

PROFESSIONAL CONTRACT AGREEMENT

between the

***Board of Education
Peru Elementary School District 124***

and the

***Peru Educators' Association
IEA/NEA***

for the School Years

2016-2017

2017-2018

2018-2019

2019-2020

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I - Relationships	1-2
ARTICLE II - Association and Teacher Rights.....	2-5
ARTICLE III - Academic Freedom	5
ARTICLE IV - Teacher Protection	5-6
ARTICLE V - Professional Qualifications.....	6
ARTICLE VI - Teachers' Hours and Assignments	7-8
ARTICLE VII - Teaching Conditions and Staff Facilities	8-9
ARTICLE VIII - Reductions in Personnel.....	9-10
ARTICLE IX - Assignments, Vacancies, and Transfers.....	11-13
ARTICLE X - Teacher Evaluation.....	13
ARTICLE XI - Leaves of Absence	13-15
ARTICLE XII - Committees	15-16
ARTICLE XIII - Grievance Procedure.....	16-17
ARTICLE XIV - Professional Compensation and Related Provisions	18-21
ARTICLE XV - Teachers' Professional Responsibilities	21-23
ARTICLE XVI - Effect of Agreement.....	23
ARTICLE XVII - Duration and Acceptance of Agreement	23
APPENDIX A	2016-2017 Salary Schedule
APPENDIX A	2017-2018 Salary Schedule
APPENDIX A	2018-2019 Salary Schedule
APPENDIX A	2019-2020 Salary Schedule
APPENDIX B	Extra Duty Compensation Schedule

PREAMBLE

The Board and the Association recognize that the ultimate aim of public schools is to provide the best education possible for youth in the District. Attainment of these educational objectives is a joint responsibility of the Board of Education, the administrative and supervisory staff and the professional teaching personnel. Attainment of educational objectives of the District requires mutual understanding and cooperation between the Board, the administration and supervisory staff, and the professional teaching personnel. To this end, free and open exchange of views is desirable and necessary with all parties participating in deliberations leading to the resolution of questions regarding the interpretation and implementation of this Agreement.

The Administration shall, because of their education and professional insights, help provide those conditions which enable teachers and other staff members to achieve their professional goals within a framework of improved educational service to pupils. The principals and other supervisory personnel have the responsibility to reasonably assist the teaching staff and other auxiliary services in providing a quality educational program and provide the necessary climate for optimum educational growth for students.

ARTICLE I **RELATIONSHIPS**

A. The Board of Education of Peru Elementary School District 124, LaSalle County, Peru, Illinois hereinafter referred to as "Board", having recognized the Peru Educators' Association, IEA/NEA, hereinafter referred to as the "Association", as the exclusive and sole negotiating agent for all regularly employed certificated instructional personnel except the following classifications: Superintendent, Principal, Assistant Principal, Special Services Director, Psychologist, Dean, Technology Coordinator and other administrative or supervisory personnel having the authority to hire, transfer, assign, promote, discharge, or discipline other employees or having the responsibility to make recommendations thereon.

B. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in paragraph "A" above.

C. The Board agrees not to negotiate with any teacher individually in matters specifically covered by this Agreement.

D. The Association and the Board agree to negotiate in good faith with respect to wages, hours and other terms and conditions of employment in accordance with the Illinois Educational Labor Relations Act.

E. Bargaining sessions between the Board and the Association will be scheduled, after written request of either party. A mutually agreeable meeting date shall be established within thirty (30) days of the date appearing on the written request. Formal negotiations shall commence no later than the first day of April, preceding the expiration date of the present contract.

F. If an impasse in negotiations occurs, the parties agree to request the Federal Mediation and Conciliations Service to appoint a mediator.

G. Throughout the term of this agreement, the Association agrees not to strike or engage in any work stoppages. Throughout the term of this agreement, the Association also

agrees not to engage in any activities which would disrupt the operations of any public school in the District.

ARTICLE II
ASSOCIATION AND TEACHER RIGHTS

A. Teachers shall have the right to join, or assist the Association, and to participate in professional negotiations with the Board through representatives of their own choosing.

B. Nothing contained herein shall be construed to deny any teacher rights the teacher may have under the School Code of the State of Illinois or under other applicable State or Federal laws and regulations.

District Finances

C. The Association shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the school including annual financial statement audit and adopted budget. In addition, the Board and the administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information.

Building Use by the Association

D. The Association and its representatives may, upon written request and approval of the appropriate administrator, use school buildings for meetings and to transact official Association business on school property at all reasonable times provided that such business does not interfere with or interrupt normal school operations. When special custodial services are required, the Board shall charge for this service.

Board Meeting Agendas

E. The Board shall place on the agenda of each regular Board meeting any matters brought to its attention for its consideration by the Association so long as these matters are made known in writing to the Superintendent forty-eight (48) hours prior to the regular meeting.

F. The President of the Association or his or her designee shall be provided with an electronic copy of the agenda for any regular or special meeting of the Board at least twenty-four (24) hours prior to the scheduled time of such meeting. An electronic copy of all Board minutes shall be provided to the President of the Association after they have been approved by the Board. Within forty-eight (48) hours after approval, the minutes and district bills shall be posted on the district website.

G. The Association shall be provided with bulletin board space in each teacher workroom and shall have the right to use faculty mailboxes for a reasonable volume of professionally related announcements.

H. The Association shall have the right to use school equipment including, but not limited to computers, technology, duplicating equipment and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for all materials and supplies incidental to such use.

I. Neither teachers, administrators nor Board members shall criticize each other in the presence of students, other teachers, parents or members of the community. Any question or criticism by the employer of a teacher's performance shall be made in confidence and not in the presence of others, unless the teacher has requested union representation.

J. Each teacher shall have the right, upon request to the Superintendent, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The Superintendent or his/her designee must be present during review at the location of the file. The teacher may attach a written statement to any complaint or disciplinary action that is placed in the teacher's personnel file. If the complaint or disciplinary action is to be placed in the teacher's file, the teacher will receive verbal notice prior to written notice of the substance of the documentation.

K. Except for the lunch period, unassigned time of a teacher shall be devoted to instructional programming, conferring with parents, pupils, administration and supervisors, studying and maintaining records, and any other non-instructional duties deemed appropriate by the Board. Nothing herein shall require that there be any unassigned time. Upon request, the building principal may permit teachers to leave the building during a preparation period.

Dues and Deductions

L. The Board approves salary deductions for membership dues of the Association, IEA and NEA. Pursuant to annual delivery of a signed authorization, the Board shall deduct such dues from the teacher's check equally throughout the months of September through July each school year, or from such time the list is provided by the Association Treasurer. The Board agrees to remit to the Association Treasurer, no later than fifteen (15) working days after such deductions are made, a sum equal to the total of these monthly deductions accompanied by an alphabetical list of the teachers for whom such deductions have been made. The Association shall from time to time advise the Board of all members of the Association in good standing and furnish any other information needed by the Board to fulfill the provisions of this arrangement. Any teacher employed after the start of the school term may authorize dues deduction by presenting an authorization card to the Board within thirty (30) working days after date of employment. The combined annual membership dues will be prorated and deducted from the remaining semi-monthly pay checks to complete payment by July. If a teacher resigns from the employment of the Board prior to termination of the effective period of the signed authorization, the Board shall deduct the unpaid portion of such authorization from the teacher's final paycheck.

Although a teacher may revoke his/her dues deducting authorization at anytime, such revocation does not eliminate any contractual agreement the teacher may have with the IEA or NEA.

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for, the Board's 403(b) program, charitable donations or any other plan or program approved by the Board.

The Association shall indemnify and save harmless the employer from all claims, demands, suits and costs incurred in connection with any such claim, demand or suit, resulting from any reasonable action taken or omitted by the employer for the purpose of complying with the provisions of this section.

District Calendar

M. The Board shall establish a school calendar and consult with the Association President prior to its adoption. The calendar shall allow for the normal early dismissal schedule of no later than 2:15 p.m. the day before Thanksgiving, winter and spring breaks.

N. The teacher shall be guaranteed the right to be active politically. Political rights shall include registering and voting, participating in party organization, discussing political issues publicly, campaigning for candidates, contributing to campaigns of candidates, lobbying, organizing political action groups, and running for and serving in public offices. Any such activity shall be conducted on the teacher's time at his/her expense.

O. The teacher shall not use institutional privileges or facilities to promote political candidates or to further partisan political activities.

