

# **PROFESSIONAL AGREEMENT**

**2014-2015**

**BOARD OF EDUCATION  
NEOGA COMMUNITY UNIT SCHOOL  
DISTRICT #3**

**and**

**NEOGA TEACHERS ASSOCIATION  
IEA/NEA**

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## **ARTICLE I**

### **RECOGNITION**

1. 1 This Agreement is between the Board of Education of Neoga Community Unit School District #3, Counties of Coles, Cumberland and Shelby, Neoga, Illinois, hereinafter referred to as the "Board," and the Neoga Teachers Association-IEA/NEA, hereinafter referred to as the "Association." The Board recognizes the Association as the sole negotiating agent for all regularly employed certified teaching employees, hereinafter referred to as employees, except the following classifications: Superintendent, Assistant Superintendent, Principals, and Assistant Principals, and other administrative or supervisory personnel having the authority to hire, transfer, assign, promote, discharge or discipline other employees.

## ARTICLE II

### EMPLOYEE AND ASSOCIATION RIGHTS

2. 1 **Employee Discipline.** Employees shall be informed of rules and regulations governing employee conduct.
2. 2 **Right of Representation.** When an employee is required to appear before the Board concerning any matter which could adversely affect employment, position, or salary, the employee shall be entitled to have representation of his/her choice. Further, when said employee is required to appear before the Board, he/she shall be advised in writing of the reasons for the requirement. The employee may waive the right of the written request.
2. 3 **Personnel File.** Each employee shall have the right, upon request, to review the contents of his/her personnel file, excepting confidential materials such as letters of recommendation, and to place therein written reactions to any of its contents.
2. 4 **Right to Organize.** 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 reasons of his/her membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement.
2. 5 **Salary Deductions.**
  - a) **Association Dues.** The Board shall deduct from an employee's pay the dues of the Association, in nine (9) equal amounts commencing with the month of October and continuing through the month of June, providing, the Board receives no later than September 30 an employee-executed authorization stating the amount to be deducted. The form shall be furnished by the Association complying with the Board's guidelines. A continual authorization shall remain in effect unless the employee revokes said authorization between September 1 and September 15. No later than September 15 of each year, the Association shall provide a list of all current members and the amount of any authorized deduction for each member. All dues deducted by the Board shall be remitted to the Association in one (1) check no later than ten (10) days after such deductions are made. The Board shall not be responsible for collecting any unpaid dues of an employee if the employee leaves the employment of the Board prior to the end of the current school year, or if the employee does not receive a check in an amount sufficient to cover the deduction due in any month unless the employee provides the Board with an employee executed authorization to deduct remaining amount and providing there is sufficient amount in the last check to cover the total

unpaid dues. Any additions shall be properly certified and submitted to the Board no later than the 5th day of the month in which deductions are to begin.

- b) **Credit Union Deductions.** The Board shall deduct from an employee's pay, monies for a Credit Union, providing an employee-executed authorization is received by the Board no later than the 5th day of the month in which the change is to occur. The Board shall not be responsible for collecting any monies from an employee if the employee leaves the employment of the Board or does not receive a check in an amount sufficient to cover the deduction due in any month.
- c) **Insurance.** The Board shall deduct from any employee's pay, monies for insurance providing the employee completes and returns to the Board the forms furnished by the Board. It shall be the responsibility of each employee to submit to the Board completed forms furnished by the Board for each individual employee's insurance. Any additions or deletions of insurance coverage shall be the responsibility of the employee.
- d) **Annuities.** The Board shall deduct from an employee's pay, monies for annuities providing an employee-executed authorization is received by the Board no later than the 5th day of the month in which deductions are to begin, stating the amount of the deduction. The forms shall be furnished by the insurance company complying with the Board's guidelines. The deduction shall remain in effect until an employee executive authorization is presented to the Board stating a change in the amount of the deduction or that the deduction shall be deleted. The Board shall not be responsible for collection of any monies from an employee if the employee leaves the employment of the Board or does not receive a check sufficient to cover the deduction due in any month.

2.6 **Meetings, Notices and General Information.** The Association shall not be denied the following:

- a) The use of school buildings for meetings;
- b) The use of employee mail boxes, inter-school mail, and one (1) school bulletin board per school building for the purpose of internal communication;
- c) The use of school equipment, e.g. typewriters, computers, and duplicating machines, provided the district is reimbursed for expendable supplies.

The Association shall be permitted to meet after students have been dismissed providing prior approval has been obtained from the administration. A minimum of one (1) hour early dismissal shall be provided for Association-sponsored

educational programs and the Superintendent's executive report four (4) times a year.

