

AGREEMENT BETWEEN
COLLINSVILLE COMMUNITY UNIT DISTRICT NO. 10
and
COLLINSVILLE EDUCATION ASSOCIATION

for the
SCHOOL YEARS

2008-2009

2009-2010

2010-2011

Collinsville, Illinois

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ATTACHMENTS:

- ATHLETIC PERCENTAGE SCHEDULE
- EXTRACURRICULAR PERCENTAGE SCHEDULE
- TEACHERS' SALARY SCHEDULE, 2008-09, 2009-10, 2010-11
- INTERNAL SUBSTITUTE TEACHER REPORTING FORM
- GRIEVANCE FORM
- MEMORANDUM OF AGREEMENT ON CO-TEACHING
- MEMORANDUM OF AGREEMENT ON CATASTROPHIC ILLNESS
- MEMORANDUM OF AGREEMENT ON MENTORING PROGRAM

The Board of Education of the Collinsville Community Unit District No. 10, State of Illinois (hereinafter referred to as the "Board"), and the Collinsville Education Association, an affiliate of the Illinois Education Association and the National Education Association (hereinafter called the "Association"), on behalf of the Association and behalf of the employees in the bargaining unit recognized and described in Article I of this Agreement, agree as follows:

ARTICLE I: RECOGNITION

Section 1. The Board of Education of School District No. 10, Madison County, Collinsville, Illinois, recognizes the Collinsville Education Association as the sole and exclusive negotiating agent for all regularly employed professionally certified personnel, except for administrative and supervisory personnel. When used hereinafter in this Agreement, the term "teacher" or "teachers" shall refer to a member or members of the bargaining unit represented by the Association.

ARTICLE II: ASSOCIATION RIGHTS

- Section 1.** Attainment of educational objectives of the District requires mutual understanding and cooperation between the Board, the Administrative and Supervisory Staff and the Professional Teaching Personnel. To this end, free and open exchange of views is desirable and necessary, with all parties in deliberation leading to the determination of matters of mutual concern.
- Section 2.** The Association and its representatives shall have the right to use school buildings for meetings outside of school hours provided that when special custodial service is required, the Board may make a reasonable charge if a custodian is needed.
- Section 3.** All members of the Association Board of Directors shall have the right to call meetings of the membership in that building. Time for announcements of the date and place of Association meetings shall be provided in regular staff meetings in each building if the Principal is informed in advance.
- Section 4.** Names and addresses of newly hired employees shall be provided to the Association following approval of their contracts.
- Section 5.** The first Wednesday of each month shall be for Association meetings and no school-sponsored teachers' meeting shall be held on this day.
- Section 6.** Officers and delegates of the Association shall be excused without loss of pay for an aggregate of thirty (30) days for Association conferences and business with the provision that the Association pay the cost of the substitute teachers. Official request for such released time shall be made by the President(s) of the Association to the Superintendent or his/ her designee. It is agreed that no one individual may use more than twelve and one half (12 ½) Association days in any one contract year.
- Section 7.** The Association may appoint teachers or nurses in each building as its official representative who shall be recognized by all parties to this Agreement.
- Section 8.** An employee shall have the right to have Association representation at all meetings which relate to potential or actual adverse employment action against the employee. The employee shall also have the right to Association representation at any follow-up meetings. The supervisor, administrator, or Board shall notify the employee at least one (1) workday in advance of any such meetings (except in cases in which the administrator determines is an emergency), giving reasons for the meeting.
- Section 9.** Employees shall have the right to examine, in the presence of the person responsible for the files, the contents of their personnel file in their building and the central office except for those documents that are exempt by law. Copies of the contents of the file which are not restricted may be made available to the employee subject to a fee schedule.

- Section 10.** An employee shall examine all material of an evaluative nature to be placed in their personnel file prior to its inclusion in the file.
- Section 11.** The Association shall have the use of the institutional bulletin boards, mailboxes and other communication media.
- Section 12.** Employees shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board. The Board shall not discriminate against any employee with respect to hours, wages, terms and conditions of employment for reason of membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement.
- Section 13.** Within thirty (30) days of ratification of the Agreement, the Board shall have sufficient copies of the Agreement prepared and delivered to the Association for its distribution to each employee in the bargaining unit.
- Section 14.** In an attempt to keep the Association informed, an agenda of all regular and special meetings of the Board will be provided to the Association President(s) prior to the meeting, along with minutes of the preceding meeting.
- Section 15.** The Board shall not issue individual employee salary statements during negotiations before agreement has been reached between the Board and the Association. However, the Board may issue individual contracts to new employees.
- Section 16.** In the development of the operating procedures, we recognize the value and desirability of employee involvement and encourage their recommendations.
- Section 17.** The Association Board of Directors shall meet at regular monthly intervals with the Superintendent of Schools to discuss matters of common concern. These matters may include, but are not limited to (1) practices that affect the welfare of pupils and/ or employees, (2) alleged injustices that may develop because of the lack of Board or administrative policy, (3) the professional conduct of staff, and (4) matters that reflect on the School District and/ or the teaching profession.
- Section 18.** The teaching staff shall be informed of any new program or project for utilization of special state or federal funds and the views of the Association shall be considered by the administration and Board of Education.
- Section 19.** Any teacher who is a member of the Association shall be granted payroll deduction of dues upon receipt of a signed dues deduction request form. Executed dues deduction request forms shall be furnished to the Business Manager prior to the first of the month in which the deduction goes into effect. The District shall not be responsible for any make-up deductions on requests. Such authorization for dues deduction shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year.

Article II: Association Rights (cont'd.)

Section 20. Fair Share

- 20.1 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.
- 20.2 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 employer shall deduct the fair share fee from the wages of the non-member.
- 20.3 Such fee shall be paid to the Association by the employer no later than ten (10) days following deduction.
- 20.4 In the event of any legal action against the employer brought in a court of 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.
- 20.5 The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages (actual or punitive), penalties, fines or interest 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.
 - 1 This indemnification obligation is understood not to apply in cases where the employer is willfully misapplying the provisions of this Article by deducting amounts not in accordance with this Article or by deducting amounts from employees not subject to deduction under this Article.

Where the parties are in disagreement as to the employer's obligation under this Article, the Association may make an appropriate written demand upon the employer to conduct itself in accordance with any correct Association's interpretation of this Article. If the employer thereafter refuses to defer to any correct Association's interpretation, then the indemnification obligation will not apply.

Article II: Association Rights (cont'd.)

- 20.6 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, objects to the payment of a fair share to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE III: GRIEVANCE PROCEDURE

Section 1: Definitions:

11 A grievance is defined as a complaint by an employee, a group of employees or the Association that there has been a violation, misinterpretation or misapplication of one or more specific provisions of this Agreement or Board policy directly affecting wages, hours, and terms and conditions of employment of the employees covered by this Agreement.

12. An "aggrieved person" is a person or persons making the claim.

13 A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

14 The failure of an employee 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.

15 All time limits consist of employee working days, except when a grievance is not resolved before the close of the current school term, time limits shall consist of all weekdays in order that the matter may be resolved as soon thereafter as possible.

16 In the event a grievance is filed which might not be finally resolved at "Step Two" under the time limits set forth herein by the end of the school term, and which, if left unresolved until the beginning of the following school term could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced; therefore, the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practical.

Section 2. Procedures:

The parties acknowledge it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. The employee shall be entitled to have a representative of the Association present to assist during such informal communications. If the matter is not resolved informally, a formal grievance may be filed in accordance with the following procedure:

2.1 STEP ONE The grievant and/ or the Association shall present the grievance in writing, on a form to be adopted for this purpose by the parties, to the immediately involved supervisor no later than twenty (20) days following the act or omission giving rise to the grievance, or within twenty (20) days of the time the grievant knew or reasonably should have known of such event. The written grievance shall state the specific violation,

misinterpretation, or misapplication of the Agreement or Board policy alleged to be violated and the remedy requested. The immediately involved supervisor shall provide a written answer to the grievant and the Association no later than ten (10) days after receipt of the written grievance with reasons for the decision.

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Article III: Grievance Procedure (cont'd.)

2.2 STEP TWO If the grievance is not resolved at Step One, then the grievance shall be sent to the Superintendent no later than ten (10) days after receipt of the Step One answer. The Superintendent shall arrange for a meeting with the representatives of the Association to take place no later than ten (10) days after his/ her receipt of the appeal to attempt to resolve the grievance. Each party shall have the right to include in its presentation such witnesses and advisors as it deems necessary. Upon conclusion of this meeting, the Superintendent shall have ten (10) days in which to provide a written decision with reasons for the decision.

2.3 STEP THREE If the grievance is not resolved at Step Two, the grievance may be appealed in writing to the Board of Education no later than ten (10) days after receipt of the Superintendent's decision. The Board of Education shall arrange for a review to take place no later than fifteen (15) days after the Board's receipt of the grievance. Such review will be conducted in committee session. The grievant and the Association shall have the right to have present such witnesses and representatives as they deem necessary. A full record of such meeting will be kept and made available upon request to any party in interest. Upon conclusion of the review, the President of the Board of Education shall have fifteen (15) days in which to file the written decision of the Board with the grievant and the Association, with reasons for the decision.