P. Any charge of misconduct, neglect, or violation made about a teacher which is of such gravity that one might reasonably conclude that it could result in suspension or discharge shall be in writing. The teacher shall have the right to be represented by the Association in any meeting conducted by the Board or the Superintendent with such teacher regarding such charge. Prior to scheduling any such meeting or hearing, the teacher will be given reasonable notice of the nature of the charge and informed of his/her right to be represented by the Association at such meeting.

Q. The Board of Education agrees that it shall not impose or threaten to impose reprisals on professional employees, or to discriminate or threaten to discriminate against tenure professional employees in regard to promotion, assignment, salary increments, termination of contract, tenure contract, tenure of service, or any other term or condition of service by reason of their exercise of their rights provided by this Agreement.

R. Prior to taking final action, the Board shall advise the Association as to any planned changes that would greatly impact upon the District's fiscal affairs including any proposed annexation or consolidation. The Association shall be given an opportunity to make recommendations to the Board with respect to any such matters.

Fair Share

S. Each Bargaining Unit Member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties for the current school year, 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.

1. In the event that the Bargaining Unit Member does not pay his/her fair share fee directly to the Association within the thirty (30) day period described in above, the date as established by the Board shall deduct the fair share fee from the wages of the non-member, in the same manner as deductions are made for Association members.

2. Such fair share fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

3. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with the Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- a. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires.
- b. The Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

4. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article. It is expressly understood that this safe harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct the Board or the Board's imperfect execution of obligations imposed upon it by the Article.

5. The obligation to pay fair share fee will not apply to any employee who, on the basis of a bonafide religious tenant or teaching of a church or religious body of which such Employee is a member or other sincerely held belief, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employer 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 **ACADEMIC FREEDOM**

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire a meaningful awareness of and respect for the Constitution and the Bill of Rights of the United States and the Constitution of the State of Illinois, and to instill appreciation of the values of the individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.

B. Freedom of individual expression shall be encouraged and fair procedures shall be developed to safeguard the legitimate interests of the schools.

C. Academic freedom is not an absolute. It must be exercised within the basic ethical responsibilities of the teaching profession. These responsibilities include the requirements that all teachers review the curriculum guides, present all sides of controversial issues on subjects within the curriculum and be subject to periodic supervision and evaluation. Any substantial deviation from the curriculum guides shall be subject to administrative approval.

ARTICLE IV **TEACHER PROTECTION**

A. The Board provides liability insurance indemnification and protection against suits for its employees in accordance with the *Illinois School Code* Sec. 10-22.3 and Sec. 10-20.20.

Workers' Compensation

B. The Board carries workers' compensation insurance for the protection of all employees against injuries sustained in the course of duty. An employee, absent because of illness or accident, which is compensable under the Workers' Compensation Act of the State of Illinois, may elect: (1) to retain available sick leave, or (2) to utilize available sick leave in conjunction with workers' compensation and receive from the Board the amount equal to the difference between the amount due the employee from the workers' compensation insurance and the employee's regular pay, in which case the employee will be charged one-third of a sick leave day for each day of workers' compensation.

Parent Complaints

C. Any complaint by a parent of a student directed toward a teacher, related to a student problem, shall be resolved in order of the following steps:

1. Parent - Teacher Conference.
2. Parent - Teacher - Building Administrator Conference.
3. Parent - Teacher - Building Administrator - Superintendent Conference
4. Parent - Teacher - Building Administrator - Superintendent - Board Conference

Any teacher may request and have Association representation in any of the above steps; however, it is understood that this should only be used when necessary and when the building administrator is informed in advance for steps 1 and 2. Should the parent refuse to attend a parent-teacher conference, the sequence of conferences will cease unless the teacher or administration feels this is necessary to resolve the issue.

Teacher Conduct

D. Rules and regulations governing teacher conduct shall be reasonable. Discipline shall be for just cause. Discipline shall mean suspension with or without pay and any written reprimand placed in the teacher's file. Discipline shall be progressive and in relation to the severity of the misconduct.

1. A teacher may be suspended without pay pending a dismissal hearing pursuant to the provisions of the *Illinois School Code*.

2. Prior to any suspension without pay under this subsection 2, the teacher shall receive written notice of the reasons for the proposed suspension and an opportunity to be heard on the matter by the Board. This notice shall be given at least five (5) working days prior to the Hearing. At the Hearing, the teacher shall have the right to representation, the right to present evidence on his/her behalf and the right to cross examine witnesses. Subsequent to the Hearing, the Board shall determine whether there is just cause to suspend the teacher without pay for some period not to exceed five (5) days.

3. A teacher may be suspended by the Superintendent or Board with pay and benefits pending the investigation of any alleged misconduct when the Superintendent/Board deems it in the best interests of the District to do so.

4. When a teacher is required to attend any meeting with the Administration or Board that may result in discipline, the teacher shall have the right to request Association representation.

ARTICLE V **PROFESSIONAL QUALIFICATIONS**

A. The authority to employ teachers has been granted the Board of Education under Sections 10-21.1 and 10-20.7 of the *Illinois School Code*.

B. Teachers shall be assigned to teach within the limits of their teaching qualifications.

ARTICLE VI
TEACHERS' HOURS AND ASSIGNMENTS

Teacher Work Day

A. The normal teacher work day shall not exceed 7 hours and 20 minutes, with the Parkside student attendance day lasting 6 hours and 50 minutes and the Northview student attendance day lasting 6 hours and 30 minutes. In the case of early student dismissal days, the teacher work day is the same length except for those noted before specified holidays. All teachers will begin the teaching day by being on duty at least fifteen (15) minutes before class begins in their particular building or for their particular teaching assignment. The additional time outside of the student attendance day is to be used for individual teacher preparation and/or team planning time, with no more than one meeting per week allowed for the scheduling of IEP or other meetings that are planned with advance notice.

The established starting and ending time of the teacher work day will be consistent within each building; however, the schedule may necessitate that preschool teachers may have an alternative starting and ending time, so long as it does not exceed the normal teacher work day of 7 hours and 20 minutes. Teachers in grades PreK-4 shall have a lunch period of not less than 40 minutes, and teachers in grades 5-8 shall have a lunch period of not less than 30 minutes. The length of the regular teacher work day shall remain the same throughout the duration of this Agreement.

Teachers shall remain on duty a minimum of ten (10) minutes beyond regular dismissal time for afternoon classes as part of their normal work day as described above and to complete any assigned supervision duties. These 10 minutes are included within the regular work day hours stated above. During those periods teachers shall prepare assignments, conduct conferences, attend staff meetings or be involved in other professional responsibilities. Before school holidays and on Fridays in the event weekly early dismissal professional development schedules are eliminated, teachers need not remain the full time after students are dismissed. If, for special reason, a teacher must leave the building earlier, the appropriate administrator may grant such permission.

B. Reasonable effort will be made to schedule IEP, problem solving and domain meetings during the regular duty day.

C. A teacher who works with a particular student may request to be notified when that student's Problem Solving, IEP or domain meetings are scheduled. Upon notification of such meeting, it is the teacher's responsibility to notify the principal in advance if they plan to attend.

D. The Board will provide all teachers within a building the same amount of scheduled plan time over the course of a week, although some variance will be necessary for special schedules and events that may occur from time to time, including Friday early dismissal schedules. On regular dismissal schedule days, all teachers will have a minimum of one daily 30 minute block of uninterrupted individual plan time during the student attendance day, and all teachers will have a total of no less than 175 minutes of total plan time each week. Based on student needs, special area teachers may choose to adjust their schedules and blocks. Teachers shall not be required to perform other supervisory duties during their plan time, and shall not be required to attend a meeting during their plan time more than once per week. In the event additional grade level sections are added, daily plan time blocks may be reduced to 25 minutes.

E. In the case of an emergency when a substitute teacher is not available, a regular teacher may accept a class or a portion of any class other than his/her own home room which requires him/her to forfeit his/her individual preparation period shall be compensated at the rate listed under Extra Duty Compensation Schedule as listed in the contract for each period accepted.

F. Teachers shall attend the initial open house and all faculty meetings. The Principal may grant an excused absence. Teachers will be encouraged to attend parent-teacher organization meetings and other school activities in which their students are directly involved.