- 2.7 a) **Staff Development.** Teachers are encouraged to keep knowledgeable of current trends and information in education by attending conferences, conventions, meetings and workshops. The Superintendent, to the extent that budgetary resources permit, shall establish procedures and guidelines to fulfill this objective. The Board will make every effort to make funds available each year for this purpose.
- b) **Tuition Reimbursement.** The Board shall reimburse a tenured teacher for not more than five (5) semester hours per school year (July 1- June 30) in the amount of One Hundred and 00/100 (\$100.00) per semester hour not to exceed the actual cost per semester hour of tuition, provided:
- 1) Written approval (obtained in advance of the teacher's enrollment in the course(s)) of the course work and institution where it is to be taken shall be obtained from the Superintendent and such approval or denial shall be at the sole discretion of the Superintendent.
  - 2) Such course work shall be taken at a fully accredited (as defined by the Superintendent) institution of higher education.
  - 3) The course shall be a component of an advanced degree program in which the teacher is enrolled.
  - 4) A transcript showing successful completion of course work with a grade of "B" or better and a tuition receipt must be received in the District office prior to reimbursement. Reimbursement shall be paid within thirty (30) working days of the transcript and tuition receipt.
  - 5) If available, tuition waivers must be utilized prior to reimbursement.
  - 6) No tuition will be reimbursed for courses taken during a leave of absence.
  - 7) If a teacher who has received reimbursement pursuant to this clause resigns or retires within two (2) years of receipt of such reimbursement, the teacher shall reimburse the employer in the amount of such reimbursement.

2.8 **Fair Share.**

- a) 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.

This fair share provision will not apply to those employees who, on June 7, 1993, were members of the bargaining unit but were not members of the Association, so long as they continue not to join the Association. Any bargaining unit member who was a member of the Association on June 7, 1993, and subsequently ceases to be a member, is not subject to this exclusion and may be assessed fair share fees.

- b) In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- c) Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- d) In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1) The employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and,
  - 2) The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- e) The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

- f) The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, 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 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.

- 2.9 **Semester Work Day/End of Year Institute Day.** The in-service day between semesters and the end of the school year institute day shall consist of meetings/activities planned by the administration and staff and approved by the regional superintendent of schools, which will be scheduled for no more hours than what is required by ISBE/ROE. After that period of time, teachers will be able to work on exams, grade papers, etc., in their assigned building until the end of the normal workday.
- 2.10 **Activity Van.** No Certified employee shall be required to drive the activity van. Certified employees driving the Indian van shall be compensated at Twenty-Five and 00/100 Dollars (\$25.00) per trip.
- 2.11 **Teacher Work Day.** The teacher work day and/or the student day shall not be extended without notifying the Association. The Association then has the right to request mid-term bargaining over the change in the work day and/or student day.



## ARTICLE III

### EMPLOYMENT CONDITIONS

- 3.1 **Notification of Assignments.** All Employees shall be given written notice of their specific grade level and/or subject assignment for the forthcoming year no later than seventy-five (75) days preceding the first day of the new school term. In the event changes in such assignments are proposed, the employee affected shall be notified promptly and consulted where reasonably possible. No changes shall be made later than sixty (60) days preceding the first day of the new school term, unless in the judgment of the administration an emergency situation arises, or in the event of unforeseen circumstances such as significant enrollment change or employee resignations. In such event, the employee shall be allowed to resign without fear of reprisal if such change is not acceptable to the employee. Changes in assignments shall not be subject to the grievance procedure.
- 3.2 **Teacher Transfers and Vacancies.** When a teacher vacancy become official, the Superintendent will post, within ten (10) school days, said vacancy in each school building. If a vacancy becomes available during the summer, but before August 1, teachers will be notified by letter in the mail. After August 1, the association president or designee will be notified of vacancies.
- 3.3 **Pupil Problems.** The parties agree that the employee has the primary responsibility for the maintenance of control and discipline in the classroom, and at school activities. We further agree that the administrators, as representatives of the Board, recognize their responsibility and will be supportive in the maintenance of control and discipline.
- 3.4 **Reduction in Force, Acquisition of Tenure.** The Board shall comply with 105 ILCS 5/24-11 and 5/24-12 with respect to reduction in force and the acquisition of tenure.

## ARTICLE IV

### EMPLOYEE EVALUATION

The framework of this article was bargained before PERA legislation (P.A. 96-861) was enacted. The parties intend that each provision contained herein be PERA compliant. To the extent anything in the district's evaluation plan conflicts with anything in this article, the evaluation plan shall control. To the extent anything in this article or the evaluation plan conflicts with PERA, PERA shall control.

