

**Agreement Between
the
Pawnee Community Unit School District #11
and
The Pawnee Education Association
2010-2011**

I. RECOGNITION

- 1.1 The Board of Education of Pawnee Community Unit School District #11, hereinafter referred to as the "Board," recognizes the Pawnee Education Association/IEA/NEA, hereinafter referred to as the "Association," as the exclusive negotiating agent for all full and part-time regularly-employed certified teaching personnel, hereinafter referred to as "Teachers," except for the Superintendent, Principals, Assistant Principals, Administrative Assistant, teachers' aides and substitutes.
- 1.2 During the term of the Agreement, the Board agrees not to negotiate items covered in this Agreement with any other teachers' organization nor with any individual teacher presently employed.

II. EMPLOYEE AND ASSOCIATION RIGHTS

- 2.1 **RIGHT TO ORGANIZE**—Employees shall have the right to organize, join and assist the Association, and to participate in collective bargaining with the Board.
- 2.2 **DUES DEDUCTION**—The Board shall deduct from each employee's pay the current dues of the Association, provided that the Board has an employee-executed authorization for continuing dues deduction, the amount of which shall be certified by the Association. The Association will furnish authorization cards. All dues so deducted will be forwarded to the treasurer of the Association not later than 10 working days after deduction.
- 2.3 **BOARD/ASSOCIATION COMMUNICATION COMMITTEE**—In order to promote an exchange of information between the Association and the Board, the Association and the Board agree to establish a Board/Association Communication Committee. The committee shall meet at mutually agreed upon times, but not less than two times per year, to discuss matters of mutual concern. The Communications Committee shall be composed of 3 representatives of the Association, three Board members, and the Superintendent.

- 2.4 **INFORMATION**—The Board shall furnish the Association with copies of the District’s annual financial report, budget, audit, Board agenda and preliminary Board minutes. The cost of such printing and distribution shall be borne by the Association.
- 2.5 **FAIR SHARE**—It is recognized that the Association’s duties as the sole and exclusive bargaining agent entail expenses for collective bargaining and contract administration which appropriately are shared by all teachers who are beneficiaries of said Agreement. To this end, if a teacher does not join the Association, such teacher will:
1. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the services rendered by the Association in the same manner as provided in Section 2.2 of Article II; or
 2. Pay directly to the Association a like sum.
 - A. In the event such an authorization is not signed or such payment is not made within thirty (30) days following the commencement of employment of the teacher or the effective date of this Agreement, whichever is later, the Board shall deduct such amount in equal payments from the regular salary check of the teacher in the same manner as provided in Section 2.2 of Article II.
 - B. The Association, the Illinois Education Association, and the National Education Association agree to defend, at their own expense and through their own counsel, indemnify and hold the Board harmless, against any claims, demands, suits, damages or other form of liability which may arise by reason of any action taken by the Board in complying with provisions of this Section, provided:
 1. The Board promptly notifies the Association in writing of any claim, demand, suit, damages or other form of liability with respect to which it seeks to enforce the indemnification provisions of this Section, and permits the Association to intervene as a party if it so desires; and
 2. The Board gives full cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available for defense purposes; and
 3. This indemnification provision shall not apply to any claim, demand, suit, damages, or other form of liability which may arise as a result of the Board’s failure to comply with the obligations imposed upon it by this Section.

- C. The Association shall annually certify to the Board the amount constituting each non-member employee's share, which amount shall include only such expenses expended for collective bargaining and contract writing by the Association president and submitted to the business office on September 1 of each year. In the event a teacher objects to the amount of such fee, the Board shall transmit the fee to the Illinois Educational Labor Relations Board for retention in an escrow account pending final determination on the appropriateness of the fee imposed. Such determination shall be made by the Illinois Educational Labor Relations Board in accordance with Part 1125, Fair Share Fee Objections, of their rules and regulations. If the Teacher is entitled to a refund, the teacher shall receive such refund from the IELRB plus any interest earned on the refund during pendency of the action.
 - D. If a non-member teacher declares the right of non-association based upon a bona fide religious body of which such teacher is a member, such teacher shall be required to pay an amount equal to the teacher's proportionate share to a non-religious charitable organization mutually agreed upon by the teacher and the Association. If the teacher and the Association are unable to reach agreement on the matter, the charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.
3. If a staff member's employment by the District is limited to handling only extra-curricular assignments, the provisions of this Agreement pertaining to Fair Share payments as contained in this Article II, Section 2.5, shall not be applicable to that staff member.

