPH GIRLS' BASKETBALL	2,225	60
HEAD BOYS' TRACK	1,670	60
HEAD GIRLS' TRACK	1,670	60
HEAD SOFTBALL	2,225	60
FR-SOPH SOFTBALL	1,670	60
HEAD BASEBALL	2,225	60
FR-SOPH BASEBALL	1,670	60
SR. HIGH CHEERLEADING	1,670	0
ANNUAL (YEARBOOK)	1,670	60
STUDENT COUNCIL	873	60
SR. HIGH SC'HOLASTIC BOWL	1,670	60
PLAY DIRECTOR (PER PERF.)	1,113	60
SPONSOR OF SCHOOL PAPER	668	60
SR. CLASS SPONSOR	835	0
SR. CLASS SPONSOR	835	0
JR. CLASS SPONSOR	890	0
JR. CLASS SPONSOR	890	0
SPEECH TEAM	1,336	60
ASSISTANT SPEECH COACH	865	60
JR. HIGH BOYS' BASKETBALL	2,225	60
ASS'T JH BOYS' BASKETBALL	1,670	60
JR. HIGH GIRLS' BASKETBALL	2,225	60
ASS'T JH GIRLS BASKETBALL	1,670	60
5TH/6TH BOYS' BASKETBALL	1,113	0
5TH/6TH GIRLS' BASKETBALL	1,113	0
JR. HIGH VOLLEYBALL	1,670	60
ASS'T JH VOLLEYBALL	1,113	60
JR. HIGH BOYS' TRACK	1,113	60
JR. HIGH GIRLS' TRACK	1,113	60
JR. HIGH CHEERLEADING	890	0
JR. HIGH SCHOLASTIC BOWL	668	0

TICKET SELLERS	30	0
BUS CHARPERONES	30	0
BASKETBALL SCORER	30	0
BASKETBALL TIMER	25	0
FOOTBALL TIMER	25	0
FOOTBALL ANNOUNCER	25	0
FOOTBALL CHAIN GANG	15	0
VOLLEYBALL SCORER	25	0
VOLLEYBALL TIMER	15	0
LABORO RECORDER	24	
TRACK STARTER	30	0
DIRECTOR OF MUSICAL	1,113	60
DR. OF MARCHING/PEP BAND	1,113	60
DIRECTOR OF ART SHOW	557	60
SUP. OF EXTRACURRICULAR ACT.	40	0
SET CONST. DIR. (PER PERF.)	334	0
HEAD JH FOOTBALL	1,113	60
ASS'T JH FOOTBALL	835	60
ASS'T JH FOOTBALL	835	60
EDUCATIONAL DUTY STIPEND RATE*	20	PER HOUR
GENERAL SUPERVISORY	20	PER HOUR
MULTI-AGE(FIRST YEAR ONLY)-PER EDUCATION DUTY STIPEND RATE (PER TEACHER X 3)		

*MENTOR: QUALIFIED, TRAINED MENTORS WILL BE SELECTED AND PAID AT THE HOURLY EDUCATIONAL STIPEND RATE, \$20.00. A COPY OF ANNUALLY ANTICIPATED MEETINGS SHALL BE PROVIDED IN ADVANCE TO EACH BUILDING ADMINISTRATOR BY THE MENTORS.

SCHEDULE B PAYMENT INSTALLMENTS:

CERTIFIED STAFF COVERED BY THIS CONTRACT SHALL HAVE THE OPTION OF RECEIVING HIS OR HER SCHEDULE B SALARY IN ONE OF THESE METHODS

METHOD 1: ONE LUMP SUM AT THE END OF THE SEASON OR TASK

METHOD 2: IN TWO INCREMENTS- ONE IN THE MIDDLE OF THE ASSIGNED SEASON OR TASK AND ONE AT THE END OF THE SEASON AND TASK

METHOD 3: (ONLY AVAILABLE TO TENURED STAFF WITH 5 YEARS OF COACHING EXPERIENCE IN THAT SPORT OR ACTIVITY, ONLY FOR ACTIVITIES THAT HAVE AN INCREMENT) OVER TWENTY-FOUR (24) INCREMENTS