4. 1 A procedure for evaluating and enhancing teaching performance of probationary and tenured teachers will be developed by the administration in consultation with certified teaching employees. Information obtained as a result of this procedure may serve as an aid in determining teacher reemployment.
4. 2 The principal, or other administrator in charge of teaching supervision, designated by the Superintendent, shall be responsible for the administration of the procedure for evaluating teaching performance.
4. 3 The designated administrator shall orient all teachers under his/her supervision to the evaluating procedures during the first two (2) weeks of employment, and advise the teachers as to who shall observe and evaluate their teacher performance. Teachers that are absent from the orientation meeting shall be responsible for obtaining the information.
4. 4 Each formal written evaluation of teaching performance shall be preceded by at least two (2) formal observations for probationary or non-tenured teachers. Each formal written evaluation for tenured teachers will be preceded by at least one (1) formal observation. Formal observation is defined as an observation of at least twenty (20) minutes in length. The initial observation for all regularly employed certified teachers is to be announced in advance.
4. 5 The teaching performance of probationary teachers shall be evaluated, in writing, at least twice during each probationary year. The final formal written evaluation of a probationary or non-tenured teacher by the evaluator will be placed in the employee's personnel file sixty (60) days before the end of the current school year.
4. 6 A copy of each formal written evaluation of teaching performance shall be given to the teacher and a scheduled conference shall be held between the teacher and evaluator no longer than ten (10) school days after the observation. If the teacher elects not to attend the scheduled conference, he/she waives any right to object to the evaluation.
4. 7 In the event the teacher feels the formal written evaluation was incomplete or inaccurate, he/she may put his/her objections in writing and have them attached

to the evaluation to be placed in his/her personnel file. Objections shall be submitted to the evaluator within five (5) days of the conference.

- 4. 8 Tenured teachers will be evaluated according to Illinois Board of Education mandate; however, tenured teachers will be evaluated at least once every two (2) years.
- 4. 9 It is desirable for the written evaluation to include suggestions for possible remediation as well as an explanation of critical comments.
- 4.10 All formal observation of a teacher shall be conducted openly and with full knowledge of the teacher.
- 4.11 This Article deals with but one (1) method of teacher evaluation, i.e. formal evaluation of teaching performance. Nothing in this Article is to be construed as precluding other methods of evaluation.

## ARTICLE V

### EMPLOYEE COMPENSATION AND FRINGE BENEFITS

#### 5.1 **Credit For Experience And Training.**

- a) Teachers entering the district for the 1999-2000 school year and thereafter shall be awarded full credit for teaching experience recognized by Teachers Retirement System.
- b) Salary is to be determined on the basis of training received prior to August 31 of the current year. A transcript of such credits must be filed with the Superintendent prior to the first pay date.
- c) Credit for undergraduate courses and non-credit courses may be approved by the Superintendent for credit toward advancement on the salary schedule, provided approval is secured prior to taking the course.
- d) Substitute teaching, in or outside the District, shall not be considered as experience on the schedule.
- e) Upon recommendation of the Superintendent and of any principal or supervisor involved, a teacher who has been employed for at least a full semester shall be awarded credit for a full year on the schedule. Less than one (1) semester shall not be counted.
- f) Each employee shall be awarded full credit for active duty served in the military providing said employee's teaching career was interrupted by same. This shall not be retroactive.

#### 5.2 **School Year -- Salary Schedule.** The salary schedules shall be as set forth in Article IX which is attached to and incorporated into this Agreement. The schedule shall be based on the officially adopted school calendar.

#### 5.3 **Longevity.** Teachers who received longevity pay prior to the effective date of this Agreement, to-wit: Beals, Cohorst, Davis and Fritcher, will continue to receive that benefit, but no other teachers will be eligible for longevity payments.

#### 5.4 **Pay Days -- School Not in Session.** If a regular pay date during the school term falls on a weekend, employees shall receive their checks on the last work day prior thereto. During the summer, checks shall be mailed so they will reach employees on the appropriate pay date.

#### 5.5 **Payroll Installments.** Each employee shall be paid through direct deposit on the basis of twenty-four (24) equal payments, and pay dates will be on the 10th and 25th of each month starting on September 10 of each school year.

Adjustments (i.e., extra duty pay and stipends, etc.) to payroll amounts will be made on the last pay date of each month.

5.6 **Extra Duty Jobs -- Added to Salary Schedule.**

- a) The supplemental pay schedule which applies to all staff members is listed in Appendix A and is incorporated into this Agreement. These job assignments may be made only with the consent of the employee; however, the supplemental job assignments for ticket sellers and fan bus chaperones shall be made on a rotating basis of all teachers covered by this Agreement if the number of volunteers is not adequate.

Extra duty jobs affecting individuals only, and/or which are funded by Federal monies, or which must meet Federal Title IX guidelines, are not a part of the contract but are listed in Appendix B for ready reference and convenience only. The Board retains the sole authority to assign teachers to these positions. The Board will attempt to give prior notification to teachers of such assignments. Employees will be released from extra duty assignments within two (2) years of submission of a letter of resignation by that employee. The stipends for these positions will be determined after consultation with the individuals involved, and upon request, with Association representatives.