III. WORKING CONDITIONS

- 3.1 **SCHOOL CALENDAR**—The Board shall establish a school calendar which does not exceed 185 school days. Five of the 185 days shall be emergency days and if not used for emergency purposes, they shall not become employee work days. The Board retains the right to change or modify the school calendar within the above framework. Pending State Board of Education approval, on the last full day of each semester, students will be dismissed at 12:00. Teachers will be dismissed at 2:00. On the last day of school, students shall arrive at normal starting time and remain no later than 9:00 a.m.

- 3.2 **LENGTH OF DAY**—The length of the regular school day shall be not more than 7 ½ hours, including lunch period. Preparation, conferences, sponsorships, chaperoning, travel time, counseling, extra duty assignments and periods of assigned or unassigned duty in connection with a teacher's work are to be considered an extension of the regular school day although a portion of these duties may be accomplished during the regular day as time permits.

The teaching day for any teacher assigned to teach an early bird class shall not exceed the length of the teaching day required of other teachers.

- 3.3 **ARRIVAL AND DISMISSAL**—Teachers are required to report for duty 15 minutes prior to the opening of the pupil's school day. At this time, all teachers must be stationed either at their classrooms, at supervisory stations or be involved in work directly related to their work assignments. Teachers shall be permitted to leave 15 minutes after the close of the pupil's school day. On Fridays and days preceding vacations or holidays, teachers shall be permitted to leave after students in their area of supervision have vacated. On days preceding Thanksgiving and Easter vacations, school shall operate on a shortened period basis with dismissal at 2:00 p.m.

Teachers assigned to teach early bird classes may leave fifteen (15) minutes after their last assigned period, and a preparation period shall be considered as an assigned period.

- 3.4 **FACILITIES**—The Board agrees to provide a serviceable desk, chair, and filing cabinet for the use of each teacher.
- 3.5 **PERSONNEL FILE**—All employees shall have the right, in the presence of the Superintendent or his or her designee, to inspect their own personnel files with the exception of pre-employment recommendations. All employees shall have the right to include in their personnel file any objections, in writing, to information contained therein. Copies of any material placed in an employee's personnel file shall be provided to the employee upon reasonable request. A charge shall be made of \$.05 per page copied at employee request.

Teachers will be informed in writing within five working days whenever any item is placed in their official personnel files, other than such routine information as formal evaluations, transcripts, certification information and items placed in the file at the request of the teacher.

An employee's request to review his/her personnel file will be granted within five (5) working days of the request. Files will be made available at a mutually agreed time. Employees may not remove files from the Board office, and they shall be reviewed in the presence of an administrator. A copy will be provided to the employee of any written material contained therein upon written request.

- 3.6 **ASSIGNMENT OF DUTIES**—Teachers shall be notified of their teaching assignments and duties for the forthcoming school term no later than July 1 of any given year. Proposed changes after this date may be considered only after the following have occurred:
- A. Written notification to the affected teachers stating the reasons for said changes.
 - B. A consultation meeting with the affected teacher on the proposed change.
 - C. Written acknowledgement to said teacher that he/she may resign without prejudice should said proposed change be unacceptable.
- 3.7 **MEETINGS**—Required meetings held outside of the teacher’s assigned school day will normally run no more than 45 minutes. Upon request, the building administration shall leave sufficient time for an Association representative to speak to the teachers preceding or following any regularly-scheduled meeting.
- 3.8 **SENIORITY**—If the Board determines it is necessary to have a reduction in staff among tenured teachers, the order of such dismissals shall be in inverse order to the teachers’ seniority. All non-tenured teachers shall be dismissed before any tenured teacher is honorably dismissed so long as the tenured teacher is qualified according to The Illinois Program for Evaluation, Supervision, and Recognition of Schools to displace a non-tenured teacher.
- A. The Board in consultation with the Association will establish and maintain a seniority list of all District tenured teachers. The seniority list will reflect the criteria called for in this Article and shall be made available for review by all teachers within the District by February 1 of each year. Any disagreements with the seniority listing will be made known to the Superintendent by March 1 of each year.
 - B. Seniority shall mean the amount of continuous service in the District. Periods of leaves of absence, other than paid sick leave and/or military leave, shall not be counted in determining length of service. For purposes of this Article, military leave shall be limited to induction into the U.S. military service. Part-time teachers shall accrue seniority in proportion to their respective full-time equivalency.
 - C. If the length of service of teachers with the District shall be equal, preference shall be given by the following priorities: (1) total years of service within the District; (2) total amount of teaching experience in public schools; (3) academic preparation ranked as per horizontal placement on the salary schedule; (4) total graduate credit hours; (5) if a tie is unbroken by application of the above criteria, the tie will be broken by drawing of lots.