G. On days of parent teacher conferences which last more than three hours, teachers will be allowed up to 45 minutes of flex time which may be taken at their discretion within the conference schedule. Teachers will inform the office in the timeframe required of the exact time of their 45 minute block. Teachers may leave the building during their block of flex time. It is understood that conferences that are not able to be scheduled with a parent during the provided schedule will be arranged between the teacher and parent at a mutually agreeable time.

H. A special education teacher or speech pathologist may be granted up to two (2) days of release time from regular classroom duties for the purpose of developing IEPs, or conducting parent meetings or staffings. An additional day may be granted based on necessity.

ARTICLE VII **TEACHING CONDITIONS AND STAFF FACILITIES**

A. A teacher room which is furnished and cleaned daily shall be provided in each building.

B. The Board will endeavor to provide teachers access to their rooms throughout the workday, including during their plan time for the purpose of preparing lessons and materials. Exceptions will be avoided as much as possible, but will be allowed as dictated for facility needs or space, or occasional meetings or school events.

C. A professional library is maintained at each District facility. An updated inventory of materials will be maintained.

D. A teacher shall not be required to search for bombs in case of bomb threats.

E. The Board does make available for each building duplicating facilities to assist teachers in the preparation of their presentations and examinations.

F. The Board agrees to continue its earnest effort to maintain class sizes at the lowest reasonable number as dictated by the financial conditions of the District, the building facilities available, the availability of qualified teachers, and the best interests of the students and the District as determined each year.

G. Each instructional staff member shall be given the opportunity to submit requisitions for instructional materials and supplies for the following school term. Within two weeks prior to the opening of school, teachers shall be informed as to the disposition of their request for requisitions for the coming school year.

PLC Meetings

H. In the event the Board maintains a traditional dismissal calendar without a weekly early dismissal schedule, Professional Learning Community (PLC) meetings shall normally not exceed 45 minutes beyond the teacher work day and there shall normally be no more than one PLC meeting per month except in emergency situations. In the event the Board maintains a calendar with a weekly early dismissal schedule, PLC meetings will be held during this time. All early dismissal day activities will be concluded by the end of the normal teacher work day in each building. The early dismissal day preceding Parent-Teacher Conferences and/or before report cards, as well as the week of winter program rehearsals in the event teachers lose their plan time for rehearsal practices, shall be dedicated to teacher preparation. At the request of the PEA, at the conclusion of each PLC meeting, teachers will remain in that room for the Association to hold its meetings.

I. The District will periodically seek teacher input on the activities and topics for the District's professional development program.

J. During one of the initial teacher institute days preceding the beginning of the school year, the administration will provide two (2) consecutive hours for teachers to meet with co-teachers to plan schedules and services for the first student attendance day.

ARTICLE VIII **REDUCTIONS IN PERSONNEL**

Procedures

A. In the event that the Board determines it to be necessary to reduce the number of certificated employees in the school system or to discontinue some particular type of teaching service, it shall first confer with the Association regarding such reductions.

B. Once dismissal has been determined according to the provisions of Section 24-12 of the *Illinois School Code*, then written notice is to be mailed to the teacher and also given to the teacher either by certified mail, return receipt requested, or personal delivery with receipt at least 45 days before the end of the school term together with a statement of honorable dismissal and the reasons therefore. The sequence of dismissal shall be as provided in Section D below.

Upon scheduling each termination conference, the Association President shall be notified of the time and place of the meeting. The Association President or his/her designee will be present when the teacher is notified of his/her termination. The teacher reserves the right to continue the meeting with or without representation.

Joint Committee on Reductions-in-Force

C. The Joint Committee on Reductions-in-Force shall consist of three (3) members representing the Board and three (3) members representing the Association. The committee shall begin meeting no later than December 1st of each school year and shall be completed by March 1st of each school year, unless different dates are mutually agreed to by both parties. The committee has the authority to make decisions within the limits of Section 24-12 of the *Illinois School Code*.

Job Qualifications and Groupings

D. The sequence of dismissal shall be established each year not less than 75 days before the end of the school term. Each teacher will be categorized into one or more positions for which the teacher is qualified to hold based upon legal qualifications and any other qualifications established by the District in a job description in place no later than May 10th of the

prior school year. Within each position the District shall establish four groupings of teachers qualified to hold the position as follows:

1. Grouping 1 shall consist of each teacher not in contractual continued service who has not received a performance evaluation.
2. Grouping 2 shall consist of each teacher with a Needs Improvement or Unsatisfactory performance evaluation rating on either of the teacher's last two performance evaluation ratings.
3. Grouping 3 shall consist of each teacher with a performance evaluation rating of at least Proficient on both of the teacher's last two performance evaluation ratings if two ratings are available, or on the teacher's last performance evaluation rating if only one rating is available, unless the teacher qualifies for placement into grouping 4.
4. Grouping 4 shall consist of each teacher whose last two performance evaluation ratings are Excellent and each teacher with two Excellent performance evaluation ratings out of the teacher's last three performance evaluation ratings with a third rating of Proficient.

Dismissals Within Groupings

E. Among teachers qualified to hold a position, teachers must be dismissed in the order of their groupings, with all teachers in Grouping 1 dismissed prior to any teachers in Grouping 2, followed by all teachers in Grouping 2 dismissed prior to any teachers in Grouping 3, followed by all teachers in Grouping 3 dismissed prior to any teachers in Grouping 4.

Within Grouping 1, the sequence of dismissal is at the discretion of the Board.

Within Grouping 2, the sequence of dismissal must be based upon average performance evaluation ratings, with the teacher or teachers with the lowest average performance evaluation rating dismissed first. A teacher's average performance evaluation rating must be calculated using the average of the teacher's last 2 performance evaluation ratings, if 2 ratings are available, or the teacher's last performance evaluation rating, if only one rating is available, using the following numerical values: 4 for Excellent, 3 for Proficient, 2 for Needs Improvement and 1 for Unsatisfactory.

As between or among teachers in Grouping 2 with the same average performance evaluation rating, as well as within each of Groupings 3 and 4, the teacher or teachers with the shorter length of continuing service as listed in order of employment on the District's seniority list must be dismissed first. This seniority list will be as most recently approved by the Board of Education.

Other Provisions

F. Under no circumstances will evaluations from outside the District be considered in the procedures or groupings above.

G. Teachers shall not be forced to teach outside the limits of their professional qualifications.

ARTICLE IX
ASSIGNMENTS, VACANCIES, AND TRANSFERS

A. Teachers shall be required to teach in any part of the District or in any department or grade level for which they are qualified.

Teachers shall perform all duties that are considered characteristic to the position that they hold and shall be subject to assignment to the various miscellaneous duties necessary to maintain proper order and safety about the building and grounds during the teaching day.

B. An employee shall be given written notice of his/her assignment for the forthcoming year no later than the last day of the current school term. In the event changes in the employee's assignments are proposed, the employee affected shall be informed in person and also in writing before the end of the school term. If an emergency results in an assignment change after the last day of the current school term, the Association and the employee shall be notified immediately. The employee affected by a change after the end of the previous school term shall be compensated \$250 in additional salary for the extra time in preparing his/her classroom.

When it is necessary to involuntarily transfer or reassign an employee, the Board shall first consider volunteers, although the Board reserves the right to involuntarily transfer an employee when it is necessary to do so, subject to the provisions above.

Procedures for Filling Teaching Vacancies

C. A vacancy occurs whenever a newly created bargaining unit or administrative position exists and must be filled. A vacancy occurs when a current teacher is reassigned, resigns, or otherwise leaves the District and the employee is to be replaced.

D. Whenever a vacancy occurs during the regular school year, the Superintendent or designee shall e-mail the formal vacancy notice of the position to all district staff.

E. Whenever a vacancy occurs during the summer months when the regular school year is not in session, the following procedures shall be followed:

1. Prior to leaving for the summer, employees with a specific interest in possible vacancies shall notify the Superintendent in writing identifying the vacancies in which they may be interested. The Superintendent or designee shall e-mail the formal vacancy notice of the position to all district staff.

2. When a vacancy occurs, employees who have expressed an interest in said position(s) shall be notified of the vacancy by the Superintendent.

3. Employees so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position within five (5) days of receiving such notice. The Superintendent may also consider applicants who respond to the e-mail message.

F. In filling such vacancies, the Board agrees to grant all interested district employees an interview and give due weight to the educational background, personal qualifications, and professional attainments of all applicants. Except in cases of emergency, no vacancy shall be filled until it has been posted for at least five (5) business days.