- b) For teachers with an overload, compensation shall be 1/6 of the teacher's individual salary.

5.7 **Extra Duty Jobs -- Payroll Procedures.** Supplementary pay for contractual extra duty shall be added to the employee's salary and shall be paid in the paycheck each pay period.

5.8 **Health Insurance.**

- a) The Board shall provide a health insurance program to all employees. The Board shall pay an amount not to exceed Three Hundred Forty and 00/100 Dollars (\$340.00) per month of the cost of the individual coverage of the designated health insurance program for the 2014-2015 school year. This health insurance program shall be made available to retiring employees, at the employee's expense.
- b) The Board shall work with an insurance committee to review the current insurance program every two (2) years for the purpose of investigating the most optimal program available.

5.9 **Downstate Teachers' Retirement System.** From the established salary schedule, according to the authority granted by the Pension Reform Act of 1974, Section 414(h) (2) of the Internal Revenue Code, the Board of Education agrees to pay to the Teachers' Retirement System, on behalf of each teacher, the

teacher's employee required salary contribution as a deductive direct contribution at the rate then required by statute. The purpose of such Board payment shall be to shelter such payment from federal income tax. Also from the established salary schedule, the Board agrees to withhold and pay, on behalf of each teacher, the required employee teacher's salary contribution as the teacher's contribution to the Teacher Health Insurance Security Fund at the rate then required by statute. The purpose of such Board payment shall be to exclude such payment from federal income tax. Neither the Board nor the Association warrant the propriety of any particular tax or pension treatment of the said required TRS or THIS contribution. Should any of the above be declared improper by the Internal Revenue Service or by a court of competent jurisdiction, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

#### 5.10 **Retirement Incentive**

- a) If an employee gives the Board an irrevocable notice of retirement by February 1st four (4) years prior to the school year of retirement, the Board shall pay him/her a six percent (6%) retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining four (4) years of service.

If an employee gives the Board an irrevocable notice of retirement by February 1st three (3) years prior to the school year of retirement, the Board shall pay him/her a six percent (6%) retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining three (3) years of service.

If an employee gives the Board an irrevocable notice of retirement by February 1st two (2) years prior to the school year of retirement, the Board shall pay him/her a six percent (6%) retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining two (2) years of service.

If an employee gives the Board an irrevocable notice of retirement by February 1st one (1) year prior to the school year of retirement, the Board shall pay him/her a six percent (6%) retirement incentive, inclusive of all other increases in TRS creditable compensation, for his/her remaining year of service.

Once an employee submits an irrevocable notice of retirement by February 1st, that employee shall be removed from the salary schedule contained in Article IX of this Agreement. All calculations for increased TRS creditable earnings will be based on the TRS creditable earnings in the year prior to the submission of the irrevocable notice of retirement. Once the employee submits an irrevocable notice of retirement an employee's creditable earnings shall be increased by six percent (6%) of

the previous year, but in no case will the employee's TRS creditable earnings increase exceed six percent (6%) of the previous year.

If, after submitting an irrevocable notice of retirement by February 1st, the employee resigns from, or is dismissed from duties for which the employee was paid a stipend or additional compensation the previous year, the retirement incentive for that employee will be recalculated accordingly.

- b) To be eligible, an employee must submit an irrevocable notice of retirement by February 1st which must be accompanied by a Teachers' Retirement System (TRS) member requested "Personal Statement of Benefits" and a "Benefit Estimate" confirmation of total years of service.

An employee with ten (10) years of full-time service with Neoga C.U.S.D. No. 3 is considered to be eligible for the retirement incentive by meeting one of the following conditions at the time of retirement:

- 1) The employee is sixty (60) years of age and has ten (10) years of creditable TRS service.
  - 2) The employee is at least fifty-five (55) years of age and has thirty-five (35) years of creditable TRS service.
- c) If, during the term of this Agreement, any legislation and/or TRS rules/regulations are enacted or not reenacted and/or adopted or amended that result in a greater cost to the District than the costs generated by this Agreement, or that change the definition of what is subject to the 6% TRS cap, the parties agree that this Section shall be null and void and upon the demand of any party shall meet to bargain language to succeed this paragraph.