2.4 STEP FOUR If the grievance is not satisfactorily resolved at Step Three, the Association and Board may mutually agree to request mediation of the grievance. If the parties do not mutually agree to mediation within fifteen (15) days following the date the Association receives the Step Three answer, the Association may advance the grievance to Step Five (binding arbitration). If the parties mutually agree to mediation, the Board and the Association shall attempt to agree on the selection of a mediator. If the parties are unable to agree on the selection of a mediator within the said fifteen (15) days, the request for mediation shall be submitted to the Federal Mediation and Conciliation Service (FMCS) which shall appoint a mediator from its staff to assist the parties in attempting to resolve the grievance. The mediation process shall begin as soon as practical following the appointment of the mediator, and shall continue for a period not to exceed thirty (30) days from the date the

mediator is appointed, unless the parties mutually agree to extend the mediation period.

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Article III: Grievance Procedure (cont'd.)

2.5 STEP FIVE If the grievance is not satisfactorily resolved at Step Three or Step Four, the Association at its option, may submit the matter to binding arbitration excluding the Sections pertaining to class size and sabbatical leave. If a demand for arbitration is not filed within thirty (30) days following the date the Association receives the Step Three answer or within thirty (30) days following the conclusion of the Step Four mediation process, whichever is later, the grievance shall be deemed withdrawn. The Association shall send notice of the demand for arbitration to the Board of Education at the time the demand is made. Within fifteen (15) days following the date the Board receives the demand for arbitration, the Board and the Association shall attempt to agree on the selection of an arbitrator. If the parties are unable to agree on the selection of an arbitrator within the said fifteen (15) days, the demand for arbitration shall be submitted to the Federal Mediation and Conciliation Service (FMCS) which shall act as administrator of the proceedings in accordance with the Voluntary Arbitration Rules of the American Arbitration Association (AAA).

The arbitrator to whom any grievance shall be submitted in accordance with the provisions of this Article shall, insofar as may be necessary for the determination of such grievance, have authority to interpret and apply the provisions of this Agreement, but such arbitrator shall not have the authority to alter, or add to or subtract from, in any way, the terms and conditions of this Agreement.

The decision of the arbitrator shall be final and binding upon the Board and the Association unless contrary to the laws of the State of Illinois. Binding arbitration is not applicable to the negotiation process.

The costs of arbitration shall be borne equally by the Board of Education and the Collinsville Education Association.

2.6 STEP SIX Advisory arbitration will apply to the Sections on class size and sabbatical leave.

As the final step of the grievance, for those items specifically excluded from Step Four, "binding arbitration", either party may request "advisory arbitration". If within fifteen (15) calendar days of the request for advisory arbitration the parties cannot mutually agree on an arbitrator, they will request a list of five (5) arbitrators from Federal Mediation and Conciliation Service (F.M.C.S.), or the American Arbitration Association (A.A.A.), or the Office of the Superintendent of Public Instruction (O.S.P.I.). Each party will strike one name in turn from this list and the remaining name will be the advisory arbitrator.

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Article III: Grievance Procedure (cont'd.)

The opinion of this arbitrator will be advisory. However, if neither party has formally rejected the advisory opinion within thirty (30) calendar days of the date of the opinion, the advisory decision will become binding on both parties.

Section 3. Stipulations

3.1 Bypassing Steps

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.

3.22 Released Time

Should the administration schedule a grievance hearing during working hours that necessitates the presence of an employee and/ or Association representative, the employee and/ or Association representative shall be released from their regular assignment without loss of pay. Should an arbitration proceeding be scheduled during working hours, the Association president(s) or designee(s), the Association Grievance Committee chairperson or designee, and the grievant(s) shall be released from their regular assignments without loss of pay to attend the entire arbitration proceeding. Any District employee called by the Association to give testimony at an arbitration proceeding shall be released from their regular assignments without loss of pay for the time that is necessary for them to come to the arbitration proceeding, give their testimony, and return to their regular assignment. The administration shall be advised by the Association prior to the hearing as to the number of witnesses expected to be called.

3.3. Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

3.4. Class Grievance

Class grievances involving more than one employee and/ or one or more supervisors, grievances involving an administrator above the building level, or a grievance that applies to the C.E.A. itself may be initially filed at Step Two.

3.5. No Reprisals Clause

No reprisals shall be taken by the District against any employee because of the employee's participation in a grievance.

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Article III: Grievance Procedure (cont'd.)

3.6 Representation

An employee shall have the right to have an Association representative present at all levels of this grievance procedure, and no employee shall be required to discuss a grievance without the presence of an Association representative.

3.7 Disclosure of Pertinent Information

The District shall promptly provide, upon request by the Association, all information and material pertinent to a grievance within seven (7) days following the District's receipt of such request.

3.8 Filing of Materials

All records and materials related to a grievance shall be filed separately from the personnel files of employees.

ARTICLE IV: EMPLOYMENT CONDITIONS

- Section 1.** Teachers shall be required to report not less than ten (10) minutes before the start of school and be in their assigned classroom or at their classroom door not less than five (5) minutes before the start of the school day, except for those situations where a few teachers shall be required for supervision before the opening of school, at which time up to thirty (30) minutes of equivalent released time in their daily work schedule shall be allowed. Each teacher shall otherwise remain after school for a period of ten (10) minutes, unless otherwise excused by his/ her building principal or supervisor; the principal or supervisor shall keep a log of the excuse requests, which shall include specific reasons for the intended absence, excluding Fridays and the days before all holidays, in which case they may be considered excused unless specifically asked to stay by the principal or supervisor.
- Section 2.** Teacher participation in extracurricular assignments shall be made from those who accept voluntarily.
- Section 3.** Each elementary teacher shall be provided fifteen (15) minute morning and afternoon relief periods utilizing teacher aides.
- 3.1 The teacher assistant staff of each elementary building shall include one assistant employed during the lunch periods for the purpose of providing release time to a teacher who would otherwise have supervisory responsibilities. This assistant shall provide relief in turn to each teacher on a rotating basis. It is the intent of the parties that all elementary teachers shall be so relieved on an equitable basis and duty schedules shall be arranged accordingly.

- 3.2 The Board agrees to direct the Administration to review all teachers' duty schedules and to eliminate any unnecessary supervisory duties which are presently being served by teachers.
- 3.3 In order for a deviation from Article IV, Section 3 to occur for any school year, not less than 75% of the Association members in an affected school(s) must vote to approve such deviation. If less than 75% of the Association members in the affected school(s) vote to approve such deviation for any school year, the configuration of teacher relief periods and recess periods for that building shall be as set forth in the first paragraph of this Section. Such deviation shall only be permitted following a vote wherein not less than 75% of the Association members in that school vote in favor of the deviation. Such vote shall be by secret ballot, conducted by the Association through its Building Representatives at that school. Such secret ballot vote shall be conducted one time prior to the end of the school year preceding the school year for which the deviation is being considered.

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Article IV: Employment Conditions (cont'd.)

The Board and the Association agree that any deviations from Article IV, Section 3 which are approved in accordance with the provision of this subsection shall be effective for only one school year, and shall terminate at the end of that school year. Association members within an affected school may renew the deviation for a subsequent school year if not less than 75% of the Association members assigned to that school vote in favor of renewing the deviation. Such a vote shall be by secret ballot, conducted by the Association through its Building Representatives at that school. Such vote shall be conducted one time prior to the end of the school year preceding the school year for which the deviation is being considered. Every Association member assigned to that school shall be permitted to participate in the secret ballot vote.

No further deviations from any provision of the Agreement or from any Board policies shall be permitted without the prior written agreement of the Board and the Association.

Section 4. Secondary teachers shall have at least one preparation period per school day. Preparation periods for elementary teachers shall be provided when specialists are scheduled and when the presence of the teacher is not necessary to the program. Specialist time shall be a minimum of seventy (70) minutes per week at the Kindergarten through 3rd Grade levels, and a minimum of eighty (80) minutes per week at the 4th through 6th Grade levels.

Preparation time shall be defined as the time received by teachers during the normal workday that teachers are expected to spend for the purpose of evaluating students, conferring with parents, colleagues, and/ or administrators, preparing for class lessons and/ or conducting other educational activities. Teachers receiving preparation time may be assigned to cover a class period, subject to the conditions set forth in Section 6 of this Article.

- 4.1 Classroom Interruptions: Interruptions during the regular class periods reduces the effectiveness of the educational process and should be kept to a minimum.

Section 5. The Association and the Board recognize the need for having an adequate but limited number of professional staff meetings.

- 5.1 Building faculty meetings, if scheduled, shall not exceed one (1) per month, except in emergency situations. Such meetings shall be held either before or after the normal school day and shall not exceed one (1) hour in duration. The teachers will be notified five (5) days in advance of such meetings except in cases of emergency.

- 5.2 Departmental or curriculum meetings, if scheduled, shall not exceed one (1) per month per teacher, except under unusual circumstances, in which case two (2) meetings may be held. Such meetings shall be held after the normal "teacher work day" and shall not exceed one (1) hour in duration. The activities of the committee may be determined either by the members of the committee or by the Superintendent's designee.

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Article IV: Employment Conditions (cont'd.)

- 5.3 The Superintendent or his/ her designee may schedule meetings for curriculum planning and textbook evaluation during all or part of the regular "teacher work day." Principals, supervisors, department heads and teachers shall work together in developing plans for curriculum meetings, workshops and institutes.