- D. Any teacher honorably dismissed pursuant to this Article shall be eligible for recall, in reverse order of the dismissals, for the following school term or within one calendar year from the beginning of the following school term. A recalled teacher shall be entitled to regain past seniority but will not receive credit for any time while on layoff.

IV. EMPLOYEE COMPENSATION AND FRINGE BENEFITS

- 4.1 **SALARY SCHEDULE**—The salary schedule shall be as set forth in Appendix A, which is attached to and incorporated in this Agreement. The salary schedule for each year designates what portion of an individual's contribution will be paid by the individual and what portion will be paid by the Board to the Teachers' Retirement System (TRS).
- 4.2 **EXTRACURRICULAR STIPENDS**—Stipends for additional duties shall be as set forth in Appendix B which is attached to and incorporated into this Agreement.

An assistant coach will be hired when the permanent athletes on a team exceed fifteen (15) at the date of first contest.

- A. The Driver's Education instructor(s) will receive a stipend of \$20 per hour beyond regular scheduled hours.
- B. At the discretion of the principal, teachers who provide tutoring after school will be compensated at a rate of \$25 per hour.
- C. Grades K-4 and 5-8 Rtl Behavior Intervention Specialists will receive a Stipend of \$1000 each per school year.

4.3 HEALTH AND MAJOR MEDICAL INSURANCE

- A. For all teachers employed by the District on a full-time basis the Board will make the following contribution toward the teacher's health and major medical insurance premium:

2010-2011	\$ 419.00 per month
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In the case of teachers working less than 1.0 Full Time Equivalency, but at least .5 F.T.E., the Board will pay only the appropriate pro-rated amount for insurance according to the teacher's fractional status. Teachers working less than .5 F.T.E. are not eligible for health benefits.

- B. The Board will recognize Association Insurance Committee and will meet prior to the beginning of the school year to discuss insurance options. The Board retains the right to make final Health Insurance decisions.

4.4 **SUBSTITUTING**—Any “in-house” teacher may be used as a substitute to cover a classroom in cases where a regular substitute could not be obtained or in the event that the classes to be covered constitute less than a half day. Teachers will be paid \$12.50 for each regular class covered.

If a part-time “in-house” teacher is required to substitute in classes beyond their normal contractual workday, the teacher will be paid \$80 for the remainder of the school day.

A teacher who forfeits all or a portion of his/her preparation period to substitute for another teacher who is required to leave school early for an athletic and/or extra-curricular event will be paid for such substitution as hereinafter set forth.

Administrators, counselors, teachers who have student teachers and other teachers in circumstances of an unusual nature agreed upon prior to the event will not be entitled to compensation for substituting. Guidance counselor will receive one (1) personal day for every five (5) hours of substitute teaching.

Teachers who substitute fifteen (15) minutes or less will receive no compensation and will not be expected to provide active instruction during the time period they substitute.

Teachers in grades K-12 who substitute at least sixteen (16) minutes but not more than thirty-nine (39) minutes will be paid \$12.50.

The respective principal will be responsible for securing the substitute.

At a time established by the comptroller, the principal will provide all substitute information required on the Extra Pay for Extra Teaching/Supervision form for payment of the substitutes.

4.5 **PAYMENT OF SALARIES**—Teachers shall receive a confirmation of salary schedule placement for the school year beginning in August, unless otherwise stated, and salary payments shall be made in twelve bimonthly payments beginning in September. Salary checks will be distributed on the 2nd and 4th Fridays of each month or the last working day prior to the 2nd and 4th Friday of each month.