G. By March 1st of each year, employees may request transfers in assignment for the following school year. All requests for transfers must be in writing and must be submitted to

the Superintendent no later than March 1st. The final decision for assignment of staff shall lie with the Superintendent.

Procedures for Filling Extracurricular Vacancies

H. Teachers may resign extra-curricular assignments not itemized in Section I for the coming school year provided they notify the Superintendent in writing no later than March 1st, volleyball, track, and scholastic bowl April 15th, of the previous school year and provided further that the District is able to employ a suitable replacement. The employer shall make a reasonable effort to fill vacancies by first posting available positions and failing to fill such positions from within the faculty or staff by publishing such openings as appropriate. Except in situations in which the resigning employee is the sole qualified employee, no employee shall be assigned to more than one additional year of extra-curricular assignment. Teachers wishing to change their extra-curricular assignments for the coming school year shall submit such requests by April 15th of the previous year. If the Board decides to change any extra-curricular assignment from one employee to another, it shall notify the employee who currently holds the position by April 15th of the previous year.

Teachers in the District shall by April 15th notify the appropriate administrator in writing if they desire any extracurricular position(s) for the next school year. They are to state the position(s) they desire and their qualifications. In the event the position becomes vacant, the teacher will be considered for the position based upon qualifications including training, competence and experience. Each year, the Board will review the number of extracurricular positions held by individuals, and also consider any overlap in extracurricular assignments.

I. Supervisors, timers and scorekeepers will be scheduled using the following procedures:

1. No later than the end of the first full week of the school year, the Athletic Director will distribute via e-mail a request for interested certified personnel to submit a schedule of dates and times that they would be available to work and specific jobs they would like to perform, with a deadline of submission by the end of the second full week of school. The Athletic Director will then schedule supervisors, timers, and scorekeepers for the necessary games. Certified personnel who sign up for game related positions will then be notified via e-mail of the dates and times of their individual work schedule as soon as reasonably possible. If positions for specific games are unfilled by certified personnel, the Athletic Director may fill those positions with other interested personnel. If a substitute is needed for a filled position, the person needing the substitute is expected to find a replacement and immediately inform the Athletic Director of who the substitute will be for the specific date and event.

2. No later than the end of the first full week of the school year, a written memo or an e-mail will be distributed by each Principal to allow certified personnel to sign up for detention and Project Success supervision within that building.

J. Positions in the summer program shall, to the extent feasible, be filled by regularly employed personnel in District 124. In filling such positions, consideration shall be given to a candidate's qualifications, including training, competence, present teaching assignment, grade level and subject area. These positions will be posted by April 15th and teachers must apply in writing by the designated deadline in the posting to the summer school administrator.

K. Teachers who fill assignments for lunchroom duty shall be paid for days worked in accordance with the Extra Duty Compensation Schedule. All positions will be filled with

volunteers first. Teachers who are involuntarily assigned to lunchroom duty shall be assigned on a rotational basis, with turns not to exceed one (1) year.

L. Any teacher assigned to detention or Project Success shall be compensated in accordance with the Extra Duty Compensation Schedule for hours outside of the regular work day.

M. No teacher in his/her first year in the profession will be assigned to more than one committee outside of committees that are directly related to his/her teaching assignment.

ARTICLE X **TEACHER EVALUATION**

A. Language specific to the teacher evaluation process is found in the Peru Elementary School District 124 Teacher Evaluation Plan, which is incorporated into this Agreement by reference. Finalization of the teacher evaluation plan is subject to bargaining as required by law. The evaluation plan shall be in accord with the requirements of Article 24A of the *Illinois School Code*.

ARTICLE XI **LEAVES OF ABSENCE**

Sick Leave

A. Each full-time teacher shall be credited with a sick leave reserve of 13 days of full pay for each year, 18 days per 11 to 20 years of eligible service to the district, and 24 days per 21 plus years of eligible service to the district. Sick leave may accumulate to an unlimited number of days.

Employee Sick Leave Bank

B. When any employee of the District is unable to work due to a personal catastrophic illness or injury and has exhausted all available paid leave to which he/she is entitled, that employee may apply for additional paid sick leave days from the sick leave bank. The employee may receive additional leave from the bank up to the number of work days remaining in the school term during which his/her available paid leave is exhausted, assuming those days are available in the bank. Employees are allowed to draw from the bank only for one continuous personal illness or injury and only after they have exhausted all other available paid leave.

The sick leave bank from which days may be withdrawn shall be created by the District's recognized bargaining units and employee groups in consultation with the Superintendent. Employees may voluntarily contribute up to three (3) of their unused accumulated sick leave days to the bank by written authorization to the Superintendent for each instance, and no employee will be obligated to contribute. The Superintendent shall be responsible for obtaining as needed such written authorizations signed by the contributing employees. Any day contributed to the bank by an employee shall be removed from the contributing employee's accumulated leave and maintained in the bank.

Bereavement Leave

C. Three days of bereavement leave shall be granted for each case where death has occurred in the "immediate family". The immediate family for purposes of this section shall include: parents, spouses, domestic partners, brothers, sisters, children, grandparents, great-grandparents, grandchildren, great-grandchildren, legal guardian, immediate in-laws, step-family, and those similarly related. This leave may be combined with five (5) days available sick

leave for a total of eight (8) days of leave per death. One day of bereavement leave shall be granted where death has occurred in the "household". The household for purposes of this section shall include: aunts, uncles, nieces, or nephews. This leave will not accumulate nor will it affect sick leave benefits. Absence for attending a funeral other than for the immediate family or household listed above shall result in the loss of a sick leave day.

Personal Leave

D. The Board shall grant three (3) days of personal leave without loss of pay. No reason for such leave need be given. Personal leave shall not be granted during the first five (5) teacher employment days of the year, the last five (5) employment days of the year, or on any School Improvement or Teacher Institute days unless the Superintendent gives his or her prior approval, provided this restriction shall not apply to recognized religious holidays. Requests for personal leave are to be submitted to the Principal with at least five (5) days notice or as much advance notice as is reasonably possible under the circumstances. Final approval of the request for personal leave will be with the Superintendent.

Unused personal leave shall be cumulative to six (6) days. Unused accumulated personal leave days beyond six will be converted to sick leave days effective at the end of each school term. Teachers are strongly encouraged to save personal leave days to avoid the need for unpaid leave requests. At the Superintendent's discretion, unpaid leave may be granted for unusual situations that may arise. Each situation will be considered on a case by case basis, and the allowance of unpaid leave will not be considered a precedent for future requests.

Association Leave

E. In the event that the Association desires to send representatives not to exceed two at any one time, to local, state, or national conferences or business meetings, representatives shall be excused without loss of salary providing the Association reimburses the District for the cost of the substitute(s) for any aggregate number of days not exceeding (4) in any school term used for such purposes and, further providing, the frequency of excused leaves does not impair the quality of classroom instruction and that a written request for leave has been submitted to the Superintendent.

Professional Business Leave

F. This is granted at full salary for reasons deemed beneficial to the District, including to: (1) attend conferences, (2) engage in workshops, (3) participate in educational activities, or (4) visit other schools. Granting of this leave affects no other leave. All requests for professional leave will be submitted to the Principal, and the Principal will then submit the request to the Superintendent for final approval. This leave shall be subject to approval by the Superintendent. Approval or denial will be returned in writing within ten (10) workdays. Should the request be denied, reasoning shall be provided. Mileage will be reimbursed at the current IRS rate. The limit for meal reimbursement shall be a maximum of \$11.00 for breakfast, \$16.00 for lunch, and \$27.00 for dinner. Itemized receipts are required and reimbursement for alcoholic beverages will not be allowed.

Sabbatical Leave

G. The Board may approve a sabbatical leave for professional advancement or education travel. Provisions for sabbatical leave shall be in accordance with present or with future provisions of the *Illinois School Code* (24-6.1).

Family Medical Leave

H. Under the Family and Medical Leave Act (FMLA), an employee is entitled to elect to take up to 12 work weeks of leave due to medical issues, family illness (defined as spouse, parents, children, step children and domestic partners), or the birth or adoption of a child. An

employee shall request the use of FMLA leave in writing to the Superintendent in accordance with District policy and current law.