Section 6. Every attempt shall be made by the administrative staff to obtain an adequate supply of qualified substitute teachers. Only in cases of extreme emergency will the principal assign a regular teacher to serve on a substitute basis. An individual teacher may not be assigned more than one such class per year. Any employee who serves more than one time per year as a substitute shall be compensated at the rate of .00065 of the base salary.

- 6.1 A substitute shall also be provided for the Nurse(s) in the event of absence.

- 6.2 The Board and the Administration agree to hire substitutes for nurse's aides in the event of absence.

- 6.3 The district will make an effort to provide qualified substitutes in the co-taught classrooms for the general education teacher, special education teacher, and/ or the educational assistant(s) when the general education teacher, special education teacher, or educational assistant(s) are absent.

Section 7. All special teachers who teach on a full-time basis shall receive relief and preparation time no less than the regular teacher of that grade level which they serve. Relief and preparation time can be interpreted as conditions other than the actual teacher-pupil performance such as a longer noon hour, recesses, and planning periods that may occur either on a daily or weekly basis.

Section 8. All extracurricular activities for which compensation is paid shall be performed outside of the normal teacher's workday.

- 8.1 This clause shall be inapplicable in any year that the full seven (7) period-day is not in effect.

- 8.2 The CEA and Board agree that it is in the District's best interest to hire the best qualified people to fill vacant positions. When filling an extra-curricular position and two candidates have virtually the same qualifications, preference in hiring will be given to a candidate who is currently a Unit 10 teacher. When two Unit 10 teachers are candidates for the same extra-curricular position and both have virtually the same qualifications, preference shall be given to the candidate who has the lesser number of extra-curricular assignments. The assessment of the candidates' qualifications rests with the administrator(s) who are interviewing for the position.

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Article IV: Employment Conditions (cont'd.)

Section 9. Calendar

- 9.1 A teacher institute day of five hours duration will be scheduled the first day of the school year. The principal of each building will be responsible for developing the institute agenda for the day with input from a committee of teachers representing their building. (See paragraph 9.7 below on teacher institute days). Teachers may work in the school buildings beyond the five hours devoted to the institute in preparation of the first day of student attendance.
- 9.2 One and one-half (1½) in-service days will be used for parent/ teacher conferences in all schools the second Thursday and Friday of the second quarter. Conferences will be held Thursday for nine (9) hours between the hours of 8:00 a.m. and 8:00 p.m., and Friday from 8:00 a.m. to 12:00 noon. Total time scheduled for conferences will be the same as the total time of the teachers' regular workday.

- 9.3 The first scheduled school day immediately following the Winter Break shall be a student attendance day and not a teacher institute day. A teacher institute day of five hours duration will be scheduled the first day after the Dr. Martin Luther King, Jr. holiday. The principal of each building will be responsible for developing the institute agenda for the day with input from a committee of teachers representing their building. (See paragraph 9.7 below on teacher institute days). Teachers may work in the school buildings beyond the five hours devoted to the institute."
- 9.4 When a county-wide teacher institute is held by the ROE, Unit 10 will schedule a teacher institute on the same day, so Unit 10 teachers can attend.
- 9.5 A teacher institute day of five hours duration will be scheduled the last day of the school year. (See paragraph 9.7 below on teacher institute days).
- 9.6 Teacher institute programs must be approved by the Superintendent, Board of Education, and Regional Superintendent of Schools prior to the institutes. A teacher institute program for each teacher institute day will be developed each spring for the following school year. A committee of district administrators and CEA representatives will prepare the teacher institute program to present to the Superintendent for approval by May 1 of each year.

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Article IV: Employment Conditions (cont'd.)

Section 10. Employees who are required to file a State of Economic Interests must file the form and provide the school Business Office with a copy of the employee's receipt of filing not later than the required filing date. Notification of the need to provide a copy of receipt to the Board Office shall be given 30 days in advance of any withholding of salary payments. In the event such evidence is not provided to the Business Office, the District shall withhold salary payments to the employee until compliance is provided.

Section 11. Teacher Dress and Appearance

- 11.1 The CEA and the Board share a mutual desire to present a positive image of our schools. The CEA acknowledges that teachers have a responsibility to present an appropriate appearance when at work. The Board acknowledges that teachers desire

to be able to use their professional judgment in determining what attire is appropriate. The parties agree that teacher attire should be neat, clean, and appropriate to the particular work environment, work style, and seasonal time of the year. Ripped, torn, or dirty clothing are not considered appropriate attire.

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ARTICLE V: EMPLOYEE FACILITIES, EQUIPMENT AND MATERIALS

- Section 1.** The Board and the Association mutually recognize the importance of continuous use of adequate employee reference material in maintaining a high level of professional performance. Suggestions for additional reference materials are encouraged.
- Section 2.** Each school will have designated areas, apart from students, for use as a staff dining room. The meeting of this standard is subject to the limitations of existing building facilities.
- Section 3.** Telephone facilities shall be made available to employees for their reasonable use for school related business. Effort shall be made to provide public pay phone facilities.

3.1 Personal calls on school phones, except in emergencies, are discouraged. If a long distance personal call is made, this charge must be billed to the employee's home.

Section 4. Space shall be provided in which teachers may safely store instructional materials and supplies.

Section 5. The Board shall provide one of the following facilities for each employee: a separate locked desk or filing cabinet with lock. The Board shall also provide a suitable closet or locker space for coats and personal articles.

Section 6. The Board shall provide adequate parking space for employees at schools where areas can be made available and their use will not interfere with the instructional program.

Section 7. A communication system shall be provided in all new school buildings so that teachers can communicate with the school's main office from their work stations.

Section 8. The Board agrees to make available for each building typing, duplicating facilities, and clerical personnel to aid the employees in the proper execution of their assigned duties.

Section 9. An employee lounge shall be provided in any new buildings, or considered in additions of existing buildings. These and existing lounges shall be adequately furnished and cleaned daily. Air conditioning shall be installed in all faculty lounges.

Section 10. Annually, each employee shall be given the opportunity to submit, through the principal, requisitions for instructional materials and supplies for the following school year. Such requests shall be submitted on forms provided by the Director of Business Affairs and shall be in sufficient detail as to provide positive identification on all items for the purpose of taking bids and purchasing. Requests shall also contain a statement as to the intended use of the item and how it will contribute to the effective presentation of the subject for which it is intended; this information to be used by the principal, appropriate administrator, and the Superintendent in determining the educational priority to be assigned the request. These requests shall be due in time for their consideration in the preparation of the tentative budget, as determined by the Superintendent and the Director of Business Affairs.

Article V: Employee Facilities, Equipment and Materials (cont'd.)

10.1 The need for the employees to know the disposition of their requests prior to the start of school in the fall is recognized, and as a general practice, this information will be in the hands of the respective principals one week before the opening of school.

- 10.2 Employees may also submit, through their respective principals, requisitions or requests for materials necessary during the current school year. Needless to say, employees are encouraged to include items for which the need is foreseeable in their annual requisitions, and items requested during the year should be identified in detail, and the need justified the same as with annual requests. Notification to the employee through the principals as to the disposition or status of the request shall be made within three or four weeks of the receipt of the request in the central office.

Section 11. In that textbooks, supplies, and computer software are tools of the teaching profession, the Board expects the selection of textbooks, supplies, and computer software to involve the classroom teacher. The Board recognizes that library reference materials, maps and globes, laboratory equipment, audio-visual equipment, teaching aids, current periodicals, standardized tests and questionnaires, and similar materials are also tools of the teaching profession. Further, textbooks should reflect the contribution of minority groups to the historical, scientific, and social development of the United States, and this factor shall be one of the criteria, where applicable, to be used in the ultimate selection of textbooks and other materials. The Board recognizes that the teachers of a given grade level, subject area or department, such as Special Education, Music, P.E., are the most knowledgeable to select the appropriate textbooks, library materials and other instructional materials for their subject and/ or grade level. Accordingly, the following procedure shall be used to adopt textbooks, library materials and any supplemental instructional materials:

- 11.1 Textbook adoption shall be on recommendation of the Superintendent or his/ her delegated representative with the advice of a representative committee of teachers involved in its use. The teachers in the grade level or subject area shall, after study and investigation, make recommendations to the appropriate department chairman, sub-department, or elementary curriculum chairman. The recommendations, with a written endorsement and certificate of evaluation, as originally presented by the teachers, shall then be submitted to the appropriate administrator who shall present the recommendations to the Superintendent for presentation to the Board.
- 11.2 The Board shall take formal action on the teachers' recommendations. The Board shall accept the teachers' recommendations unless it has sufficient and good cause to reject them. To take formal action shall mean to vote in official session to accept, reject, or refer back through the administration to the teachers. The Board shall notify through the administration the involved teachers of its decision within ten (10) days of its decision. If the Board's action shall be other than acceptance, such notification shall list in writing the reasons for its actions.

Section 12. The Board policy regarding computer security and District network/ Internet use that was negotiated and agreed to between the Board and the CEA on or about February 5, 1998 shall govern employees' use of District computer equipment and use of the District's electronic network.