## ARTICLE VI

### LEAVES

#### 6. 1 **Sick Leave.**

- a) Each teacher shall be entitled to twelve (12) sick days per school term without loss of pay for TRS creditable years of 0-10, thirteen (13) days for years 11-20, fourteen (14) days for years 21-30 and fifteen (15) days for 31 or more years in the district. There shall be an unlimited accumulation of sick leave. Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family or household. For purposes of this Article, the immediate family shall include: spouse, children, parents, grandchildren, grandparents, parents-in-law, son-in-law, daughter-in-law, brothers, sisters, brothers-in-law, sisters-in-law, step-parents, and legal guardians.
- b) At the discretion of the Superintendent and his/her designee, teachers can be allowed to use sick days for funerals other than those listed in 6.1 a).
- c) Teachers who have used all their accumulated sick leave days have the right to make requests of the Board of Education to grant them more sick leave days in the event of a qualifying event.

#### 6. 2 **Personal Days.** Each teacher shall be granted two (2) days per year for any purpose. After the completion of four (4) years within the District, a teacher shall be granted one (1) additional personal day for a total of three (3) days each year. Unused personal days shall accumulate to four (4) days. Unused personal days beyond four (4) shall convert to sick leave at the end of the school year. The use of personal days shall be subject to the following provisions:

- a) Teachers must submit their request for approval or denial, in writing, to their immediate supervisor, at least two (2) days prior to the use of a personal day when possible.
- b) The use of personal days shall not be permitted on the day before or the day after holidays or vacation days or in conjunction with any holidays or vacation days, or on institute days, workshop days, or during the first two (2) weeks or last two (2) weeks of the school term.
- c) No more than two (2) teachers per building may be granted personal days on the same day.
- d) The Superintendent or his/her designee may waive the requirements in subsections (a), (b), or (c) of this Article if the Superintendent deems the request to be an emergency situation.



- e) A personal day request may be granted in one-half day or full day increments only.
- f) Unused personal days will accumulate as sick leave days, subject to the maximum accumulation of sick leave as set forth in Article 6.1 of this Agreement; however, at the written request of the teacher, unused personal days may be reimbursed at a rate of Forty-Five and 00/100 Dollars (\$45.00) per day in lieu of allowing unused personal days to accumulate as sick leave days. If reimbursement for unused personal days is requested, payment shall be made in the June pay check. All requests for reimbursement in lieu of accumulated sick leave must be received by the superintendent before the end of the school term.

6.3 **Leaves of Absence.** Leaves of absence may be granted without pay to tenured employees who have rendered satisfactory service to the district and who desire to return to employment in a similar capacity upon termination of said leave.

- a) Leave of absence without pay, not to exceed one (1) year, may be granted to tenured teachers according to the following conditions:
  - 1) Written requests for leaves of absence without pay should be made at least sixty (60) days before the leave is desired, subject to the approval by the Board.
  - 2) Dates of departure and return must be acceptable to the administration.
  - 3) Leaves of less than one (1) month, if acceptable to and approved by the administration, will not require board approval or sixty (60) days' notice.
- b) Leaves may be granted for the following:
  - 1) Advance study leading to a degree at an approved university.
  - 2) Educationally related travel, if the applicant provides an itinerary and explanation of how such travel will improve the educational program.
  - 3) Military service.
  - 4) Maternity, including adoption.
  - 5) Unrestricted leave. Upon request one (1) year unrestricted leave may be granted to any employee for each accumulated seven (7) years of service in the district for whatever reason the employee desires.

- 6) Other reasons acceptable to the Board which will improve the educational program of the District.
  - c) Employees on such leave may continue insurance benefits if they reimburse the district for any prorated costs of benefits for which they apply.
  - d) Employees will not advance on the salary schedule while on any approved leave of absence without pay unless working at least one hundred (100) school days during the school year.
6. 4 **Association Leave.** One (1) representative or delegate of the NTA-IEA/NEA shall be entitled to four (4) days, non-accumulative leave with full pay for association business, providing the Board is properly notified and receives equitable substitute pay from the Association.
6. 5 **Perfect Attendance.** Any teacher maintaining perfect attendance throughout the school year will be eligible to receive a perfect attendance stipend of One Hundred and 00/100 Dollars (\$100.00) to be paid in the June pay check.

Perfect attendance shall be defined as not using any sick leave days, personal days, unpaid leave, or parts thereof, receiving a dock in pay, or receiving payment for the non-use of personal days, as recorded in unit office records.

6. 6 **Jury Duty.** Members of the bargaining unit summoned to jury duty during working hours shall receive full salary with no loss of benefits during the time the member is on jury duty provided the member pays to the District the fees received for performing jury duty service. Staff members issued a valid subpoena shall be paid for each working day of required absence, providing the member pays to the District any witness fees received. This provision is not applicable if the member is subpoenaed to testify in a matter in which either the member, or any of the member's family, or any business associate, has a family or financial interest (i.e., divorce trials, personal injury cases, personal business venture, criminal trials). If the employee has instigated action against the School District or the Board of Education, this provision is not applicable.