An employee shall not lose any benefits accrued prior to the date on which the leave began and during the period of this leave. The District shall maintain the employee's coverage under any applicable group health insurance plan for the duration of the leave at the level and under the conditions of coverage that would have been provided if the employee had continued to work during the period of leave. Pursuant to the provisions of FMLA, the District reserves the right to recover any insurance premiums paid for maintaining health coverage during the leave period should the employee fail to return to work at the expiration of the leave period, except if the failure to return to work is because of the continuation, recurrence or onset of a serious health condition or for other conditions beyond the control of the employee.

With the understanding and conditions contained herein, an employee may request and the Board shall grant for full-time, tenured teachers a long-term parental leave of absence beyond FMLA leave after the birth or adoption of a child for a period of time not to exceed twelve (12) consecutive calendar months. This is provided with the understanding that compensation and paid insurance benefits will cease during the approved leave of absence after the conclusion of FMLA leave, and that the employee must return in conjunction with the start of the next ensuing school term. The employee may remain on the district's insurance plan as provided under the law, provided he/she pays the expense. The employee on long-term parental leave must give the Superintendent written verification of his/her intent to return to work for the next ensuing school term no later than May 1st of the previous school term. The employee will maintain tenure and seniority during the long-term parental leave of absence.

Military Leave

I. Any full-time employee of the District who is drafted into the armed forces of the United States will be granted a leave of absence without pay and will be guaranteed a position at the salary which he was receiving when he entered the service, plus increments to which he would have been entitled had he not entered the service.

Legal Leave

J. A leave of absence shall be granted to any District teacher that has been summoned for jury duty, or subpoenaed to appear before legal review panels as witnesses. There shall be no loss in salary because of jury duty or court appearance except that the Board may make a deduction equal to the amount received for jury duty or court appearance. No teacher shall receive legal leave if he/she is requesting leave where he/she is a plaintiff.

Misuse of Leave

K. Misuse of leave shall result in docking of pay on a pro-rated basis and may result in disciplinary action.

School Functions

L. Teachers on any leave shall not be required to attend any school functions during the time of the leave. Teachers on sick leave, medical leave or leave under the Family and Medical Leave Act, will not be allowed to attend any school functions as an employee of the District during the time of leave.

ARTICLE XII **COMMITTEES**

A. The Board shall, when it deems necessary, establish such committees as required to study and make recommendation on areas of educational concern to the District. Any committee meetings beyond an aggregate total of five (5) hours held throughout the school

year outside of the normal work day shall be compensated pursuant to the Extra Duty Compensation Schedule. Committees include the following: assessment, curriculum, curriculum mapping, discipline/policy, student handbook, Rtl, school improvement, teacher evaluation, textbook selection, technology, RIF, PBIS and special education meetings called by District or LEASE staff. This list may be expanded during the life of the contract by mutual agreement of the Board and the Association. Committee meetings will generally be limited to one (1) hour and will not exceed 90 minutes beyond the teacher work day. PBIS internal coaches shall be paid pursuant to the Extra Duty Compensation Schedule.

B. Committee vacancies will first be filled on a volunteer basis, and teachers are strongly encouraged to serve on at least one committee. If volunteers fill the needs of a committee, then teachers will not be assigned. If an inadequate number of teachers volunteer to serve on a committee, the principal may appoint teachers to fill the committee. In the event this is necessary, the principal will consider the number of committees on which teachers currently serve as well as the amount of work involved in each committee.

C. Labor Management Committee: A labor management committee consisting of Association representatives and the Superintendent and his/her designees shall meet once a quarter at the call of either party.

ARTICLE XIII **GRIEVANCE PROCEDURE**

A. A grievance shall mean a complaint that there has been an alleged violation of the expressed terms and provisions of this Agreement which may hereinafter occur.

All time limits consist of teacher workdays, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays in order that the matters may be resolved before the close of the school term or as soon as possible thereafter.

B. The parties hereto acknowledge that it is usually most desirable for a teacher and his immediately involved supervisor to resolve problems through free and informal communications. When requested by the teacher, the building representative may accompany the teacher to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the teacher or the Association, a grievance may be processed as follows:

1. First step: The Association shall present the grievance in writing to the building principal involved within thirty (30) days from the occurrence of the event giving rise to the grievance or within thirty (30) days of the date upon which the teacher becomes aware of the occurrence of the event giving rise to the grievance, but in no case may a grievance be filed more than one year from the date of the occurrence of the event giving rise to the grievance. The building principal will arrange a meeting to take place within five (5) days after receipt of the grievance. The Association, the aggrieved teacher if he/she chooses to attend, and the immediately involved building principal shall be present for the meeting. The building principal shall provide a written answer of the grievance to the Association within five (5) days after the meeting. This answer shall include the reasons for the decision.

2. Second Step: If the grievance is not resolved at step 1, then the Association shall refer the grievance to the Superintendent or his/her official designee within six (6) days after receipt of the step 1 answer or within (12) days after the step 1 meeting, whichever is the later. The Superintendent shall arrange for a meeting with the teacher with a

grievance if he/she chooses to attend, IEA and or, Association President and the Principal to take place within ten (10) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have ten (10) days in which to provide this written decision with the reasons to the Association.

3. Third Step: If the grievance is not resolved at step 2 within the time limits provided, the grievance shall be heard by the Board, provided the Association refers the grievance to the Board within 30 days of the receipt of the step 2 decision. The President of the Board shall arrange for a meeting to take place with the teacher with a grievance if he/she chooses to attend, IEA and/or Association President, and the Principal within ten (10) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop pertinent facts to the grievance. Upon conclusion of the hearing, the President of the Board shall have ten (10) days in which to provide a written decision with reason to the Association.

4. Fourth Step: If the grievance is not resolved at step 3 within the time limits provided, the grievance shall proceed to a fourth step of impartial, binding arbitration. The Association shall have (30) days to submit, in writing, a request to enter into such arbitration or the grievance shall be deemed withdrawn.

Expenses for the Arbitrator's services shall be born equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and bearing the cost of any transcripts they request.

The Arbitrator, in his/her decision, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School Board and the Association and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

- C. All grievances shall be written and shall:
1. Be signed by the Association.
 2. Be specific.
 3. Contain a synopsis of the facts, giving rise to the alleged violation.
 4. Cite the article, section, and page number of the Contract of the alleged violation.
 5. Contain the date of the alleged violation.
 6. Specify the relief requested.
 7. Be filed separately so that all documents dealing with the proceedings are not a part of the personnel file.
 8. A grievance may be withdrawn at any level.

D. If the grievance is not filed substantially in accordance with the specified requirements, the Board reserves the right to reject the grievance. Such rejection shall not extend the time limitations hereinafter set forth.

ARTICLE XIV
PROFESSIONAL COMPENSATION AND RELATED PROVISIONS

Salary Schedule

A. The salary schedule allows for a horizontal movement in blocks of eight (8) credit hours for a Bachelor's Degree until the final Bachelor's Degree lane which is 12 hours and blocks of nine (9) credit hours for a Master's Degree. Having reached the final step in a particular lane, teachers will continue to receive that salary until such time as their position improves through horizontal movement.

Tuition Reimbursement

B. Teachers shall be allowed tuition reimbursement of 50 percent of the tuition cost up to a maximum of \$225 reimbursement per credit hour for pre-approved graduate level courses taken from an accredited institution for professional advancement in the field of education. Before receiving tuition reimbursement, a teacher must provide proof of acceptance into a recognized advanced degree or second Masters program in the field of education, or the courses must be part of the teacher's approved plan for certification renewal, or any courses that may be required for professional development due to unsatisfactory evaluation ratings or any courses otherwise approved in advance by the Superintendent.

A maximum of forty (40) graduate hours beyond the Bachelors and thirty six (36) graduate hours beyond the Masters shall be allowed each teacher for reimbursement over the course of the teacher's employment in the district. For tuition and fee reimbursement and salary schedule credit, all courses must be pre-approved in writing by the Superintendent or designee. To receive credit on the salary schedule, the teacher must report via official transcripts hours earned by September 1st each year.

TRS Payments

C. The salary schedules for the 2016-17, 2017-18, 2018-19 and 2019-20 contract years are set forth in Appendix A of this Agreement. Teachers shall be paid in 26 payments, except in certain years when 27 payments will occur. The Board shall pick up and pay to the Illinois Teacher's Retirement System (TRS) up to the current 9.4 percent employee contribution. Should either the required employee or employer TRS contribution be increased, the Board and Association agree to open this specific section of this Agreement to bargaining. The Board's payment of the TRS as provided above shall be in addition to the salary amounts shown on the salary schedules.