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ARTICLE VI: STAFF PROTECTION

Section 1. All complaints or allegations brought against a teacher(s) shall remain confidential and may only be disclosed or discussed with persons with a need to know the

information. Any complaint or allegations against a teacher(s), deemed by the Superintendent or his/ her designee to be appropriate for investigation and which might warrant action against the teacher(s), shall be brought to the attention of the teacher(s) involved in a timely manner and before any final action against the teacher(s). The Superintendent or his/ her designee will schedule a conference with the teacher(s) to discuss the complaint and to allow the teacher(s) to respond to the complaint. Complaints that have not been investigated or which are determined by the Board or its representative to have no validity shall not be placed in the teacher's personnel file.

No notice of a complaint by a parent, parents, or student shall be included in the teacher's personnel file unless a conference is held between the teacher and an administrator and a copy of the complaint is given to the teacher in writing. Following the conference the administrator will give the teacher a written summary of the conference and may place the summary in the personnel file. The administrator may offer to remove the summary from the personnel file after a specified period of time provided no further incidents of that nature or of a related nature are observed or reported during that time period. No material related to any such complaint shall be used for punitive or disciplinary action against a teacher unless it has been placed in the teacher's personnel file in accordance with the requirements of this Article. This does not preclude administrators from holding conferences with the teacher for the purpose of gaining information concerning the problem or tendering remedial suggestions.

Section 2. The teacher shall have the right to answer any material filed under Section 1 above, and her/ his answer shall be attached to the complaint.

Section 3. The Board shall indemnify and protect employees against any loss, damage, or destruction of personal effects while on duty for the District due to fire or "acts of God," subject to the insurable interest of the School District against such losses.

Section 4. Although the Board recognizes that the teacher has the responsibility for the maintenance of discipline within his or her classroom, the Board also recognizes its responsibility to give all reasonable support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom.

4.1 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 pupil intolerable. The teacher shall fill out the appropriate form, indicating the problem and what remedial steps have been taken, and send it to the principal.

4.2 A pupil excluded by a teacher shall be sent from the classroom to the appropriate office, and the pupil shall be referred to the building principal or the principal's designee.

Article VI: Staff Protection (cont'd.)

- 4.3 The building principal or the principal's designee shall take appropriate action to solve the discipline problem. Should the principal's decision include the re-admittance of the pupil to class, the teacher shall be notified in writing or through a teacher/ principal conference of the conditions under which the re-admittance of the pupil is granted.
- 4.4 If the misconduct continues or if the pupil fails the conditions as set by the building principal for re-admittance, the teacher and principal shall meet to resolve the situation.

Section 5. Procedures for suspension and expulsion of pupils from school shall be distributed to administrators, teachers, students and parents each year.

Section 6. The Board's policy governing the use of corporal punishment shall be in accordance with the School Code. A written statement by the Board governing the use of corporal punishment of pupils shall be distributed to all employees no later than the first week of each school term.

ARTICLE VII: EMPLOYEE AUTHORITY AND RESPONSIBILITY

- Section 1.** The Board recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not be expected to assume ongoing responsibility for emotionally disturbed students.
- 11 The parties recognize that pupils having special problems may require specialized experience. Teachers having such students in their classroom may request special help.
- 12 The Board, to assist the teacher, will endeavor to provide remedial reading teachers in accordance with the State recommendation.

ARTICLE VIII: EMPLOYEE EVALUATION

- Section 1.** The building principal, or his designee, is responsible for written evaluations of all employees assigned to his building. His responsibility includes:
- 11 Orienting each employee to the evaluative procedures and instruments during the first five weeks of his/ her assignment to the building.
 - 12 Assuring that all tenure teachers receive one written evaluation at least every other year which shall consist of the following:
 - 12.1 Informal observations will be as needed or appropriate, and followed by shared written remarks with the teacher with the teacher within ten (10) working days.
 - 12.2 Formal observations consisting of goal-setting pre-conference, an observation (30 minutes minimum) within 10 working days of conference in first semester, an observation (30 minutes minimum) in second semester.
 - 12.3 Exit conference within 15 working days of observation and written comments and recommendations completed prior to the end of the school year.
 - 13 Evaluations of non-tenure teachers shall be done by the building principal, or his designee, every year, which shall consist of the following:
 - 13.1 Informal observations will be as needed or appropriate, and followed by shared written remarks with the teacher within ten (10) working days.
 - 13.2 Formal observations consisting of goal-setting pre-conference, an observation (30 minutes minimum) within 10 working days of conference in first semester, an observation (30 minutes minimum) in second semester.
 - 13.3 Exit conference within 15 working days of observation and written comments and recommendations completed 60 days prior to the end of school year.
 - 14 Obtaining written consultation, as needed, to complete the evaluation tool. Such consultation shall be based on observable and measurable performance, and the teacher provided with a copy of such consultation. Such consultation shall not be attached to the formal evaluation nor retained in the employee's permanent file.

- 15 Assuring a conference between the teacher and the evaluator for the purpose of discussing each item included in the formal observation record and the evaluation report.
- 16 The formal evaluation report, after being signed by the teacher, shall be filed in the teacher's personnel file in the central administration office, and a duplicate of that report shall be made available to the teacher.

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Article VIII: Employee Evaluation (cont'd.)

- 17 Providing definite, positive assistance in rectifying professional difficulties indicated by the evaluation report. In the event of remediation, a consulting teacher from within the District, when possible, will be made available. The consulting teacher shall be selected from a list of qualifying consulting teachers supplied by the Association, or from a list supplied by the I.S.B.E., in the event the Association elects not to provide such a list.
 - 18 Reports of substitute teachers should not be of an evaluative nature and a copy of the report will be available to the regular teacher.
- Section 2.** Itinerant staff shall be assigned to a home-school by the administration prior to the first week of school. The home-school principal will be the evaluator of the itinerant teacher.
- Section 3.** All monitoring or observation of the work performance or of an employee shall be conducted with the full knowledge of the employee.
- Section 4.** The above stipulations do not preclude informal and impromptu visits to the classroom for the purpose of informal evaluation.
- Section 5.** The evaluation plan may be changed in accordance with the Illinois School Code, 105 ILCS 5/ 24A-4 and state regulations. Such changes, if any, shall be developed in cooperation with the Association. The Association will appoint a committee of five (5) members to meet with two (2) District administrators to cooperate in the development of any changes to the District's evaluation plan. The parties will mutually agree on the date/ time for committee meetings. Until such time as the revised evaluation plan is approved by the ISBE, the certified employee evaluation instrument in effect during the current Agreement shall continue to be used.

ARTICLE IX: EMPLOYEE DISCIPLINE

Section 1. For members of the bargaining unit represented by the Association, employee discipline shall mean written reprimand, suspension without pay, or dismissal. The Board subscribes to the principles of due process and progressive discipline, and shall not administer discipline against a teacher without good cause. For purposes of this Article, dismissal shall not apply to non-tenured teachers. Tenured teachers may only be dismissed pursuant to the Illinois School Code.

- 11 Prior to administering discipline, the Board or the appropriate administrator shall conduct a fair and objective investigation to determine whether the teacher has violated a rule or policy of the District. The alleged offense and the past record of the teacher will be taken into consideration when deciding whether to administer discipline and in determining the appropriate degree of discipline. The degree of discipline to be administered in a particular case shall be reasonably related to the seriousness of the proven offense.
- 12 Prior to administering a written reprimand, the administrator issuing the written reprimand shall provide to the teacher written notice of the allegations in question, and shall provide the teacher the opportunity to have a hearing on the allegations before the administrator issuing the written reprimand. If the teacher requests such a hearing, he/ she shall be entitled to have an Association representative of his/ her choice present at the hearing to advise, assist, and represent the teacher. At the hearing, the teacher and his/ her Association representative shall have the opportunity to cross-examine witnesses bringing testimony against the teacher, and shall have the opportunity to present evidence on his/ her own behalf.
- 13 Suspensions without pay may only be issued by the Superintendent or the Board. Teachers suspended without pay may request a hearing in closed session before the Board to review his/ her suspension without pay. The teacher shall be entitled to have an Association representative of his/ her choice present at the hearing to advise, assist, and represent the teacher. At the hearing, the teacher and his/ her Association representative shall have the opportunity to cross-examine witnesses bringing

testimony against the teacher, and shall have the opportunity to present evidence on his/ her own behalf.

Section 2. Nothing in this Article shall be interpreted to prevent the Superintendent from immediately placing on a non-disciplinary administrative leave with pay any employee whose conduct can reasonably be construed to create a condition of emergency which threatens or may threaten the health, safety or welfare of any student or school personnel. Prior to imposing an administrative leave with pay on an employee, the principal shall inform the employee of the decision and the reason(s) therefore. Following completion of the investigation, if the District decides that no disciplinary action is warranted, no record of the administrative leave with pay or the investigation will be included in the employee's personnel records. If, following the completion of the investigation, the District decides that disciplinary action is warranted, the employee shall be afforded the due process set forth in Section 1 above.

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Article IX: Employee Discipline (cont'd.)

Section 3. All meetings or hearings conducted pursuant to this Article shall be confidential.

Section 4. The District will not disclose personnel information except in accordance with the Illinois Personnel Records Review Act.