- 4.6 **PROFESSIONAL GROWTH**—The Board agrees to reimburse teachers for tuition costs associated with continuing education. The following conditions must be met:
- A. All courses which are to be submitted for reimbursement must first have approval from the Superintendent prior to the course being taken.
 - B. Approved hours will include undergraduate courses which will lead to additional certification at the request of the school district, graduate level courses in a teacher's curricular area, graduate level courses in an approved graduate degree program, and graduate level courses in a post-Master's degree program. For employees hired after Aug. 20, 2010, any course not leading to a Master's degree, or post-Master's degree, must be in the teacher's curricular area beneficial to the school and/or its student population and have a direct impact on Pawnee students. All employees hired prior to the afore mentioned date are permitted a broader scope outlined by previous collectively bargained agreements.
 - C. Courses must be earned from an accredited college or university.
 - D. For each staff member, no more than four (4) semester hours per semester and no more than twelve (12) semester hours per fiscal year will be reimbursed.
 - E. Tuition reimbursement shall be limited to one hundred ten dollars (\$110) per semester hour.
 - F. Certified National Teacher—Any full-time teacher who completes certification as a Certified National Teacher, through the program as recognized by the Illinois State Board of Education, and achieves "Master Teacher" certification, shall be paid an additional \$1,000 per year for each year the teacher maintains the Master Teacher certification and remains an employee of this district in a full-time teaching position.
- 4.7 **TRAVEL REIMBURSEMENT**—Teachers required by the District to use their personal vehicles in the course of their employment shall be reimbursed at the state-approved mileage rate in effect at the beginning of each fiscal year.
- 4.8 **SUMMER TUTORIAL/SCHOOL**—Presently employed District teachers shall have first right of refusal for summer school teaching positions. Summer school teachers shall be paid at the rate of \$25.00 per hour.

4.9 **EXTENDED CONTRACTS**—Extended contracts shall be consistent with the terms and conditions of this Agreement and shall include, but not be limited to, the following:

1. Additional days shall be paid at 1/180 of the regular scheduled salary.
2. The work day for days of the extended contract shall be the same as during the regular school term.
3. TRS contributions on extended contract wages will be treated in the same manner as wages for the regular school term.
4. One additional day of sick leave will be granted for each fifteen (15) additional days of extended contract, with unused sick leave days added to accumulated sick leave.

4.10 **RETIREMENT BENEFIT**

During the term, eligible employees may elect to participate in the Retirement Benefit Plan (The Plan). Under The Plan, “eligible employees” shall mean employees who:

Are eligible to receive retirement funds from TRS without ERO penalty.

Have submitted an irrevocable letter of resignation on or before January 31 of the retirement year. The board may, at the request of the retiree, waive the deadline in extreme circumstances, if no ERO penalty is incurred by the district. Such extenuating circumstances include, but are not limited to, personal or family health problems that necessitate retirement. Board decisions concerning a waiver are on a case by case basis and without precedence.

Have at least 10 years of employment service in the district prior to the year in which the plan shall commence.

If a teacher has at least 10 years of service to the district prior to the submission of a timely, irrevocable letter of resignation and retirement as required, the teacher shall receive the following retirement incentive:

A guaranteed salary increase of 6% above said teacher's previous year's TRS credible earnings. At no time shall an employee receive more than 106% of the previous year's earnings.

Teacher shall receive a post-retirement bonus that equals \$150 for each school year the employee has been employed by Pawnee C.U.S.D. #11 minus the dollars needed to increase the final salary 6% from the previous year's creditable earnings.

The post-retirement bonus, which is non-creditable TRS earnings, will be paid after the employee's retirement and after receipt of the final regular paycheck and last day of work.

4.11 **SATURDAY DETENTIONS** (if deemed necessary)

1. Teachers who agree to be considered for monitoring Saturday detentions will be required to place their request in writing.
2. Assignment of teachers to monitor these students is an administrative decision.
3. Teachers will receive a stipend of \$100 for the Saturday Detention Session.
4. If no students come to the detention, teachers will be paid one half-day of substitute pay.
5. The list of students assigned to Saturday detentions will be given to the teacher by the end of school on Friday. On the sheet will be the name of the administrator to contact in emergency situations.

4.12 **MEDICAID TIME-STUDY**—Teachers who are asked to complete the Medicaid Time Study for reimbursement will be given a stipend of \$22.50 for each report they are required to complete.

4.13 **ADDITIONAL BLOCK CLASS**—In addition to an individual teacher's salary as delineated in 4.1 above, should the district desire and a teacher of block classes find it acceptable to teach an additional class during his or her preparation period, (i.e., teaching eight classes with no prep time every other day rather than seven classes plus a prep period), that teacher will be paid an additional amount equivalent to one-eighth (1/8) of his or her base salary. At no time will any teacher be required to relinquish his or her preparation period if he or she does not desire to do so.