Teachers who resign or are dismissed from employment effective at the end of the school term and who successfully complete the full term of their employment will have the option of receiving all remaining earned salary through one of two methods: (1) over the remainder of the original contract year, typically through the first pay period in August, or (2) all at one time at the next pay date after the conclusion of the last paid day of work Remaining pay will default to the first method unless a request for payment by the second method is received in the District office no later than May 15th.

Life Insurance

D. The Board agrees to cover each teacher on contractual service with Term Life Insurance in the amount of \$50,000.

Health/Dental/Vision Insurance

E. Employees who are regularly scheduled to work 30 or more hours for each regular work week and are otherwise eligible under the provisions of the District's plans as selected by the Board, may elect to participate in the District's group insurance program. The

Board will contribute 95 percent for single coverage, 85 percent for single plus child coverage, 70 percent for single plus spouse coverage and 50 percent for family coverage for health, dental and vision insurance for the duration of this agreement. Employees who are covered under another eligible plan will not be eligible for the District's insurance program.

Employees who elect no health insurance benefits will receive \$1,500 per contract year in lieu of health insurance benefits from the Board, provided they show proof of health insurance from another source as required by the Affordable Health Care Act. The \$1,500 buyout will be paid in June toward the conclusion of the insurance year. If one or more teachers elect this option, then, to the extent that TRS requires those teachers not electing the option to pay TRS contributions on \$1,500, the Board will pay on behalf of those teachers to TRS the required contribution.

The Board agrees to offer employees a choice in the health insurance program that includes either a Health Reimbursement Arrangement (HRA) plan or a high-deductible Health Savings Account (HSA) plan). Employees will choose their plan at the time of the annual insurance election period.

Full-time employees who initially elect the single Health Savings Account (HSA) option shall receive a \$1,000 HSA contribution for the 2016-2017 school year or the first year of election, and a \$500 contribution each additional year of participation in the HSA. Full-time employees who initially elect one of the family HSA options shall receive a \$2,000 HSA contribution for the 2016-2017 school year or the first year of election and a \$1,000 contribution each additional year of participation in the HSA. Employees may only receive the initial "double contribution" of either \$1,000 for single or \$2,000 for family one time. The HSA contributions will be paid in September toward the beginning of the insurance year.

Insurance Premium Cap Increase

F. In the event the monthly premiums increase no more than 5 percent at the annual renewal date, the premium shall be shared according to the same percentages above and the Board agrees to leave the health insurance plan and benefits unchanged for that year. Adding or removing employees to or from the plan, or an increase or decrease in participation in the plan among existing employees, will not be calculated in the cost increase from the previous year.

In the event the insurance premium increases more than 5 percent from the previous plan year, it is agreed that plan benefits and/or coverage shall be modified so that the premium increase for the renewal year does not exceed 5 percent over the previous year. The Board will consider the recommendations of the Insurance Committee when determining the cost savings required to not exceed 5 percent over the previous year.

Insurance Committee

G. An insurance committee consisting of three representatives designated by the Association, up to three representatives designated by the Board, as well as other employee group representatives will meet as needed to review all pertinent matters related to the health insurance plan, including the need to modify the plan to maintain costs under a five (5) percent increase. The committee shall make such recommendations to the Board as it finds appropriate.

Insurance Election

H. Prior to August 1st of each year, the teacher must elect either single or dependent coverage or no coverage. No change will be made during the year unless there is a family death, divorce or legal separation, birth of a child, or a change in job status in the immediate family that makes a change necessary. Teachers electing to change coverage during the year

must pay the additional premium rate. The Board agrees that it will not change the current hospitalization insurance plan without prior consultation with the Association.

Other Insurance Provisions

I. Teachers who resign or are dismissed from employment effective at the end of the school term and who successfully complete the full term of their employment will receive health, dental, vision and life insurance coverage through August 31st of that year. The teacher may continue health insurance coverage at his/her own expense beyond that point for a period not to exceed ninety (90) days or such longer period as required by law.

Insurance Provisions for Employees Leaving the District

J. Teachers who resign or are dismissed from employment effective at the end of the school term and who successfully complete the full term of their employment will receive health, dental, vision and life insurance coverage through August 31st of that year. The teacher may continue health insurance coverage at his/her own expense beyond that point for a period not to exceed ninety (90) days or such longer period as required by law.

Teachers retiring before their 65th birthday with at least 10 years of service in the District shall have the option of being included in the District's group health, dental and vision plan for single coverage at their expense. This option cannot extend past their 65th birthday and shall be subject to approval of the insurance company, provided, however, that retiring teachers shall have such other rights to continue participation as provided by law.

Retirement

K. A teacher with at least 15 years of full time service to the District who is eligible to receive a Teachers' Retirement System annuity and who does not utilize the TRS Early Retirement Option (ERO) may, during the life of this agreement, elect to retire at the end of either the 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 or 2022-23 school term and receive from the Board an additional salary increase for his/her last one or two or three school terms of employment. To be eligible for this salary increase, the teacher must submit to the Superintendent an irrevocable written letter of retirement by March 1st of the year prior to the final year before retirement for a one year notice, or by March 1st of the year two years prior to the final year before retirement for a two year notice or by March 1st of the year three years prior to the final year before retirement for a three year notice. This letter must include a statement that the teacher will not elect the TRS ERO option.

The salary increases shall be in an amount such that the teacher's "TRS creditable earnings" are increased by six (6) percent over the Teacher's prior year's TRS creditable earnings for the actual teaching salary, provided that the increase to the Teacher's TRS creditable earnings for each of the Teacher's last three school terms of employment does not exceed a six (6) percent increase over the teacher's prior years' TRS creditable earnings. This limit includes the Teacher's regular teaching salary, as well as any compensation for extracurricular or other extra duties. It is understood that any compensation for extracurricular or other extra duties will be earned pursuant to the Extra Duty Compensation Schedule (Appendix B).

In the event that a teacher has submitted his/her irrevocable letter of retirement, the teacher may withdraw the request within 90 days or in extenuating circumstances at Board discretion without setting precedent. If the withdrawal is granted by the Board, the teacher will be required to reimburse the District all amounts received under this section G in excess of what the teacher would have otherwise have received in salary increase(s).

Teachers retiring under TRS shall receive \$25.00 per day for unused accumulated sick leave that is not used for TRS creditable service to a maximum of \$2,500. This payment shall be made in a lump sum as severance, payable after retirement and within 60 days after the teacher has received his/her final paycheck.

Other Salary Provisions

L. National Board Certification Incentive: The Board will reimburse each teacher up to \$1,000 or 50 percent of the total tuition cost, whichever is less, upon successful completion of the National Board for Professional Teaching Standards (NBPTS) program and attainment of the master teacher certificate. Any teacher who holds a master teaching certificate as a result of completing the NBPTS process shall receive an additional annual payment of \$750 so long as the master teaching certificate is maintained.

M. In the event a teacher is docked or must reimburse the District for a day's work, the divisor shall be 180.

Pay for Extracurricular Activities

N. With the exception of event supervisors, intramural supervisors, scorekeepers and timers which will be paid at the end of the season, any teacher assigned to coach, direct, or advise an extracurricular activity may choose no later than June 1st of the previous year to be paid for that extracurricular duty in any one of the following ways:

1. Proportionately per 26 (or 27) paychecks.
2. In three lump sums, one paid through the month of November to be paid in the month of December, one paid through the month of February to be paid in the month of March, and one paid at the end of the school term.
3. In one lump sum in the first pay in June.

Noon supervision, detention supervision and Project Success, as well as those who do not designate a choice by the June 1st deadline, will be paid in accordance with 2 above. It is further agreed that the failure of any teacher to fulfill his/her contract obligation will necessitate subtracting contractual amount not earned from accrued salary.

Any request for supplemental pay shall be directed to the appropriate administrator before such requests are forwarded to the Superintendent for final approval.

ARTICLE XV **TEACHERS' PROFESSIONAL RESPONSIBILITIES**

A. It shall be the responsibility of every teacher to continue professional improvement, to keep abreast of new developments and trends in his/her teaching field.

B. All teachers and administrators will consistently follow procedures and guidelines according to the current district behavior program, Board policy and current state and federal statute.