ARTICLE X: EMPLOYMENT QUALIFICATIONS AND ASSIGNMENTS

- Section 1.** Employees shall not be assigned on a regular basis outside the scope of their teaching certificate or their major or minor fields of preparation except for good cause.
- Section 2.** No new teacher shall normally be employed for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university. An exception shall be made in the case of vocational instructors whose need for technical skill in the subject to be taught makes it necessary to compromise standards as to formal training in order to secure a teacher capable of performing the assignment well.
- Section 3.** The employment of teachers shall be confined to candidates holding proper certification and qualifications as it pertains to their position(s) in accordance to State Board of Education Document Number 1.
- Section 4.** The Board shall continue to provide reasonable funds for staff development activities such as attendance at professional conferences and meetings and in-district programs relating to their teaching assignment and professional growth as a teacher. Prior authorization of the Superintendent is required to attend professional conferences and meetings. Limitations may be placed on the funds allocated for an individual to attend a specified professional conference or meeting.
- Section 5.** All teachers shall be notified as soon as possible of their specific assignments for the next school year.

- Section 6.** Employees may make written application to the Director or Assistant Superintendent of Human Resources for transfer to any available open position in the District for which they are qualified.
- Section 7.** The Board supports a policy of considering filling vacancies, including vacancies in supervisory and administrative positions from within the faculty and staff. Whenever a permanent vacancy arises, the Superintendent, or his/ her designee, shall post notice of same on the central office bulletin board and, when buildings are staffed with teachers, send a written notice to each school building for posting, and notice to the Association President. Whenever a permanent vacancy arises two (2) weeks before the start of school, teachers shall be given a maximum of three (3) work days to make application. Any time buildings are staffed with teachers, a teacher shall be given a maximum of three (3) school days to make application. If an applicant, following an interview, is not selected, he/ she may contact the administrator with whom they interviewed within ten (10) school days of the notification. Upon the request of the employee, a conference will be held and the reasons for the selection of another candidate will be discussed.

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Article X: Employment Qualifications and Assignments (cont'd)

- Section 8.** The District agrees that, in the event it considers the involuntary transfer of a member of the bargaining unit represented by the Association, such involuntary transfer will not be done in an arbitrary or capricious manner, or for punitive reasons. The District will not implement such a transfer without providing to the affected teacher(s) and the Association a written notice containing an explanation as to the reasons(s) why the transfer is being made. This notice shall be in writing and shall be given within thirty (30) calendar days prior to the transfer. Prior to the transfer, the Superintendent will meet with the affected teacher(s) to discuss the transfer, upon the request of the affected teacher(s).
- 8.1 The Board shall release the teacher from their contract if they so request if a qualified replacement is available.
- 8.2 The teacher will receive consideration for transfer into future vacancies.
- Section 9.** Positions in the Collinsville summer school program shall, to the extent possible, be filled by teachers regularly employed in the Collinsville school system.

- Section 10.** In filling summer school positions, consideration shall be given to a teacher member's degree of competence, experience, subject level or grade level qualifications and quality of teaching performance.
- Section 11.** All openings for summer school shall be posted as early as possible so interested teacher members may apply.
- Section 12.** The ultimate selection of summer school teachers to be recommended to the Board of Education for employment shall be made by the Superintendent of Schools in accordance with the above guidelines.

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ARTICLE XI: CLASS SIZE

- Section 1.** The administration shall make all efforts not to have more than twenty-four (24) pupils assigned to Kindergarten and Grades 1, 2, and 3. All efforts shall be made not to have more than twenty-eight (28) pupils assigned to Grades 4, 5, and 6.
- 11 If a class size for Grades K-6 is larger than the above after the first two weeks of school of any given semester, the Superintendent of Schools shall set a meeting date with the teachers who so desire and the building principals whose class sizes exceed the stated numbers. If the problem of oversized classes is not resolved at this meeting, the Superintendent shall give a written report to the Association within one week of the above mentioned meeting, stating the reasons class size or sizes cannot, or should not, be reduced, and a copy of the report shall be presented to the Board in open meeting.
- Section 2.** All efforts shall be made for junior high middle school and high school classes not to exceed thirty (30) pupils, except in team teaching situations and where work stations will determine the number of pupils per class.

ARTICLE XII: REDUCTION IN TEACHERS

Section 1. When reductions in the total teaching staff are under consideration, the Board shall so inform the Association at least thirty (30) days prior to a final decision. The Association shall be given an opportunity to suggest reasonable alternatives to reductions. Within fifteen (15) days of notification, the Association shall submit its suggestions in writing and the Board or its representative shall respond in writing within fifteen (15) days of receipt of the Association's suggestions. The Board agrees that it will not implement a reduction in force until after bargaining in good faith has been completed.

Section 2. Reduction of teachers other than through attrition shall be as follows:

2.1 Those teachers with one (1) year or less of service in the District.

- 2.2 Those teachers with more than one (1) year but less than two (2) years of service in the District.
- 2.3 Those teachers with more than two (2) years but less than three (3) years of service in the District but who have not achieved tenure.
- 2.4 Those teachers with two (2) years but less than three (3) years of service in the District.
- 2.5 Those teachers with three (3) years but less than four (4) years of service in the District.
- 2.6 Etc.
- 2.7 If two (2) or more teachers have had equal length of service in the District, equal horizontal positions on the salary schedule at the time of the decision to reduce, then the tie-breakers are as follows:
 - a) Actual hiring date by the Board.
 - b) Earliest date of signed contract received in Superintendent's office.
 - c) In case of equal seniority up through Point (b) above, the following shall apply: Grades Kindergarten through Grade Six teachers shall be given priority at the K through 6 level and Grades 7 through Grades 12 teachers shall be given priority for positions at the 7 through 12 level.
 - d) If a final tie-breaker is needed, the selection of the teacher will be made by the casting of lots, in the presence of all parties in interest.
- 2.8 Teachers may not enroll in classes after March 1 for purposes of either bumping or to avoid being bumped. For those teachers who may be involved in the bumping process who have received additional certification in another subject area or level prior to March 1, or who are enrolled during the term that March 1 falls, must submit substantiating evidence for completed courses or contemplated completed courses to the Assistant Superintendent, Personnel, by March 1. Failure to notify the Assistant Superintendent, Personnel, by this date relieves the Board of its bumping obligation as it pertains to this Section.

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Article XII: Reduction in Teachers (cont'd)

- 2.9 Seniority shall be defined as continuous contractual service, including Board leave. Seniority does not accumulate from a previous contractual employment, but only from the last official hiring date; except where an honorable discharge was given because of a reduction and the teacher returns within two (2) years from the layoff date.

Section 3. If the Board increases the number of teachers, or if a teacher resigns at any time after the layoff(s), the Board shall offer re-employment to the teacher laid off in the

reverse order of the layoff specified above provided said teacher has proper certification. Said offer of re-employment shall be subject to a fifteen (15) month limitation from the last day of contractual teacher-pupil contact. All known vacancies shall be filled prior to the opening of the school term if properly certificated reduced staff are available.

- 3.1 A teacher's failure to respond affirmatively within twenty (20) calendar days after mailing of the Board's letter sent by registered mail to the teacher's address on file with the Board recalling such teacher shall result in termination of the teacher's rights of recall hereunder. The Board will accept from the teacher any signed statement indicating a desire not to be hired back as it pertains to this Article.

Section 4. If an employee's position is eliminated, that person shall be permitted to bump into any position for which he/ she is qualified, provided that such teacher:

- a) is certificated for the position he/ she is bumping into, and
- b) has more District seniority than the teacher he/ she is bumping.

- 4.1 In case of equal seniority, grades kindergarten through six teachers shall be given priority at the K through 6 level, and grades 7 through 12 teachers shall be given priority for positions at the 7 through 12 level.

ARTICLE XIII: LEAVES

Section 1. Sick Leave

- 11 Each teacher shall be entitled to a total of twelve (12) sick leave days with full pay per school term. Such sick leave shall accumulate without limit. Sick leave shall be

interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family. The immediate family, for the purposes of this Section, shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and any relative living in the same household. Prior to the return to duty from any serious illness or injury, a statement from a physician attesting to the physical and/ or emotional and/ or mental ability of the teacher to perform his/ her work responsibilities must be presented to his/ her immediate supervisor.

- 12 A Sick Leave Bank will be established to provide extended sick leave to employees who, as a consequence of a Board-approved prolonged personal illness or hospitalization and recovery, have exhausted their accumulated sick leave. The Sick Leave Bank will be subject to the following guidelines:
 - 12.1 All employees covered by this Agreement and all Unit 10 administrators and supervisors shall have the opportunity to participate in the Bank. Participation in the Bank by an employee shall be voluntary. An employee who is not a participant in the Bank shall not be eligible to withdraw days from the Bank.
 - 12.2 A three-member Sick Leave Bank committee will be established each school year to act as the governing body for the administration of the Sick Leave Bank. Said committee shall consist of two (2) employees named by the Association, and an administrator named by the Superintendent. The Sick Leave Bank committee shall be authorized to promulgate written rules and regulations for the implementation and administration of the Bank. If the Board goes against the unanimous recommendation of the committee, they must state their reasons in writing.
 - 12.3 Employees desiring to participate in the Bank shall file written notification of such desire with the Sick Leave Committee at any time from the first full week of school through September 15 of any school year. The employee's participation in the Bank shall continue from year to year unless revoked in writing by the employee between the first full week of school and September 15 of any year. Employees must have accumulated at least 30 unused sick days to be eligible to join the Bank.