V. LEAVES

- 5.1 **SICK LEAVE**—Each employee shall be credited with twelve (12) days of sick leave at full pay each year of this contract. The unused portions may be accumulated no more than 400 days. Employees working on a part-time basis shall have sick leave prorated according to their fractional status. Sick leave may be charged only against an actual pupil attendance day or an institute day.
- A. **BEREAVEMENT LEAVE** – Each teacher shall be allowed three (3) days of bereavement leave in the event of a death in the teacher’s immediate family. Bereavement days shall not be deducted from the teacher’s sick leave. Immediate family shall include parents, spouse, brothers, sisters, children, stepchildren, grandparents, grandchildren, parents-in-law, brothers-in-law, and sisters-in-law. Days needed in addition to the bereavement days shall be charged to sick leave. With Superintendent approval, personal leave and/or sick leave may be used in the event of the death of a non-family member even at such times as the limitations for personal leave set forth in 5.1 are exceeded.
- 5.2 **PERSONAL BUSINESS LEAVE**—Full-time teachers shall be entitled to two (2) personal business leave days per year subject to the following conditions:
- A. Approval from the Superintendent or the Building Principal must be obtained in writing before the absence occurs.
- B. The day immediately preceding or immediately following a school holiday, or the beginning or end of term, as well as the days of teacher institutes or District-wide parent/teacher conferences shall not be recognized as a personal leave day. In special circumstances, the Superintendent may grant a personal leave day on the day immediately preceding or following a school holiday. The granting of such a day shall be non-precedential and at the sole discretion of the Superintendent.
- C. A personal business leave day may be charged only against an actual pupil attendance day.
- D. Unused personal business leave days will be allowed to accumulate to four (4) at which time additional accumulation shall be added to accumulated sick leave.
- E. Part-time employees will be granted personal business leave days under the same conditions as full-time employees except when and if fractional status changes, the total accumulation will be fractionalized accordingly.

- F. Full-time certified staff will receive one extra personal business leave day after fifteen (15) years of continuous service to the district and be allowed to accumulate personal leave business days up to five (5) days per year.

5.3 **MATERNITY/CHILD CARE LEAVE-OF-ABSENCE**—The Board shall grant, without pay, a maternity/child care leave-of-absence without loss of accrued sick leave, tenure or seniority to any member of the staff who submits a written request for such leave with a physician's certificate of pregnancy.

It shall be the responsibility of the staff member to present a request for leave not later than five months into her pregnancy. The effective day of the leave shall be established by the teacher's physician.

Where available, accumulated sick leave might be used as maternity leave. Such leave may be approved by the Board only for the pre-or post-delivery period specified as necessary by the teacher's physician for continued well-being of the teacher.

Before the teacher is eligible for reinstatement, she shall be required to present a physician's certificate stating that she is able to resume all duties required of a regular teacher. A teacher returning from maternity or child care leave shall give the Superintendent written notice by March 15 of her desire to return to a teaching position the following school year. If the leave is for the first half of the school year only, the teacher shall notify the Superintendent by November 15 of her intention to return.

A maternity/child care leave shall not be for more than 2 complete semesters.

All accumulated benefits and rights of employment previously gained shall be retained upon return. However, no teacher may gain tenure while on leave-of-absence, nor gain seniority for time served on leave.

Any teacher granted maternity/child care leave who completes 120 days or more of the school term shall be considered to have completed a full year for advancement on the salary schedule.

In the event of death of the object child of the leave, the leave-of-absence may be terminated upon request of the employee if a replacement teacher has not been contracted by the Board.

Maternity/child care leave may also be granted to any teacher who adopts a child, provided the teacher notifies the Superintendent at the time application for adoption is made and otherwise complies with the preceding paragraphs.

Continuation of insurance benefits will be provided during the leave period if allowable by insurance carrier. The teacher must pay the monthly premium due; said premium must be received in the Unit Office no later than the 15th day of each month.

5.4 **MILITARY LEAVE**—A teacher who has been called into the military service shall retain his/her contractual continued service status. Upon returning from such leave, a teacher shall receive the benefit of such experience, increments, and salary adjustment as were made during his/her military service, with no loss of seniority occurring. A teacher shall not gain tenure while on military leave.

5.5 **PERSONAL LEAVE-OF-ABSENCE**—Personal 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.

Leaves of absence may be granted to tenured teachers according to the following conditions:

- A. Written requests for leaves of absence without pay should be made at least three months before the leave is desired, subject to approval by the Board.
- B. Dates of departure and return must be acceptable to the administration and determined prior to the request being initiated.
- C. Acceptance of leave requests may be contingent upon finding a suitable replacement for the position vacated.

Leaves may be granted for:

- a. Advanced study leading to a degree at an approved university.
- b. Educationally-related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program.
- c. Other reasons acceptable to the Board which will improve the educational program in the District.