## ARTICLE VII

### GRIEVANCE PROCEDURE

7. 1 A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
- a) Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures.
  - b) The failure of a teacher (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal. 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.
  - c) It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or of the teaching staff.
7. 2 **Grievance Procedure Steps.**
- a) **First Step.** An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her principal.
  - b) **Second Step.** If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) days from the date of the occurrence of the event giving rise to the grievance or within ten (10) days from the time it can be expected that such knowledge would be available. The principal shall make a decision on the grievance and communicate it in writing to the teacher and the Superintendent within ten (10) school days after receipt of the grievance.
  - c) **Third Step.** In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher shall file, within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and the Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or

his/her designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the teacher and the principal.

- d) **Fourth Step.** If the grievance is not resolved satisfactorily at Step Three, there shall be available a fourth step of binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving teacher to the Superintendent within thirty (30) days from receipt of the Step Three answer to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two (2) parties within seven (7) days after said notice is given. If the two (2) parties fail to reach an agreement on an Arbitrator within seven (7) days, the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two (2) parties will alternately strike one (1) name. The final name remaining shall be the Arbitrator. The American Arbitration Association shall act as the administrator of the proceeding and the decision of the arbitrator shall be binding on the parties.

Expenses for the arbitrator's services shall be born equally by the District and the Association. The arbitrator, in his opinion, 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 District and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the expressed relevant language of the Agreement.

- 7.3 If the Association or any employee files any claim or complaint in any form other than under the grievance procedures of this Agreement, the District shall not be required to process the same claim or set of facts through the grievance procedure.

## **ARTICLE VIII**

### **NEGOTIATIONS PROCEDURE**

8. 1 The parties agree that their duly designated representatives shall negotiate in good faith with respect to salaries, fringe benefits, working conditions, grievance and negotiating procedures. Each party shall select its own representatives. Negotiations shall begin no earlier than April 15.
8. 2 If after a reasonable period of negotiations and within forty-five (45) days of the scheduled start of the forthcoming school year, the parties engaged in collective bargaining have reached an impasse, either party may petition the Illinois Educational Labor Relations Board to initiate mediation. Either party may declare to the other, in writing, that an impasse exists.
8. 3 When an impasse has been declared, 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 representative, or both, either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable Agreement.

## ARTICLE IX

### EFFECT OF AGREEMENT

9. 1 **Complete Understanding.** The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through written mutual consent of the parties.
9. 2 **Individual Contracts.** Individual contracts or employment agreements shall not be inconsistent with the terms and conditions of this Agreement.
9. 3 **Savings Clause.** Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.
9. 4 **No Strike. No Lockout.**
- a) During the term of this Agreement and any extension thereof:
    - 1) The Board shall not lock out its employees, and
    - 2) No employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the District's premises, any strike, slowdown, or other refusal to render full and complete services to the Board.
  - b) In the event of any violation or violations of any provision of Section a) 2) of this Article by the Association, its members or representatives, or by any employee:
    - 1) The Association shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violation(s).
    - 2) Any violating employee shall be subject to discipline or discharge as determined appropriate by the Board.
9. 5 **Management Rights.** It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the District and the Board which are not specifically limited by the express language of this Agreement are

retained by the Board provided, however, that no such right be exercised so as to violate any of the specific provision of this Agreement.

9.6 **Term of Agreement.** This Agreement shall be effective upon Board adoption and shall continue in effect until the last day prior to the first day of the 2015-2016 school year.

All terms and conditions of this Agreement shall be in effect as of August \_\_, 2015.

This Agreement is signed this \_\_\_\_\_.

For the Board of Education,  
Neoga Community Unit School  
District #3

For the Neoga Teachers' Association-  
IEA/NEA

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

## **MEMO OF UNDERSTANDING**

In the event the State Board of Education adopts rules and regulations which become final regarding full inclusion, the Board will solicit input from the Association on ways to implement any mandates found in the rules and regulations.

The Superintendent, at the direction of the Board, will issue a directive to all administrators that if any administrator wishes to evaluate any extra-curricular position performance, the evaluation shall be separate and not be part of the formal classroom evaluation process.



## **LETTER OF UNDERSTANDING FOR EVALUATION PROCEDURE**

It is understood that the Board of Education and the Administration will attempt to avoid formal evaluation of all teachers during the first two (2) weeks and last two (2) weeks of the school term and of high school teachers during Homecoming week, except in instances where difficulties are thought to exist. This letter of understanding shall not be a part of the collective bargaining agreement of the parties and specifically shall not be subject to the grievance procedure article (Article VII) therein.

# NEOGA COMMUNITY UNIT SCHOOL DISTRICT #3

## 2014/2015 TEACHER SALARY SCHEDULE

INDEX FACTOR: \$32,820.72  
 LONGEVITY: \$ 1,900  
 INSURANCE: \$ 340

| STEP | B.S.       |  | B.S.+16    |  | M.S.     | M.S.+16  | M.S.+32  | STEP |
|------|------------|--|------------|--|----------|----------|----------|------|
| 1    | \$33,773 * |  | \$34,495 * |  | \$35,775 | \$36,759 | \$37,744 | 1    |
| 2    | \$34,495 * |  | \$35,249 * |  | \$36,759 | \$37,744 | \$38,728 | 2    |
| 3    | \$35,249 * |  | \$36,004 * |  | \$37,744 | \$38,728 | \$39,713 | 3    |
| 4    | \$36,004 * |  | \$36,759   |  | \$38,728 | \$39,713 | \$40,698 | 4    |
| 5    | \$36,759   |  | \$37,744   |  | \$39,713 | \$40,698 | \$41,682 | 5    |
| 6    | \$37,744   |  | \$38,728   |  | \$40,698 | \$41,682 | \$42,667 | 6    |
| 7    | \$38,728   |  | \$39,713   |  | \$41,682 | \$42,667 | \$43,652 | 7    |
| 8    | \$39,713   |  | \$40,698   |  | \$42,667 | \$43,652 | \$44,636 | 8    |
| 9    | \$40,698   |  | \$41,682   |  | \$43,652 | \$44,636 | \$45,621 | 9    |
| 10   | \$41,682   |  | \$42,667   |  | \$44,636 | \$45,621 | \$46,605 | 10   |
| 11   | \$42,667   |  | \$43,652   |  | \$45,621 | \$46,605 | \$47,590 | 11   |
| 12   | \$43,652   |  | \$44,636   |  | \$46,605 | \$47,590 | \$48,575 | 12   |
| 13   | \$44,636   |  | \$45,621   |  | \$47,590 | \$48,575 | \$49,559 | 13   |
| 14   | \$45,621   |  | \$46,605   |  | \$48,575 | \$49,559 | \$50,544 | 14   |
| 15   | \$46,605   |  | \$47,590   |  | \$49,559 | \$50,544 | \$51,529 | 15   |
| 16   | \$47,590   |  | \$48,575   |  | \$50,544 | \$51,529 | \$52,513 | 16   |
| 17   | \$48,575   |  | \$49,559   |  | \$51,529 | \$52,513 | \$53,498 | 17   |
| 18   | \$49,559   |  | \$50,544   |  | \$52,513 | \$53,498 | \$54,482 | 18   |
| 19   | \$50,544   |  | \$51,529   |  | \$53,498 | \$54,482 | \$55,467 | 19   |
| 20   | \$51,529   |  | \$52,513   |  | \$54,482 | \$55,467 | \$56,452 | 20   |
| 21   | \$52,513   |  | \$53,498   |  | \$55,467 | \$56,452 | \$57,436 | 21   |
| 22   | \$53,498   |  | \$54,482   |  | \$56,452 | \$57,436 | \$58,421 | 22   |
| 23   | \$54,482   |  | \$55,467   |  | \$57,436 | \$58,421 | \$59,406 | 23   |
| 24   | \$55,467   |  | \$56,452   |  | \$58,421 | \$59,406 | \$60,390 | 24   |
| 25   |            |  |            |  | \$59,406 | \$60,390 | \$61,375 | 25   |
| 26   |            |  |            |  | \$60,390 | \$61,375 | \$62,359 | 26   |
| 27   |            |  |            |  |          | \$62,359 | \$63,344 | 27   |
| 28   |            |  |            |  |          |          | \$64,329 | 28   |

There shall be no vertical movement on the salary schedule between the 2013-2014 and 2014-2015 school years and no employee shall receive a step or longevity for the 2014-2015 school year. Any employee who would otherwise be entitled to a retirement incentive shall receive such incentive. Those individuals who have earned credits qualifying them for horizontal movement on the salary schedule for the 2014-2015 school year shall be awarded such movement, but without including a vertical increase on the schedule.

**APPENDIX A**

**SUPPLEMENTAL PAY SCHEDULE**

Gas Mileage .....\$.445 per mile or IRS whichever rate is higher)

Homebound Instruction/Summer School/Internal Sub..... \$25.00 per hour

Behind the Wheel Driver Education (outside school day/  
school year)..... \$25.00 per hour

Ticket Salesperson.....\$25.00 per unit, 1 unit minimum for regular season games

Fan Bus Chaperone .....\$11.00 per unit, 2 units minimum, 3 units over 40 miles

**APPENDIX B - EXTRA DUTY SALARY SCHEDULE**

(The extra duty jobs listed in Appendix B are listed for convenience and ready reference and are not a part of this Agreement.)