- 12.4 Each employee participating in the Bank shall contribute yearly two (2) non-redeemable sick days to the Bank. If the Bank contains 500 or more days at the end of a school year, no additional contributions shall be made for the following year, except that new participants shall be required to contribute a minimum of two (2) days.
- 12.5 No employee will be able to withdraw days from the Sick Leave Bank until their own accumulated sick leave days have been exhausted and a request has been presented to the Sick Leave Bank Committee for Sick Leave Bank withdrawal, accompanied by a doctor's written verification of the employee's illness.
- 12.6 Members of the Sick Leave Bank will be eligible to withdraw a maximum of ninety (90) sick leave days from the Bank per year.
- 12.7 Any days remaining in the Bank at the end of a school year will be carried forward to the next school year.
- 12.8 In the event the Bank is depleted of days before the end of the school year, the Bank will cease to furnish benefits for the remainder of that year.
- 12.9 The Sick Leave Bank will not apply for normal maternity leave or child-care or for persons receiving Worker's Compensation.
- 12.10 If the employee commences to draw disability benefits under the State Retirement System, she/ he will cease to draw benefits from the Sick Leave Bank.
- 12.11 Should the Bank be dissolved for any reason with days remaining in the Bank, the days shall be returned to all currently participating employees on a pro-rated basis.

Section 2. Maternity Leave

- 2.1 Maternity leave may be granted by the Board without pay. Leave shall not exceed one calendar year per pregnancy, and the employee shall retain and accrue seniority during the first year of the leave or part thereof and during any period of Family and Medical Leave, but shall not accrue seniority for any period of the leave that is extended beyond the first year or part thereof, except as required by the Family and Medical Leave Act. The employee shall advance a step on the salary schedule provided that the employee has completed at least 80 days of the school year.
- 2.2 The employee shall notify the Director or Assistant Superintendent of Human Resources of the intent to take a maternity leave and the dates the leave is requested 30 days prior to the date the leave is to commence.

Article XIII: Leaves (cont'd.)

- 2.3 Sick leave may be used if needed for medical reasons if the employee is unable to work either prior to commencement of leave following the designated return to work date. Use of sick leave may require a physician's statement.
- 2.4 Maternity leave may be granted to any employee who furnishes satisfactory evidence of pending adoption proceedings and who applies to the Board.
- 2.5 Subject to the regulation of the insurance carrier, employees on maternity leave may, by their own arrangement, continue their membership in the insurance plan of the District.
- 2.6 Employees returning from maternity leave shall be assigned to a position for which they are qualified, but not necessarily the exact assignment held prior to taking leave.
- 2.7 Extension of maternity leave may be granted by mutual agreement in the event of an unforeseen problem.
- 2.8 Prior to their return to duty, a statement from their physician attesting to their physical ability to resume their teaching responsibilities must be presented to their immediate supervisor.

Section 3. Personal Leave

- 3.1 The Board shall grant two (2) days personal leave per year at full pay, subject to the following conditions:
 - 3.11 Such leave shall be accumulative up to a maximum of two (2) days, but cannot be taken the day before or after a school holiday or vacation.
 - 3.12 Once an employee has accumulated the maximum of two (2) unused personal leave days, any additional personal leave days granted to the employee pursuant to this Section will accumulate as sick leave.
 - 3.13 Any notification of personal leave shall be made at least three (3) calendar days prior to the date of the leave (except in emergencies) to the switchboard operator. No reason need be given. A voluntary reason may be given if desired. It should be understood that personal leave is for important business reasons which cannot be transacted outside of school hours. Personal leave may not be taken for personal pleasure. Personal leave days cannot be used next to or adjoining vacation days or holidays.
 - 3.14 Any employee who has accumulated personal leave days prior to the effective date of this Agreement shall have all such accumulated personal leave days converted into sick days and added to her/ his sick leave accumulation upon the effective date of this

Agreement. Such conversion shall be reflected on the employee's paycheck stub for the payroll period immediately following the effective date of this Agreement.

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Article XIII: Leaves (cont'd.)

3.15 This Section should not be construed that sick leave days and personal leave days are interchangeable.

Section 4. Jury Duty

4.1 Necessary time absent shall be allowed for jury duty. The employee shall be afforded the difference in pay between the employee's daily rate and the per diem rate for this duty. The per diem rate shall not include compensated expense for meals, travel, etc.

Section 5. Sustained Incapacity

5.1 In the event an employee experiences a continual illness or serious injury within a given school term which would prevent them from performing their regular duties in Unit 10, salary payments would continue for the current fiscal year or school term, provided the employee has been employed in the School District for twenty (20) years and has sixty (60) days accumulated sick leave.

Section 6. Funeral Leave

6.1 Reasonable time at full pay shall be granted for funeral leave for members of the immediate family. Such leave shall not be deducted from sick leave. Prior arrangements with the Superintendent or his/ her designee is required for determination of the number of days to be granted. For purposes of this Section, immediate family shall be defined as follows: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, grandparents-in-law, legal guardians, and any relative living in the same household. Funeral leave for other than members of the immediate family must be requested in advance, in writing, and approved by the Superintendent and shall be deducted from accumulated sick leave.

Section 7. Military Leave

7.1 Military leave shall be granted upon application to the Board of Education to any staff member who is inducted or enlists in any branch of the armed forces of the United States and serves no more than one enlisted period. They shall be accorded a position for which they are qualified at the beginning of the school term following their release from active duty, provided notice of their intent to return to the school is received not later than June 1st preceding the school year following their return. Upon return from such leave, a staff member shall be placed on the salary schedule at the level which they would have achieved had they remained

actively employed in the system during the period of their absence. Sick leave shall not accrue during military leave. That which was accumulated before leave shall remain in force. Credit for military service shall not count toward the acquiring of tenure. This does not apply to employees under contract where no duties were performed.

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Article XIII: Leaves (cont'd.)

- 7.2 If National Guard or Reserve annual tour of training should occur during the school year, the employee required to participate shall be granted temporary leave of absence. The employee shall receive their regular salary minus basic pay which they will receive from the government for each school day spent in government service.

Section 8. Sabbatical Leave

- 8.1 The sabbatical leave program is for certificated personnel. It is to be granted primarily for the purpose of improvement of the School District and secondarily for the individual's benefit.
- 8.2 The sabbatical leave may be used for such activities as research, study, and travel, with emphasis placed on special type programs that are of educational value. The sabbatical leave is not intended to merely give the recipient an opportunity to attend classes or attain an advanced degree that otherwise could be earned through evening and summer classes—unless it falls into a special program category.
- 8.3 The approval or denial of the sabbatical leave therefore will be determined by the nature of the request and its educational value as perceived by the applicant, the screening committee, and the Board of Education.
- 8.4 All applicants for sabbatical leave must have a bachelor's degree, a minimum of six (6) consecutive years full-time experience in this school system, and have at least seven (7) full years of teaching service available before mandatory retirement age.
- 8.5 The maximum number of full year sabbaticals granted annually shall be two (or four one-half year sabbaticals).
- 8.6 Sabbatical leaves may be granted for periods of one or two Unit No. 10 semesters.
- 8.7 Teachers granted sabbatical leave shall receive the minimum salary as provided by the Illinois School Code or one-half their yearly salary, whichever is greater. Salaries will be paid bi-weekly to those on leave the same as those on regular service.
- 8.8 The sabbatical leave time shall not be construed as a break in consecutive years service.

- 8.9 Sabbatical leaves shall not be granted to any individual more than once every seven (7) years.

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Article XIII: Leaves (cont'd.)

- 8.10 All who are granted sabbatical leaves will be expected to return to this school system for a minimum of one full year's service immediately following completion of the sabbatical leave program, or return all monies received under the sabbatical leave program, except in the case of death or permanent disability. The return service requirement may be postponed at the discretion of the Board of Education upon the recommendation of the Superintendent and the Sabbatical Leave Screening Committee.
- 8.11 Upon the recommendations of the Superintendent and the Sabbatical Leave Screening Committee, and with the approval of the Board, the sabbatical leave may be continued for the benefit of the School District to complete work in process. The teacher shall receive all benefits of this sabbatical leave program for the continued period except salary.
- 8.12 Leave of absence may be granted for a period following the sabbatical leave year, but shall include no benefits beyond the normal leave of absence.
- 8.13 The return service requirement of one full year's service immediately following a sabbatical leave shall be postponed during a granted leave of absence or sabbatical leave continuation, but must be fulfilled at the end of this extension of leave or the financial restitution made.
- 8.14 The screening committee shall be composed of the Superintendent and three administrators appointed by the Superintendent, plus eight faculty members to be selected by the teachers' organization. Two members of the faculty group shall represent the high school, two members shall represent the junior high school, and four members shall represent the elementary schools.
- 8.15 Each year two teacher members will be replaced.
- 8.16 The screening committee will evaluate the written applications and recommend to the Board of Education an order for selection of the sabbatical leave candidate.
- 8.17 Work plans for the sabbatical leave must be submitted with application for leave to the Superintendent. The Board of Education requires a final progress report to be

sent to the Superintendent by all teachers on sabbatical leave within a month after completion of sabbatical. The report shall be shared with the members of the screening committee.