Employees on approved leaves will retain accumulated seniority but will not advance on the salary schedule.

Employees on such leave may continue insurance benefits, if allowable by the insurance carrier, but employee must pay the full costs for such insurance.

Failure of the employee to notify the District of intention to return at least sixty days before the end of the school year or the semester prior to resuming duties will be considered as a resignation from continued contractual service, thereby removing the Board's obligation to reemploy. The Board will notify the employee, in writing, of said action.

The Board reserves the right to limit the number of employees that might use this option in any given school year.

5.6 ASSOCIATION LEAVE—In the event that the Association desires to send representatives to state, national or Region 47 meetings or conventions, the representative shall be excused without loss of salary or seniority, providing the Association reimburses the District for the cost of the substitutes. The Association shall be limited to a maximum of six days per year. No more than three employees per day shall be excused for said leave.

5.7 SICK LEAVE BANK

1. The Board and the Association have established a Sick Leave Bank which certified staff may join on a voluntary basis. The purpose of the Bank shall be to provide extended paid sick leave for certified staff that have exhausted their personally accumulated sick leave and due to personal serious illness, injury, surgery, and/or temporary disability requiring extended hospital or home confinement are unable to return to work. Short-term illnesses including normal pregnancy, maternity leaves, and elective surgeries are not subject to the use of the following Bank provisions.
2. Any certified staff that is eligible for sick leave is entitled to join the Bank when he/she has twenty-four(24) days of accumulated Sick Leave. Certified staff must join the Bank in the first year of eligibility.
 - a. Eligibility – Any eligible certified staff must apply to join the Bank on or before September 15 and shall be given an application form at the beginning of the school year.
 - b. Resignation – Resignation from the Bank must be in writing to the Control Committee before September 15. Any member resigning will forfeit days donated to the Bank and will be ineligible for future benefits in the Bank.

3. A Control Committee shall be comprised of the Superintendent, two Association appointees and two Board appointees. The Committee will design necessary forms, keep track of the number of days expended and on reserve, and will submit reports to the Superintendent as indicated by the Contract and Association Executive Board. Each member will serve one school year.
 - a. The Control Committee shall meet when necessary. The Control Committee may meet at the request of the Superintendent.
 - b. Resignation – When a Control Committee member must resign, the Control Committee will ask the group represented by the Committee member to appoint a new representative to complete the term of office.
4. Each teacher joining the Bank shall donate two (2) days in each of the first two years of membership to the Bank. In addition to these days, a member shall transfer the necessary maintenance days when needed. Any days transferred by the employee shall remain in the Bank. The Board shall not be liable for any days transferred and shall not contribute any days to the Bank.

Days remaining in the Bank at the end of the school year will determine the number of sick leave days that will be contributed to the Bank from the members' accumulated sick leave at the beginning of the following school year. Maintenance contributions will be made as follows:

200 + days in Bank	0 days will be contributed
200 – days in Bank	1 day will be contributed

5. Any certified staff requesting to use Bank days must have exhausted his/her personally accumulated sick leave and personal leave days and have made a written application to the Committee for withdrawal of days from the Bank. Should the employee be unable to make an application, his/her designee may do so on his/her behalf. The application shall state the reason for inability to return to work, along with a physician's statement specifying the nature of the employee's illness. The application shall also state the number of days requested to be used from the Bank.
 - a. Physician's Statement – The physician's statement must contain beginning date of illness, cause of illness, and expected duration of illness.
 - b. Written Report – When an application for use of Bank days is considered, a written acceptance or rejection report will be sent to the applicant, and a copy of the report will be filed with the Superintendent.
 - c. Appeal – If an application is considered and rejected, the applicant will have the right to appear in person to request an appeal. However, the Control Committee will make the final decision.

6. The Control Committee shall determine the number of days to be granted in each individual application. Certified staff who have been a member of the Bank for less than one year may withdraw a maximum of 25 days. Certified staff who have been a member of the Bank for one to three years may withdraw a maximum of 50 days. Certified staff who have been a member of the Bank for four or more years may withdraw a maximum of 150 days. If a member draws benefits under TRS for disability, the member shall not be eligible to draw benefits from the Bank.
7. An initial five (5) year period will begin the day the member uses the first day from the Bank and will end on the five (5) year anniversary date of the first withdrawal. During this five (5) year period, the member may only use one hundred-fifty (150) total days. After the expiration of the initial five (5) year period, members are again eligible to draw to a maximum of one hundred-fifty (150) days for an additional five (5) year period. The additional five (5) year period will begin on the date of the first withdrawal and end on the five (5) year anniversary date. Thereafter, the member will be eligible for another five (5) year period until the employee is no longer a member of the Bank or employed by the school district.

VI. GRIEVANCE PROCEDURE

- 6.1 **DEFINITION**—A grievance shall mean a written complaint by a member of the bargaining unit or the Association that there has been an alleged violation, misinterpretation or misapplication of the specific provisions of this Agreement.
- 6.2 **PURPOSE**—Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, the purpose of which is to secure, at the lowest possible administrative level, equitable solutions to valid grievances which may arise. The Association shall have the right to present grievances when a class action involving two or more members of the bargaining unit is in dispute.
- 6.3 **REPRESENTATION**—The grievant has the right to representation of choice in the grievance procedure. The grievant shall be present at all grievance discussions unless the Board, Association and the grievant mutually agree that the grievant's presence is not desirable or necessary. When the presence of the grievant at a grievance hearing is required by either party, illness or incapacity of the grievant shall be grounds for any necessary extension of grievance procedure time limits.

- 6.4 **TIME LIMITS**—A grievance must be filed within twenty (20) days of the occurrence or when the grievant should have reasonably known of the occurrence of the event which gave rise to the grievance. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties, and every effort shall be made to resolve the grievance as rapidly as possible. All time limits consist of school days, except where noted or when a grievance is submitted fewer than ten (10) days before the close of the current school term; then time limits shall consist of all week days and shall be doubled.
- 6.5 **PROCEDURES**—The parties acknowledge that it is usually most desirable for a teacher and the teacher's immediate supervisor to resolve problems through informal and free communications. Therefore, before a grievance is filed, the claimant shall discuss the claim with the most immediate supervisor. If, however, the informal process fails to satisfy the teacher, a grievance may be processed in the following manner, and the grievant may be accompanied by a representative of choice:

STEP ONE—The teacher or the Association shall file the grievance in writing with the immediate supervisor, who shall certify by signature the date the grievance was received. This certification shall be witnessed by the grievant. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement which are applicable, and shall state the remedy requested. The supervisor shall arrange for a meeting to take place with the grievant within five (5) days after receipt of the grievance. The supervisor shall make a decision on the grievance and communicate it in writing to the grievant and the Superintendent with five (5) days of the meeting.

STEP TWO—In the event the grievance has not been satisfactorily resolved at Step One, the grievant shall file a copy of the grievance with the Grievance Committee of the Association within ten (10) days of receipt of the Step One written decision. If the Grievance Committee feels that the grievance has merit, the grievant shall file, within twenty (20) days of receipt of the Step One written decision, a copy of the grievance with the Superintendent. Within ten (10) days after receipt of the written appeal, the Superintendent shall respond in writing to the grievant and the Association Grievance Committee giving a decision, including reasons if the appeal is denied.

STEP THREE—If the grievance is not satisfactorily resolved at Step Two, the grievance may proceed to binding arbitration. The Association may submit to the Superintendent a written request on behalf of the Association and the grievant to enter into binding arbitration. If a demand for binding arbitration is not filed within thirty (30) days of receipt of the Step Two decision, then the grievance shall be deemed withdrawn. Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties through mutual selection or from a roster of arbitrators provided by the American Arbitration Association. Within seven (7) days after the Association requests binding arbitration, the two parties will request the American Arbitration Association provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one name shall remain. The remaining name shall be the arbitrator. Expenses for the arbitrator's services shall be borne equally by the District and the Association.

The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in his or her opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him or her in writing by the District and the Association and his or her decision must be based solely and only upon his or her interpretation of the meaning or application of the expressed relevant language of the Agreement. The Board and the Association shall not be permitted to assert in these arbitration procedures any grounds or to rely on any evidence not previously disclosed to the other party.

6.6 **ADDITIONAL ITEMS**

- A. **BYPASS**—By mutual agreement, any step of the grievance procedure may be bypassed. Grievances relating to decisions of the Superintendent or the Board of Education shall be initiated at Step Two of the procedure.
- B. **WITHDRAWAL**—A grievance may be withdrawn at any level without establishing a precedent.
- C. **SETTLEMENT**—By mutual agreement, a grievance may be settled at any step without establishing precedent.
- D. **COSTS OF ARBITRATION**—The fees and the expenses of the arbitrator shall be shared equally by the parties. The parties shall each be responsible for the costs of their own representation. If only one party requests the presence of a court reporter, that party shall bear the costs of the reporter. If only one party requests the postponement of an arbitration hearing, that party shall bear the costs of such postponement.
- E. **COOPERATION**—The District and the Association shall cooperate in the investigation of any grievance.