|                    |                             |
|--------------------|-----------------------------|
| Athletic Scorer    | \$20.00 per night (2 games) |
| Athletic Timer     | \$20.00 per night (2 games) |
| Substitute Teacher | \$87.60 per day             |

**EXTRA DUTY ASSIGNMENTS**

**INTERSCHOLASTIC SALARIES**

2009/2010 INDEX FACTOR: \$30,676

2009/2010 INDEX FACTOR: \$30,676

|                                 |      |
|---------------------------------|------|
| Art Club Sponsor                | 0.0% |
| A.F.S. Sponsor                  | 2.0% |
| Senior Class Sponsor            | 2.0% |
| Senior Class Sponsor            | 2.0% |
| Junior Class Sponsor            | 2.0% |
| Junior Class Sponsor            | 2.0% |
| Sophomore Class Sponsor         | 0.0% |
| Sophomore Class Sponsor         | 0.0% |
| Freshman Class Sponsor          | 0.0% |
| Freshman Class Sponsor          | 0.0% |
| Eighth Grade Sponsor            | 2.0% |
| Future Teachers Club Sponsor    | 0.0% |
| Future Teachers Club Sponsor    | 0.0% |
| FFA Sponsor                     | 5.0% |
| FCCLA Sponsor                   | 3.0% |
| ICCE Coordinator                | 0.0% |
| Math Club Sponsor               | 0.0% |
| Technical Director              | 3.0% |
| Musical Director                | 3.0% |
| Musical Director Asst           | 3.0% |
| National Honor Society Sponsor  | 0.0% |
| Newspaper Sponsor               | 5.0% |
| Nursing Club Sponsor            | 0.0% |
| Play Director                   | 5.0% |
| Poetry Club Sponsor             | 0.0% |
| Quality Assurance Coordinator   | 1.5% |
| Quality Assurance Coordinator   | 1.5% |
| Quality Assurance Coordinator   | 1.5% |
| SADD Sponsor                    | 0.0% |
| Science (Biology) Club Sponsor  | 0.0% |
| Science (Physical) Club Sponsor | 0.0% |
| Spanish Club Sponsor            | 0.0% |
| Spring Play Director            | 3.0% |
| Student Council Sponsor         | 6.0% |
| Technology Coordinator          | 0.0% |
| Unit Band Director              | 7.0% |
| Vocational Director             | 5.0% |
| Yearbook Sponsor                | 5.0% |
| WYSE Sponsor                    | 0%   |
| Head Teacher, NES               | 8.0% |
| Head Teacher NMS                | 8.0% |

|                            |     |
|----------------------------|-----|
| <b>BASEBALL</b>            |     |
| HS Fall Boys Coach         | 7%  |
| HS F/S Fall Boys Coach     | 5%  |
| HS F/S Spring Boys Coach   | 5%  |
| HS Spring Coach            | 7%  |
| JH Boys Coach              | 6%  |
| <b>BASKETBALL</b>          |     |
| HS Head Boys Coach         | 12% |
| HS JV Boys Coach           | 9%  |
| HS F/S Boys Coach          | 8%  |
| HS Head Girls Coach        | 12% |
| HS Asst Girls Coach        | 9%  |
| JH Head Boys Coach         | 10% |
| JH Asst Boys Coach         | 6%  |
| JH Girls Coach             | 10% |
| JH Asst Girls Coach        | 6%  |
| 5/6 Grade Intramural Coach | 3%  |
| 5/6 Grade Intramural Coach | 3%  |
| <b>CHEERLEADING</b>        |     |
| HS Sponsor                 | 3%  |
| JH Sponsor                 | 3%  |
| <b>CROSS COUNTRY</b>       |     |
| HS Coach                   | 5%  |
| <b>POMPON SPONSOR</b>      | 2%  |
| <b>SCHOLAR BOWL</b>        |     |
| HS Sponsor                 | 5%  |
| JH Sponsor                 | 3%  |
| <b>SOFTBALL</b>            |     |
| HS Girls Coach             | 7%  |
| HS Asst Girls Coach        | 5%  |
| <b>TRACK</b>               |     |
| HS Coach                   | 7%  |
| JH Boys Coach              | 6%  |
| JH Girls Coach             | 6%  |

**EXTENDED TIME CONTRACTS:**

|                       |         |
|-----------------------|---------|
| Agriculture/Mechanics | 15 days |
| Industrial Arts       | 5 days  |
| Guidance              | 15 days |
| Library               | 10 days |
| Nurse                 | 5 days  |
| Technology            | 20 days |

|                   |    |
|-------------------|----|
| <b>VOLLEYBALL</b> |    |
| HS Girls Coach    | 9% |
| HS Asst Coach     | 6% |
| JH Girls Coach    | 7% |
| JH Asst Coach     | 4% |