- 8.18 Applications for all sabbatical leaves must be submitted in writing to the Board office by April 15th of the school year preceding the requested leave. At the Board office, applications will be dated at receipt and a record made of the receipt. Applications will then be forwarded to the screening committee no later than April 20th.
- 8.19 The screening committee shall submit a list of recommendations, along with all applications received, to the Superintendent by May 1

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Article XIII: Leaves (cont'd.)

- 8.20 The Board of Education shall take final action no later than the regular Board meeting in May.
- 8.21 The Superintendent shall notify the screening committee and all applicants as to the final decision of the Board within five (5) days after the final action of the Board.

Section 9. For employees who wish to be absent from work beyond the use of sick leave, personal leave, funeral leave, or leave of absence, deduct days may be requested. This request must be presented to the Superintendent of Schools, in writing, for his/ her consideration. These days will not be granted automatically and will only be considered for unusual situations. For any days needed for absence due to an extended illness or injury where sick leave has terminated, a written request will not be necessary; these days to be automatically deducted from the employee's salary.

Section 10. Unused Accumulated Sick Leave Days

- 10.1 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 the applicable TRS Rules and Regulations.

ARTICLE XIV: ATTENDANCE INCENTIVE

Section 1. Upon an employee's separation or retirement from Collinsville Community Unit School District No. 10, the employee shall be credited for each year of good attendance in the District in accordance with the following schedule:

<u>Annual Days of Attendance</u>	<u>Attendance Incentive Compensation</u>
180 Days	\$480.00
179 Days	\$385.00
178 Days	\$300.00
177 Days	\$225.00
176 Days	\$200.00
175 Days	\$175.00
174 Days	\$150.00
173 Days	\$125.00

In determining the employee's record of attendance for the purposes of this Section, only the use of sick leave and personal leave will be considered as days of non-attendance to be subtracted from the employee's perfect attendance record. The employee's use of family and medical leave, Association leave, jury duty or court appearance leave, funeral leave, maternity or child-rearing leave, military leave, sabbatical leave, unpaid leaves of absence, leaves for professional development, absence due to in-service training, leave provided under the Americans with Disabilities Act, leave required due to an employment-related injury or illness under the Illinois Workers' Compensation and Occupational Diseases Act, the employee's observance of religious holidays, and any other leave taken at the request of the Board shall be counted as days of attendance for purposes of this Section.

Upon written request from an employee, the District shall provide written notification to the employee, not later than 30 calendar days following receipt of the employee's request, as to the amount of compensation the employee has earned pursuant to this Section as of the start of that school year.

Upon the death of an employee qualified under this Section, the monies due for the time so accumulated will be paid to the estate of the employee.

In order to qualify for attendance incentive compensation, an employee must have at least 10 accumulated sick leave days at the time of separation or retirement.

Section 2. The Board and the Association agree that if, during the term of this Agreement, any changes occur in TRS rules and regulations, or in interpretation thereof, which would reduce, diminish, abrogate, or negate any of the benefits provided by this Article as of the effective date of this Agreement, the parties will meet within sixty (60) calendar days following the effective date of the TRS rule or interpretation change to renegotiate the provisions of the Agreement directly affected by such change, for the purpose of bringing the provisions of this Article into compliance with any such change so that the benefits provided pursuant to the Article as of the effective date of this Agreement are not reduced, diminished, abrogated, or negated.

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Article XIV: Attendance Incentive (cont'd.)

Section 3. Upon submission of a 1, 2, or 3 year notice of retirement, part of the Attendance Incentive will be added to the teacher's creditable earnings in each year of the pre-retirement to increase the teacher's total creditable earnings to a maximum of 6% over the previous year's earnings.

Section 4. Any Attendance Incentive that the teacher would not receive because of the 6% limit, will be paid to the teacher post-retirement as non-creditable earnings.

Section 5. Failure of a teacher to retire as scheduled will result in the teacher receiving payment only for the balance of his/ her incentive benefit when he/ she reapplies for retirement. This remaining balance will be subject to the 6% limit and post-employment payment procedures.

Section 6. The parties agree to submit this concept to TRS for its review and approval. In the event legislation and/ or administrative rules do not include attendance incentive payments in the 6% TRS penalty cap calculation, the parties agree the attendance incentive will be paid to retiring teachers in a manner to maximize creditable earnings.

ARTICLE XV: FRINGE BENEFITS

Section 1. Health Insurance.

- 11 For each full-time employee who desires to participate, the Board shall pay 100% of the cost of the premium for single coverage under a group health insurance plan for the duration of the contract.
- 12 The Board shall continue to provide health insurance coverage to eligible employees under its self-insurance plan through December 31, 2005 per the terms of the 2004-2005 collective bargaining agreement. Effective January 1, 2006, the District shall terminate its self-insurance plan and join MISSVIC.
- 13 The District shall also provide eligible employees with 100% Board paid dental insurance and life insurance (\$11,000 life insurance coverage per employee) for the duration of this agreement.
- 14 In addition to the Board's contribution for single coverage, the Board shall contribute \$55.00 for each employee toward a group health plan for family/ spouse coverage for each full-time employee who desires to participate in the family/ spouse plan for the duration of this agreement.
- 15 All employees are subject to eligibility requirements.
- 16 Insurance Committee. A representative committee made up of all groups of employees (with at least 50% of the committee members named by the Association)

will evaluate the insurance coverage, company, etc. The parties understand and agree that so long as the District continues to provide insurance through MISSVIC under a contract for insurance coverage, premium costs and benefits shall be determined by MISSVIC. Prior to the expiration of any contract with MISSVIC the Insurance Committee and Board may mutually agree to renew the MISSVIC contract. If either the Board or the Insurance Committee proposes that insurance coverage be provided by an insurance carrier other than MISSVIC then the Board and Insurance Committee shall negotiate the proposed change in the insurance carrier/ company, coverage, etc. and further agree that these negotiations must be completed prior to the deadline for renewing any existing insurance carrier contract.

Section 2. All TRS contributions shall be considered Board paid and tax sheltered. The salary amount as printed on the individual employment agreement issued annually shall reflect such TRS contributions.

Section 3. District 10 teachers are authorized to use their issued name badge as a pass to attend all District 10 home activities at no cost. The pass will be valid for the employee and one guest at each event, but the pass cannot be used to attend the District 10 Basketball Tournament (currently called the Schnucks Tournament) and cannot be used to attend events that IHSA charges admission fees.

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ARTICLE XVI: COMPENSATION

Section 1. Salary Schedule

11 The basic salaries of employees covered by this Agreement shall be attached to and incorporated in this Agreement.

Section 2. Experience Credit

2.1 A new employee with experience elsewhere shall be placed upon the appropriate step not to exceed eight (8) years outside credit.

2.2 For the person being hired for the 1994-1995 school year and thereafter, a person hired within the first 30 working days of the first semester or as a substitute in a position and is subsequently hired in that position will be entitled to experience credit for that entire year.

Section 3. Master's Degree Equivalency

3.1 Effective the 1976-77 school year, Master's Degree equivalency (40 semester hours) shall no longer be payable on the salary schedule. Those teachers who are already on

the Master's Equivalency shall be paid as a Master Degree teacher in effect to the duration of their employment.

Section 4. Substitute Teachers

- 4.1 Salaries for substitute teachers shall be \$68.25 (Sixty-eight dollars and twenty-five cents) per day. Substitute teachers who substitute for one-half day shall receive \$34.13 (Thirty-four dollars and thirteen cents) per day. The Board reserves the right to set the amount based upon the recommendation of the Superintendent.

Section 5. Ten or Twelve Month Pay Period Option

- 5.1 Teachers shall have the option of receiving their salaries on a ten month basis or on a twelve month basis. Teachers who choose the ten month plan shall receive twenty-two (22) bi-weekly pays commencing in September and ending in June. Teachers who choose the twelve month plan shall receive twenty-six (26) or twenty-seven (27) bi-weekly pays commencing in September and ending in August. Anyone employed effective with the 1991-1992 school year or thereafter shall not have the above option, but shall be placed on the twelve (12) month pay plan.

Section 6. Salary Computational Errors

- 6.1 Any error in the computation of the salary of an employee shall be corrected the next pay period after the discovery of the error.

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ARTICLE XVI: Compensation (cont'd)

Section 7. Automotive Mileage

- 7.1 Employees required to drive their personal automobiles in the course of their employment, or otherwise using their automobiles in authorized service to the District, shall be reimbursed at the rate of thirty-five cents (\$0.35) per mile effective January 1, 2002, and will increase by three cents (\$0.03) each January 1 for the duration of this agreement, provided the mileage rate does not exceed the IRS rate.

Section 8. Summer School

- 8.1 Pay for teaching in the Summer School Program shall be at the rate of .00065 of beginning base.

Section 9. Night School

- 9.1 Pay for teaching in the Night School Program shall be at the rate of .00065 of beginning base.

Section 10. Saturday School

10.1 Pay for teaching in the Saturday School Program shall be at the rate of .00065 of beginning base.

Section 11. Homebound Program

11.1 Pay for teaching in the Homebound Program shall be at the rate of .00065 of beginning base.

Section 12. Irregular Teaching Duty

12.1 Teachers who are assigned six periods of teaching duty shall be paid at the rate of nine percent (9%) above their regular scheduled salary.