- F. **HANDLING OF GRIEVANCE**—Any investigation or other handling or processing of any grievance by the grievant or the Association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of the District's employees. However, if during grievance proceedings bargaining unit members are required to be present during the regular work day, these employees shall be released without loss of pay or benefits.
- G. **BAR TO APPEAL**—Failure of a grievant or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.
- H. **OTHER COMPLAINTS**—If the Association or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the District shall not be required to process this same claim or set of facts through the grievance procedure.
- I. **NO REPRISAL**—No reprisals shall be taken by the District against any teacher because of the filing, participation or refusal to participate in a grievance.

VII. NEGOTIATIONS PROCEDURE

- 7.1 **GOOD FAITH BARGAINING**—Both parties agree to negotiate in good faith. "Good faith" shall mean that the parties shall confer at reasonable times and reasonable places with the purpose of making proposals and counterproposals to reach a collectively bargained agreement.

VIII. TEACHER EVALUATION

- 8.1 The primary objective of a teacher evaluation is to improve the quality of instruction.
- 8.2 The present formal evaluative instrument of the District is The Professional Personnel Assessment. A teacher, at the time of initial employment, shall be provided with a copy of this document. Whenever the document is revised, the Board shall provide every District teacher with a copy of the revised document. Other than changes required by law, any changes made by the Board in the procedures or instrument located in The Professional Personnel Assessment will be made only after first receiving input from the P.E.A. concerning recommended changes.

- 8.3 The procedure set forth in The Professional Personnel Assessment pertains to the formal evaluation of classroom teacher performance, and nothing therein shall be construed as prohibiting or limiting the normal day-to-day observation and evaluation of a teacher's general performance as a District employee; nor does this procedure in any way limit or constrict the duties of the District to evaluate employees according to state law.
- 8.4 Any grievance filed relative to this Article shall be limited to violations of the specific procedures contained herein and procedures contained in The Professional Personnel Assessment.
- 8.5 The Board and the Association agree to establish a committee made up of representatives in equal number from the administration and Association. This committee shall assess the current evaluation process and make recommendations to the Board and Association to improve the evaluation process. Mutually agreed upon changes shall be incorporated into a revised Professional Personnel Assessment.

IX. EFFECT OF AGREEMENT

- 9.1 **INDIVIDUAL CONTRACT**—The terms and conditions of this Agreement shall be the terms and conditions of individual contracts of members of the bargaining unit.
- 9.2 **COMPLETE UNDERSTANDING**—The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. All rights, powers, and authority of the Board and/or its administrative staff not specifically limited by the language of this Agreement are retained by the Board. The Board, however, shall take no action which shall violate any of the specific provisions 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 **WAIVER OF ADDITIONAL BARGAINING**—The parties hereby acknowledge that the terms and conditions included in this Agreement represent the full and complete understanding between the parties. The Board and Association, for the life of this Agreement, each waive any obligation to bargain collectively with respect to any subject or matter that may or may not have been known to either or both of the parties at the time this Agreement was negotiated or signed and that any bargaining will be limited to a successor agreement, except that with a written mutual consent of both parties, such matters may be discussed and Agreement modified.
- 9.5 **PRIOR AGREEMENTS**—This Agreement supersedes and nullifies all previous written agreements between the Board and the Association.
- 9.6 **COPIES OF AGREEMENT**—Copies of this Agreement shall be printed and presented to all teachers. The cost of such printing and distribution shall be borne by the Association.
- 9.7 **NO STRIKE**—During the term of this Agreement and any mutual extension thereof, no employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association shall at any time engage in, authorize or instigate any strike.
- 9.8 **DURATION OF AGREEMENT**—This agreement shall be effective August 20th, 2010, and shall continue in effect until August 19st, 2011.

This Agreement was signed and adopted the _____ day of _____, 2010.

For the Association:

For the Board:

President

President

Secretary

Secretary

APPENDIX A

(To Be Prepared by the District)

Beginning with the 2010-2011 school year, the Board will pay 9.4% of each individual teacher's salary to TRS as a portion of the required TRS contributions and each teacher will pay the balance of any required TRS percentage contribution amounts on his/her salary.

Teachers that achieve 20, 25, and 30 years of employment with the Pawnee School District will be rewarded with the following compensations:

20 years	\$500
25 years	\$750
30 years	\$1000