Head Teachers

C. When an administrator is out of his/her building during the student attendance day, an administrative designee or one teacher shall be appointed and identified to assume the responsibilities of Head Teacher. If an administrator will be out of the district for longer than 3 hours during the normal teacher work day, a substitute will be hired for a teacher who serves as

Head Teacher. The Head Teacher shall be compensated at the substitute teacher pay rate for either a half or whole day depending on the length of time. If an administrator will be out of the building for less than 3 hours, or out of the building but within the district during the student attendance day, a substitute will not be hired and the Head Teacher will be compensated at a minimum at the substitute teacher pay rate for a half day only in the event his/her services are required.

Mentor Teachers

D. An administrator may appoint a tenured, certified teacher to assist and mentor a newly hired teacher during the first year of employment. If no tenured teacher is available, a non-tenured certified teacher with experience may be appointed.

1. The mentoring teacher may mentor only one newly hired teacher per school year.

2. The mentoring teacher will meet with administration after each evaluation of a newly hired teacher to discuss problems, concerns, and consult on academic performance.

3. If deemed necessary, the administrator, mentor, and/or newly hired teacher may request additional meetings to discuss evaluation concerns at any time during the school year.

Other Teacher Responsibilities

E. Teachers shall be responsible for the supervision of school property and for the supervision of students wherever they may be, at whatever time under school-related circumstances.

F. Teachers shall be available at reasonable times for parent conferences and student help. Teachers shall arrange for conferences with parents when it appears that better understanding or more cooperative support from the home is required for the student's success in the program.

G. Each teacher shall prepare adequate daily lesson plans. The lesson plans shall be available at all times to the administration and shall be subject to review and evaluation. In addition, teachers shall provide evidence of some long range planning. Tenured teachers will not be required to submit their lesson plans more than once a month, with the exception of a 4 to 6 week window during the evaluation process in which they may be submitted weekly as requested by the appropriate administrator. Non-tenured teachers will be required to submit lesson plans on a weekly basis unless otherwise directed by the appropriate administrator.

H. It shall be the responsibility of teachers to interpret the program of the schools to the community in ways which will improve the public's understanding of purposes and procedures and encourage its involvement and support.

I. Teachers recognize that their primary job is teaching and if any outside employment is deemed to interfere or does interfere with performance of their primary job, they will not accept, nor continue such employment during the school year. Teachers shall not accept nor continue in any employment deemed to present a conflict of interest with their primary job.

J. Teachers shall assume the responsibility for adequate growth of the pupils they are assigned to teach. Teachers shall utilize the results of tests and other evaluation criteria and measures to improve the effectiveness of their instruction.

K. Teachers shall use the counseling and special services of the District to improve their instructional efforts.

ARTICLE XVI
EFFECT OF AGREEMENT

A. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, except by mutual consent.

B. The terms and conditions of this Agreement shall apply to all teachers as defined in Section B, Article I of this Agreement.

C. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law.

D. This Agreement and subsequent changes shall be incorporated into the Board policies of the District and shall be a part of the said policies during the duration of this Agreement.

ARTICLE XVII
DURATION AND ACCEPTANCE OF AGREEMENT

A. Duration: This Agreement shall be effective July 1, 2016, and shall continue in effect until June 30, 2020. This Agreement shall expire on the date indicated and shall not be extended orally.

B. Acceptance: Agreement is signed this 18th day of May, 2016.

In witness thereof:

For the Peru Educators' Association,
IEA-NEA/NEA

For the Board of Education,
Peru Elementary School District 124

Dana K. Dawson
President

James Renk
President

Appendix A
2016-17 Salary Schedule

	I	II	III	IV	V	VI	VII	VIII	IX
	BA	BA+8	BA+16	BA+24	BA+36/MA	MA+9	MA+18	MA+27	MA+36
A	34,700	35,690	36,680	37,670	38,920	40,020	41,120	42,220	43,420
B	35,540	36,535	37,540	38,535	39,815	40,925	42,030	43,130	44,330
C	36,380	37,380	38,400	39,400	40,710	41,830	42,940	44,040	45,240
D	37,220	38,225	39,260	40,265	41,605	42,735	43,850	44,950	46,150
E	38,060	39,070	40,120	41,130	42,500	43,640	44,760	45,860	47,060
F	38,900	39,915	40,980	41,995	43,395	44,545	45,670	46,770	47,970
G	39,740	40,760	41,840	42,860	44,290	45,450	46,580	47,680	48,880
H	40,580	41,605	42,700	43,725	45,185	46,355	47,490	48,590	49,790
I	41,420	42,450	43,560	44,590	46,080	47,260	48,400	49,500	50,700
J	42,260	43,295	44,420	45,455	46,975	48,165	49,310	50,410	51,610
K	43,105	44,145	45,280	46,320	47,870	49,070	50,220	51,320	52,520
L	43,950	44,995	46,140	47,185	48,765	49,975	51,130	52,230	53,430
M	44,795	45,845	47,005	48,055	49,660	50,880	52,040	53,140	54,340
N	45,640	46,695	47,870	48,925	50,555	51,785	52,950	54,050	55,250
O		47,545	48,735	49,795	51,450	52,690	53,860	54,960	56,160
P		48,395	49,600	50,665	52,345	53,595	54,770	55,870	57,070
Q		49,245	50,465	51,535	53,240	54,500	55,680	56,780	57,980
R			51,330	52,405	54,135	55,405	56,590	57,690	58,890
S			52,195	53,275	55,030	56,310	57,500	58,600	59,800
T			53,060	54,145	55,925	57,215	58,410	59,510	60,710
U			53,925	55,015	56,820	58,120	59,320	60,420	61,620
V			54,790	55,885	57,715	59,025	60,230	61,330	62,530
W			55,655	56,755	58,610	59,930	61,140	62,240	63,440
X				57,625	59,505	60,835	62,050	63,150	64,350
Y				58,495	60,400	61,740	62,960	64,060	65,260
Z				59,365	61,295	62,645	63,870	64,970	66,170
AA				60,235	62,190	63,550	64,780	65,880	67,080
BB				61,105	63,085	64,455	65,690	66,790	67,990

Appendix A
2017-18 Salary Schedule

	I	II	III	IV	V	VI	VII	VIII	IX
	BA	BA+8	BA+16	BA+24	BA+36/MA	MA+9	MA+18	MA+27	MA+36
A	34,700	35,700	36,700	37,700	39,050	40,200	41,350	42,500	43,750
B	35,540	36,545	37,560	38,570	39,955	41,115	42,270	43,420	44,675
C	36,380	37,390	38,420	39,440	40,860	42,030	43,190	44,340	45,600
D	37,220	38,235	39,280	40,310	41,765	42,945	44,110	45,260	46,525
E	38,060	39,080	40,140	41,180	42,670	43,860	45,030	46,180	47,450
F	38,900	39,925	41,000	42,050	43,575	44,775	45,950	47,100	48,375
G	39,740	40,770	41,860	42,920	44,480	45,690	46,870	48,020	49,300
H	40,580	41,615	42,720	43,790	45,385	46,605	47,790	48,940	50,225
I	41,420	42,460	43,580	44,660	46,290	47,520	48,710	49,860	51,150
J	42,260	43,305	44,440	45,530	47,195	48,435	49,630	50,780	52,075
K	43,110	44,160	45,300	46,400	48,100	49,350	50,550	51,700	53,000
L	43,960	45,015	46,160	47,270	49,005	50,265	51,470	52,620	53,925
M	44,810	45,870	47,030	48,145	49,920	51,185	52,390	53,545	54,850
N	45,660	46,725	47,900	49,020	50,835	52,105	53,310	54,470	55,775
O		47,580	48,770	49,895	51,750	53,025	54,230	55,395	56,700
P		48,435	49,640	50,770	52,665	53,945	55,150	56,320	57,625
Q		49,290	50,510	51,645	53,580	54,865	56,070	57,245	58,550
R			51,380	52,520	54,495	55,785	56,990	58,170	59,475
S			52,250	53,395	55,410	56,705	57,910	59,095	60,400
T			53,120	54,270	56,325	57,625	58,830	60,020	61,325
U			53,990	55,145	57,240	58,545	59,750	60,945	62,250
V			54,860	56,020	58,155	59,465	60,670	61,870	63,175
W			55,730	56,895	59,070	60,385	61,590	62,795	64,100
X				57,770	59,985	61,305	62,510	63,720	65,025
Y				58,645	60,900	62,225	63,430	64,645	65,950
Z				59,520	61,815	63,145	64,350	65,570	66,875
AA				60,395	62,730	64,065	65,270	66,495	67,800
BB				61,270	63,645	64,985	66,190	67,420	68,725

Appendix A
2018-19 Salary Schedule

	I	II	III	IV	V	VI	VII	VIII	IX
	BA	BA+8	BA+16	BA+24	BA+36/MA	MA+9	MA+18	MA+27	MA+36
A	34,700	35,700	36,700	37,700	39,125	40,325	41,525	42,725	44,050
B	35,545	36,550	37,565	38,580	40,045	41,255	42,460	43,660	44,995
C	36,390	37,400	38,430	39,460	40,965	42,185	43,395	44,595	45,940
D	37,235	38,250	39,295	40,340	41,885	43,115	44,330	45,530	46,885
E	38,080	39,100	40,160	41,220	42,805	44,045	45,265	46,465	47,830
F	38,925	39,950	41,025	42,100	43,725	44,975	46,200	47,400	48,775
G	39,770	40,800	41,890	42,980	44,645	45,905	47,135	48,335	49,720
H	40,615	41,650	42,755	43,860	45,565	46,835	48,070	49,270	50,665
I	41,460	42,500	43,620	44,740	46,485	47,765	49,005	50,205	51,610
J	42,305	43,350	44,485	45,620	47,405	48,695	49,940	51,140	52,555
K	43,160	44,210	45,350	46,500	48,325	49,625	50,875	52,075	53,500
L	44,015	45,070	46,215	47,380	49,245	50,555	51,810	53,010	54,445
M	44,870	45,930	47,090	48,265	50,175	51,490	52,745	53,955	55,390
N	45,725	46,790	47,965	49,150	51,105	52,425	53,680	54,900	56,335
O		47,650	48,840	50,035	52,035	53,360	54,615	55,845	57,280
P		48,510	49,715	50,920	52,965	54,295	55,550	56,790	58,225
Q		49,370	50,590	51,805	53,895	55,230	56,485	57,735	59,170
R			51,465	52,690	54,825	56,165	57,420	58,680	60,115
S			52,340	53,575	55,755	57,100	58,355	59,625	61,060
T			53,215	54,460	56,685	58,035	59,290	60,570	62,005
U			54,090	55,345	57,615	58,970	60,225	61,515	62,950
V			54,965	56,230	58,545	59,905	61,160	62,460	63,895
W			55,840	57,115	59,475	60,840	62,095	63,405	64,840
X				58,000	60,405	61,775	63,030	64,350	65,785
Y				58,885	61,335	62,710	63,965	65,295	66,730
Z				59,770	62,265	63,645	64,900	66,240	67,675
AA				60,655	63,195	64,580	65,835	67,185	68,620
BB				61,540	64,125	65,515	66,770	68,130	69,565

Appendix A
2019-20 Salary Schedule

	I	II	III	IV	V	VI	VII	VIII	IX
	BA	BA+8	BA+16	BA+24	BA+36/MA	MA+9	MA+18	MA+27	MA+36
A	34,700	35,700	36,700	37,700	39,200	40,425	41,650	42,875	44,375
B	35,545	36,565	37,575	38,585	40,140	41,375	42,610	43,835	45,355
C	36,390	37,430	38,450	39,470	41,080	42,325	43,570	44,795	46,335
D	37,235	38,295	39,325	40,355	42,020	43,275	44,530	45,755	47,315
E	38,080	39,160	40,200	41,240	42,960	44,225	45,490	46,715	48,295
F	38,925	40,025	41,075	42,125	43,900	45,175	46,450	47,675	49,275
G	39,770	40,890	41,950	43,010	44,840	46,125	47,410	48,635	50,255
H	40,615	41,755	42,825	43,895	45,780	47,075	48,370	49,595	51,235
I	41,460	42,620	43,700	44,780	46,720	48,025	49,330	50,555	52,215
J	42,305	43,485	44,575	45,665	47,660	48,975	50,290	51,515	53,195
K	43,170	44,360	45,450	46,550	48,600	49,925	51,250	52,475	54,175
L	44,035	45,235	46,325	47,435	49,540	50,875	52,210	53,435	55,155
M	44,900	46,110	47,210	48,330	50,490	51,835	53,170	54,415	56,135
N	45,765	46,985	48,095	49,225	51,440	52,795	54,130	55,395	57,115
O		47,860	48,980	50,120	52,390	53,755	55,090	56,375	58,095
P		48,735	49,865	51,015	53,340	54,715	56,050	57,355	59,075
Q		49,610	50,750	51,910	54,290	55,675	57,010	58,335	60,055
R			51,635	52,805	55,240	56,635	57,970	59,315	61,035
S			52,520	53,700	56,190	57,595	58,930	60,295	62,015
T			53,405	54,595	57,140	58,555	59,890	61,275	62,995
U			54,290	55,490	58,090	59,515	60,850	62,255	63,975
V			55,175	56,385	59,040	60,475	61,810	63,235	64,955
W			56,060	57,280	59,990	61,435	62,770	64,215	65,935
X				58,175	60,940	62,395	63,730	65,195	66,915
Y				59,070	61,890	63,355	64,690	66,175	67,895
Z				59,965	62,840	64,315	65,650	67,155	68,875
AA				60,860	63,790	65,275	66,610	68,135	69,855
BB				61,755	64,740	66,235	67,570	69,115	70,835

Appendix B
Extra Duty Compensation Schedule

Yearly Stipend Positions	2016-17	2017-18	2018-19	2019-20
Athletic Director	3,275	3,275	3,350	3,350
Band Director	2,600	2,600	2,650	2,650
Baseball, Head (1)	1,800	1,800	1,825	1,825
Baseball, Assistant (1)	1,350	1,350	1,375	1,375
Basketball Head 7-8 Coach (2)	3,200	3,200	3,250	3,250
Basketball Assistant 7-8 Coach (2)	2,800	2,800	2,850	2,850
Basketball 5-6 Coach (4)	2,100	2,100	2,150	2,150
Cheerleading Head Coach	1,800	1,800	1,825	1,825
Cheerleading Assistant Coach	1,350	1,350	1,375	1,375
Choral Director, Elementary	525	525	550	550
Choral Director, Middle School	2,100	2,100	2,150	2,150
Jazz Band	850	850	875	875
Mentor Teacher	1,075	1,075	1,100	1,100
Musical and Variety Show Director	2,600	2,600	2,650	2,650
Musical Choreographer	550	550	575	575
Musical Crew Manager	250	250	275	275
PBIS Internal Coach (6)	1,800	1,800	1,850	1,850
Ranger Club (2) *	475	475	500	500
Scholastic Bowl (2) *	1,175	1,175	1,200	1,200
Science Fair	900	900	950	950
Softball, Head (1)	1,800	1,800	1,825	1,825
Softball, Assistant (1)	1,350	1,350	1,375	1,375
Special Olympics	750	750	775	775
Student Council (2) *	1,750	1,750	1,775	1,775
Track, Head (1)	2,100	2,100	2,150	2,150
Track, Assistant (2-3)	1,850	1,850	1,900	1,900
Volleyball Head 7-8 Coach (1)	3,200	3,200	3,250	3,250
Volleyball Assistant 7-8 Coach (1)	2,800	2,800	2,850	2,850
Volleyball 5-6 Coach (2)	2,100	2,100	2,150	2,150
Webmaster (2)	1,250	1,250	1,275	1,275
Yearbook, Elementary	850	850	875	875
Yearbook, Middle School	2,450	2,450	2,500	2,500
Per Event Positions	2016-17	2017-18	2018-19	2019-20
Noon Supervision (Northview)	24	24	24	24
Noon Supervision (Parkside)	18	18	18	18
Event Supervision	27	27	27	27
Game Timer/Scorekeeper	27	27	27	27
Track Timers	55	55	55	55
Per Hour Positions				
Committee Meetings **	25	25	25	25
Detention/After School Supervision	30	30	30	30
Project Success/Academic Intervention	40	40	40	40
Internal Substitute	30	30	30	30
Intramurals	25	25	25	25

* If one person holds both positions, total pay is 1.5 of stipend salary.

** For approved committee meetings beyond five (5) hours per year.

Any person who has served five (5) consecutive years in any of the above assignments shall receive for any subsequent years of service thereafter an additional fifteen (15) percent in compensation for that activity.

This excludes any items paid on a per hour or per event basis, with the exception of five (5) consecutive years of permanent, full-time noon supervision.