Section 13. Driver's Education (Behind the Wheel)

13.1 Pay for teaching in the Driver's Education (BTW) Program shall be at the rate of .00065 of beginning base.

Section 14. No Unauthorized Deduction

14.1 Deductions from an employees pay will only be made with authorization from the employee or if required by law.

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ARTICLE XVI: Compensation (cont'd)

Section 15. Worker's Comp

15.1 During the period of time when a teacher is collecting benefits provided by the Illinois Workers' Compensation and Occupational Disease Act, the district will pay the employee an amount equal to the difference between the employee's regular net pay (including stipends) and the amount the employee is receiving from workers' comp.

Section 16. 60-hour Master's Degrees

16.1 Beginning with the 1997-98 school year, certified positions that require a master's degree and that degree requires 60 hours of work beyond the bachelor's degree,

shall be placed on the salary schedule at the master's plus 24 level and given credit for a master's plus 28 toward further advancement on the salary schedule.

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ARTICLE XVII: COMMITTEES

VOCATIONAL COMMITTEE:

The Board of Education and the Collinsville Education Association shall continue a joint committee for the purpose of studying the concerns facing the future of the Area Vocational Center. This committee shall consist of Board/ Administrative representatives and members of the Collinsville Education Association. This committee shall also include high school and vocational school administrators who are involved with the Center's program.

SPECIAL EDUCATION CONCERNS:

The Board and Association agree to form a committee composed of an equal number of Board/ Administration representatives and an equal number of Association representatives. Association members of the committee shall be from within the Special Education Department and/ or regular education teachers involved in co-teaching or REI programs. The Director of Special Education shall be an administrative appointee to the committee and shall serve as chairperson. The Association shall appoint a vice-chairperson from their members on the committee.

This committee will address items of concern within the Special Education Department which are procedural in nature and best clarified within the Special Education Department.

The committee shall meet as needed or quarterly but no less than one time each quarter during each school year. Subject matter to be discussed shall be submitted in advance of the meeting for a pre-established agenda. Subjects on the pre-agenda shall be alternately listed between those submitted by the CEA and the administration. The chairperson and vice-chairperson shall meet prior to all meetings to mutually establish the agenda.

BOARD LIAISON BUDGET COMMITTEE:

The Collinsville Education Association shall select a member to serve as a liaison to the Board of Education, through the Director of Business Affairs, regarding budgetary matters. This liaison shall be allowed reasonable access to the Director of Business Affairs to discuss and offer input on financial decisions of the District and develop a consistent understanding of Unit 10's finances for the Collinsville Education Association.

ARTICLE XVIII: TERMINATION AND NEGOTIATIONS PROCEDURES

- Section 1.** The parties agree that their duly designated representatives shall negotiate in good faith with respect to terms and conditions of employment.
- Section 2.** Both parties agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith with respect to salaries, fringe benefits, conditions of employment, grievance procedures, and other matters of mutual concern.
- Section 3.** Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and the Association for ratification.

- Section 4.** Each party to negotiations shall select its negotiating representatives provided that the Board shall not select a member of the Association bargaining unit.
- Section 5.** Negotiations shall begin no later than May 1 of each year unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.
- Section 6.** Each negotiations committee shall designate a member who shall serve as exclusive spokesperson for the respective committee except as they may call on other committee members or advisors for specific comment. No members of other Unit # 10 bargaining groups shall be present unless mutually agreed upon.
- Section 7.** The public shall not be invited to the negotiations sessions.
- Section 8.** Unless otherwise agreed, each committee shall be wholly and completely free to communicate any and all aspects of the negotiations process to both their respective groups and to the public. All press items shall be released through official channels to be designated each year at the start of negotiations.
- Section 9.** The Superintendent and the central administrative staff shall serve as resource consultants and shall furnish copies of the tentative budget, monthly expenditures, and copies of the proposed amendments and additions to the administrative and Board Policies affecting employees, and such other readily available and pertinent information as the Association may request. Requests to the Superintendent shall be made to the Board and the Superintendent and requests to the Association shall be made to the President.
- Section 10.** Each party will keep its own records of negotiation meetings. Both parties shall be allowed to utilize a tape recorder.
- Section 11.** During negotiations, agreed upon items shall be reduced to writing and signed prior to the adjournment of the meeting at which agreement was reached.

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Article XVIII: Termination and Negotiations Procedure (cont'd.)

- Section 12.** An impasse date will be determined by both parties at the start of negotiations each year. Either party may declare to the other in writing that an impasse exists, and the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet as soon as possible with the parties or their representatives or both, either jointly or separately, and shall take such steps as the mediator deems appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.
- Section 13.** The costs for the mediator shall be equally shared by the Board and the Association.

- Section 14.** This Agreement shall be subject to change or supplement at any time by mutual consent of the parties. Any such change or supplemental agreement shall be reduced to writing, signed by the parties and submitted to the Board and Association for approval.
- Section 15.** The Board shall not issue individual teacher contracts or employment agreements before a negotiated agreement has been reached between the Board and the Association. The Board may issue individual contracts to newly employed teachers.
- Section 16.** When the Association and Board reach tentative agreement on all matters being negotiated, the agreed upon items shall be submitted to the membership of the Association for ratification and to the Board for official approval.

ARTICLE XIX: EFFECT OF AGREEMENT

- Section 1.** 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 for the duration of this Agreement if not affected by the deleted article, section or clause.

- Section 2.** 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.
- Section 3.** The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.
- Section 4.** The Association agrees not to strike during the duration of this Agreement.
- Section 5.** This contract becomes effective on the first day of the 2008-2009 school year and remains in effect until the first day of the 2011-2012 school year.

This Agreement is signed and adopted this ___ day of July and effective August 14, 2008.

In witness thereof:

For the Collinsville Education Association

For the Board of Education
Collinsville Unit # 10 School District

CEA Co-President

President

CEA Co-President

Secretary

CEA Secretary

GRIEVANCE FORM

(For use with Collective Bargaining Agreement between the Board and the
Collinsville Education Association, IEA-NEA)

Grievant

Work Location and/or Assignment

DESCRIPTION OF GRIEVANCE:

DATE OF OCCURRENCE:
ARTICLES AND/OR POLICIES IN QUESTION:
REMEDY REQUESTED:

DATE: _____ **Signature of Grievant** _____

(If additional sheets need to be attached to this Grievance Form to provide additional space for description, remedies, explanations, responses, position statement, etc., please make reference to any attachments in the appropriate place on this Grievance form.)

Page 2

<p>(STEP 1) Grievance Received by _____ on _____ (date)</p> <p>Principal or Immediately Involved Supervisor's Response:</p>
--

**Date
Signature**

Principal or Immediately Involved Supervisor's

Position of Grievant:

Date

Grievant's Signature

(STEP 2) Grievance Received by _____ on _____ (date)

Superintendent's Response:

Date

Superintendent's Signature

Position of Grievant:

Date

Grievant's Signature

Page 3

(STEP 3) Grievance Received by _____ on _____ (date)

Board of Education's Response:

Date

Board of Education Representative's Signature

Position of Grievant:

Date

Grievant's Signature

(STEP 4)

Name of Mediator:

Disposition of Grievance:

Date of Disposition

Mediator's Signature

(STEP 5)

Name of Arbitrator:

Arbitrator's Decision:

Date of Decision

Arbitrator's Signature

Teacher Pay Form

Your Name: _____

School: _____

1

Grade/ Class Covered: _____

Teacher Covered For: _____

Date: _____ Time: _____

2

Grade/ Class Covered: _____

Teacher Covered For: _____

Date: _____ Time: _____

3

Grade/ Class Covered: _____

Teacher Covered For: _____

Date: _____ Time: _____

(Please Note: You will be paid for the 2nd occurrence of covering a class.)

Teacher's Signature

Date

Building Administrator's Signature

Date

Please forward to the switchboard operator by the end of each month.

Superintendent's Signature

Date

SIDE LETTER

The Board and the Association agree that the issue of employees donating sick leave to employees that suffer from a catastrophic illness shall be deferred to the Sick Leave Bank Committee, and that committee shall prepare a recommendation for the Board's consideration.

For the Collinsville Education
Association, IEA-NEA:

For the Board of Education of
Collinsville Community Unit
District No. 10:

Cheryl Pride / James Kolb

James W. Adenbald

1/4/05
Date

1/9/06
Date

Co-teaching Language

Class Size

In any general education class room, the total number of general education students and students with special needs will be subject to the class size language set forth in Article XI of the current parties' collective bargaining agreement and such numbers will not exceed the case load/ class size limits pertaining to students with special needs as set forth in Section 226.730 of the Illinois Administrative Code.

A special education teacher or educational assistant(s) shall be present with the general education teacher, as mandated by student's IEP, while special needs students are in the general education class room with the general education teacher.

Substitutes

The district will make every effort to provide qualified substitutes in the co-taught class rooms for the general education teacher, special education teacher and/ or the educational assistant(s) when the general education teacher, special education teacher or educational assistant(s) are absent.

Prep. Time

Special education and general education teachers need to have a common time to plan. Every effort will be made by the administration to support general and special education teachers having a joint planning time that is adequate to support the achievement of the goals and objectives as set forth in the student's IEP.

**The use of the term general will be used synonymously with "regular" when referring to teachers employed to teach general education curriculum.

This Memorandum of Agreement is signed this _____ day of February, 2005.

For the Collinsville Education Association,
IEA-NEA:

For the Board of Education of
Collinsville Community Unit
School District # 10:






