

Northwestern Community Unit School District No. 2

Board of Education

Northwestern Teachers Association

Contract

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ARTICLE I

RECOGNITION

- 1.1 The Board of Education of Northwestern Community Unit School District No. 2, Macoupin County, Illinois (District) hereby recognizes the Northwestern Teachers' Association, IEA-NEA (Association) as the sole and exclusive bargaining representative for all regularly employed full-time and part-time certified personnel exclusive of the Superintendent, Principals, managerial, supervisory and confidential employees and all others excluded by the Illinois Educational Labor Relations Act.

ARTICLE II

NEGOTIATION PROCEDURES

- 2.1 The parties shall commence bargaining for a successor agreement on or before May 1.
- 2.2 Both parties will attempt to agree to ground rules at the first meeting. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals, and to seek tentative agreements. Tentative agreements shall be reduced to writing and initialed by the spokespersons of the respective teams at the meeting in which the tentative agreement is reached. Upon final agreement, the entire contract shall be submitted to the association for ratification and subsequently to the Board of Education.
- 2.3 If deadlock occurs, the Federal Mediation and Conciliation Services shall be contracted for mediation purposes. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. If a replacement is unavailable, or the parties cannot agree, the Illinois Education Labor Relations Board shall be notified.
- 2.4 Within thirty (30) days after the Agreement is signed, copies of this agreement shall be printed or e-mailed at the expense of the Board and presented to each Teacher now employed.
- 2.5 The parties may modify or amend this agreement by mutual consent. Such changes shall be reduced to writing, ratified and signed by the parties, and become an amendment to this contract.

ARTICLE III

GRIEVANCE PROCEDURE

- 3.1 A grievance shall be any claim by the Association or any teacher that there has been a violation or misapplication of terms of this agreement.
- 3.2 All time limits consist of school days, except when a grievance is submitted fewer than ten (10) days before the close of the current school term or when school is not in session. Then time limits shall consist of all business days when the administration offices are open.
- 3.3 The parties hereto acknowledge that it is usually more desirable for any teacher and the teacher's immediately involved supervisor to resolve problems through free and informal communications. When requested by a teacher, an Association Representative may accompany the teacher to assist in the informal resolution of the grievance at an informal conference with the teacher's immediate supervisor. If, however, the informal process fails to satisfy the teacher or the Association, a grievance may be processed as follows:
- 3.3A Step I: The teacher of the Association shall present the grievance in writing within fifteen (15) days from the time the teacher or Association became aware, or should have become aware, of the occurrence of the first event giving rise to the grievance. The written grievances shall set forth the specific claims by contract sections to the immediate supervisor involved, who shall arrange for a meeting to take place within eight (8) days after receipt of the grievance. Such meeting shall include the teacher and an Association Representative. The immediate supervisor shall provide a written response, including reasons for the decision, within ten (10) days of the meeting.
- 3.3B Step II: If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent, or the Superintendent's official designee, within eight (8) days after receipt of the Step I answer. Within eight (8) days of receipt of the appeal, the Superintendent shall schedule a meeting to take place with the teacher, who shall contact an Association Representative. Within ten (10) days of the meeting, the teacher and Association shall be provided with the Superintendent's written response, including the reasons for the decision.
- 3.3C Step III: If the Association is not satisfied with the disposition of the grievance Step II, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). The AAA or the Federal Mediation and Conciliatory Services (FMCS) shall act as an administrator of the proceeding. If a demand for arbitration is not filed within thirty (30) days of the date for the Step II answer, then the grievance shall be deemed withdrawn.

- 3.4A. If the Association and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.
- 3.4B. Class grievances, involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step II.
- 3.4C. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no grievant shall be required to discuss any grievance if the Association's Representative is not present.
- 3.4D. The grievant shall not suffer loss of pay or benefits during the process of a grievance.
- 3.4E. All records related to a grievance shall be filed separately from the personnel files of the teacher. The provisions of this paragraph shall not operate to permit the removal of any records contained in other files of the district. Further, no reprisals shall be taken against an employee for participating in a grievance.
- 3.4F. A grievance may be withdrawn at any level without establishing precedent.
- 3.4G. If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step. Failure of an employee/Association to act on a grievance within prescribed time limits will bar any further appeal.
- 3.4H. By mutual agreement, the Expedited Arbitration Rules of the American Arbitration Association may be used instead of the Voluntary labor Arbitration Rules.
- 3.4I. The fees and the expenses of the arbitrator shall be shared equally by the parties.

ARTICLE IV

TEACHER AND ASSOCIATION RIGHTS

Right To Organize

- 4.1 Teachers shall have the right to organize and to participate in collective negotiations with the Board through representatives of their own choosing for the purpose of improving conditions of service and the quality of the educational environment.

Use of School Facilities

- 4.2 The Board may allow the Association the use of room in a school building of the district from time to time for the purpose of holding meetings of the Association. Meetings related to work stoppage will not be held on school property.
- 4.3 The Association shall be allowed to use the bulletin board placed in the faculty lounge, which is located in each school building, for Association announcements.
- 4.4 The Association may use teacher mailboxes/e-mail for internal Association communications.

Board Meetings

- 4.5 The Co-Presidents of the Association shall be given written notice of all regular and non-emergency special meetings of the Board together with the agenda for the same at least twenty-four (24) hours prior to the scheduled time of the meeting.
- 4.6 Board minutes shall be e-mailed to the Association President within three (3) days after they have been approved.

Right to Membership

- 4.7 Any teacher within the bargaining unit shall have the right to membership in the NTA-IEA-NEA.

Exclusive Rights

- 4.8 The Board agrees to negotiate only with the NTA-IEA-NEA which is the recognized exclusive bargaining representative of the Teachers of the district.

Salary Deductions

- 4.9 The Board shall, upon the written request of any Teacher, withhold from the pay of that employee any dues to the NTA, IEA, and NEA.

Teaching Vacancies

- 4.10 All teaching, extracurricular and extra duty vacancies shall be posted on the bulletin boards in the teacher's lounges of the elementary building and the junior/senior high building prior to the filling of such vacancies. Where practical, vacancies shall be posted for at least ten calendar days prior to being filled.

Seniority

- 4.11 The Board shall prepare, maintain, and post a seniority list. The initial seniority list shall be prepared and posted on the teacher's lounge bulletin boards in the elementary and secondary buildings by February 1st each year. A copy of the initial seniority list, and subsequent revisions, shall be furnished to the Association. Once a teacher has entered upon contractual continued service, the length of seniority shall be computed from the first day upon which duties were performed in their first probationary year. However, nothing in this section shall be construed as conferring rights of seniority on probationary teachers.

Staff Involvement on Advisory Committees

- 4.12 To the extent the Board is required by law to establish a parent-teacher advisory committee on student discipline, the Board shall have teachers serving on said committee. The Association will submit names of teachers for service on such committee.
- 4.13 Prior to the Board making any changes in the evaluation plan, the Association shall be allowed input orally or in writing. If a committee is convened to make revisions, the Association shall provide teacher members to serve on said committee to provide oral or written input.
- 4.14 Prior to the adoption of the annual school calendar by the Board of Education, the Board shall allow oral or written input from the Association.
- 4.15 The Board and Association shall convene a liaison committee composed of three (3) teachers selected by the Association and three (3) board members selected by the Board. The committee shall consider faculty input into the development and reform of the curriculum and issues of labor-management relations of the District. This committee shall not be limited to the discussions of curriculum and labor management relations and may discuss any other topics with the purpose of school improvement. The committee shall meet at least once per quarter beginning in September, unless otherwise mutually agreed upon by both parties. Formal recommendations from the liaison committee will be submitted to the Board of Education.
- 4.16 The administration shall develop a faculty handbook which will cover the following topics: evaluation forms and procedures, safety & welfare plans, and other topics which they deem necessary. The association will have a representative from each building to review the handbook. Their suggestions will be taken into consideration before a final handbook is formed. The administration shall distribute handbooks to each employee on or before the first day of school each calendar year. The association will be notified before changes are made to the handbooks. It is the administration's responsibility to get copies of changes to all employees within thirty days of any changes.

- 4.17 Just Cause Discipline. No tenured teacher shall be suspended without pay without just cause. This does not apply to any Stipend Schedule positions.

ARTICLE V

LEAVES AND ABSENCES

Sick Leave

- 5.1 Full-time teachers shall receive twelve (12) sick days per year for use in the event of personal illness, quarantine at home, death or serious illness in the immediate family. Sick leave may be accumulated to the amount allowable by TRS. The immediate family shall be defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parent-in-law, brothers-in-law, sisters-in-law, legal guardians, and step parents. The Board will maintain records of the employee's sick leave and notify each teacher of the number of accumulated sick days.

Donation of Sick Days

- 5.2 If the need should arise, due to a serious illness or injury of a teacher or teacher's immediate family, other teachers will be allowed to donate sick days to the affected teacher once he/she has used all sick days and personal days, with the Board of Education approval.

Maternity Leave

- 5.3 Sick leave shall be available for such periods in which a teacher is temporarily disabled due to pregnancy or pregnancy related causes. In the event a teacher has exhausted all accumulated sick leave and remains disabled, the teacher may request and shall be granted non-paid leave of absence for the remainder of the period of disability not to exceed the remainder of the school year.

Child Care and Adoption Leave

- 5.4 Teachers may request unpaid leave for new born child care or leave due to the adoption of a child. Such leave may be granted within 12 months of the birth or adoption of a child on a case by case basis. Any such leave granted shall be attributed to any days of leave which may be available under the Family Medical Leave Act.

Jury Duty

- 5.5 A teacher called to jury duty or subpoenaed to appear in Court in a matter arising out of the Teacher's employment in the district, or where the teacher is not a defendant, shall receive full salary for each day of service less all jury and subpoena fees paid to the teacher.

Leave of Absence

- 5.6 Each teacher may request unpaid leave of absence for any purpose or duration which may be granted or denied by the district on a case by case basis. Seniority shall not be lost or accrued while on leave of absence. However, teachers who are granted unpaid leaves of absence for the purpose of obtaining additional education shall continue to accrue seniority while on such leave.

Personal Days

- 5.7 Full-time teachers shall receive Three (3) personal leave days per year for the purpose of transacting business which cannot be transacted when school is not in session. No such day shall be granted before or after Thanksgiving, Christmas, or any Easter (spring) break, or during the first week of school or the last one week of school unless prior approval is given by the Superintendent. At the election of the teacher, unused personal days may be accumulated as sick leave or may be paid in the June paycheck at the then current daily substitute rate. Request for payment of personal days must be filed in the Superintendent's office by 9:00 a.m. on the last day of student attendance. If request is not filed by the established deadline, payment option will be forfeited.

Professional Leave

- 5.8 Teachers may request professional leave for attendance at conferences or seminars in education. Such requests shall be considered by the District on a case by case basis. Professional leave may be requested by the teacher for:
1. Attendance at conferences, workshops, or seminars in education pertaining to the teacher's assigned subject area, extra-duty assignments, and/or recertification requirements, or to obtain or maintain highly qualified status.
 2. To visit other schools, view instructional techniques or programs, view new classroom or teaching-related equipment, or to observe exemplary programs related to the teacher's field. If approved, The District shall pay all expenses related to the professional leave.

Bereavement Leave

- 5.9 Teachers may use up to (3) bereavement days, per incident, for absence due to death of a member of the immediate family. "Immediate family" is defined in the same manner as for sick leave in this Article V.

Association Leave

- 5.10 In the event the Association desires to send employee representatives to a local, state or national conference or workshop, such person(s) shall be excused without loss of salary or use of any other type of leave, provided the total number of days for all employees does not exceed three (3) days per year. Notice of absence shall be provided by the Association president to the building administrator at least three (3) days prior to the leave day. The expense of the Association leave is the responsibility of the Association with the exception of the cost of a substitute for the teacher.

ARTICLE VI

GENERAL CONDITIONS

Length of Work Day

- 6.1 The teacher's school day in each attendance center shall begin twenty (20) minutes before the first class in the morning and shall end when the buses leave the High School lot.
Teachers with a doctor or dentist appointment, with prior approval from their building principal, may be allowed to leave before the buses leave the Junior and Senior High Parking Lot.

- 6.2 Teachers will not be required to remain past the normal teacher's day except for:

Emergency Situations

Committee Meetings

Detention Duty

Teacher Meetings

Parent/Teacher Conferences

In addition, Elementary teachers will be expected to attend Open House and the Spring and Christmas programs.

- 6.2 A Teachers will be allowed to leave after the buses have left the high school parking lot on early dismissal days due to weather conditions or safety conditions

- 6.3 In reference to 6.1, teachers who work additional hours on specified committees/teams will be compensated with additional personal days. The following criteria must be met to obtain additional days:
- a. Each additional fourteen (14) hours on specified committee/team will equal 1 personal day. No partial days will be given.
 - b. Teachers will be allowed a maximum of two (2) additional personal days per year.
 - c. Qualifying committees include: Response to Intervention Team (RTI), Positive Behavior Intervention System committee (PBIS), Crisis Prevention and Intervention Team (CPI), and any committee deemed eligible by the Superintendent)
To obtain additional days the following process must be followed: (As determined by the administration)
- 6.4 Teachers engaged in summer training/in-service approved by the district will be paid a daily rate equivalent to substitute pay.

Lunch Period

- 6.5 Each teacher shall be permitted a duty-free lunch period equal in length to the student lunch period, but in no case, less than thirty (30) minutes.

Teaching Duties/Teaching Load

- 6.6 Each Junior and Senior High School teacher will have a preparation conference period each day equal to the length of one student class period and no more than 6 class preparations a day, excluding special education staff.

If a teacher is required to supervise a classroom of student(s) during his/her preparation period, then said teacher will be compensated at the rate of \$20.00 per hour

Driver education instruction provided outside of the work day will be compensated \$20.00 per teaching session.

- 6.7 Each Elementary teacher shall have a preparation conference period each day during the times students are absent or participating in art, music, P.E., recess or other such activities unless the principal determines that an emergency exists.

If an elementary teacher is required to supervise a classroom of students during his/her preparation period, then said teacher will be compensated at the rate of \$10.00 per class period.

Employee Evaluation

- 6.8 The purpose of teacher evaluation is to promote professional development, to assess performance, to recognize instructional excellence, and to provide information, support and assistance to the Board and to the teachers in their efforts towards professional growth and improvement. All evaluations shall be preceded with a pre-conference and followed with a post-conference. The pre-conference shall be prior to the evaluation. The post-conference shall be no more than ten (10) school days following the evaluation.

Notification of Assignments

- 6.9 Teachers shall be notified of changes in their tentative teaching assignments for the following year by July 1. Should an emergency exist or a situation occur after the end of the school year where assignment changes would be in the best interest of the educational program as determined by the Administration, the teacher shall be notified as soon as practical. This provision shall not prevent a teacher from requesting a change of assignment.

Salary Schedule Placement

- 6.10 Teachers transferring into the District shall be given credit on the salary schedule of the District for up to eight (8) full years of experience, Step 7 on the salary schedule, as a certified teacher.
- 6.11 Teachers shall be awarded 6 credit hours on the salary schedule and a one-time stipend of \$500 upon their achievement of certification from the National Board for Professional Teaching Standards and Master Teacher Certification awarded by the Illinois Teacher Certification Board.
- 6.12 Early Retirement Incentive

Teachers with twenty or more years of service in the district are eligible to receive additional benefits under the terms of this Early Retirement Incentive (ERI). A teacher may receive this ERI if he or she retires at the first of the following to occur:

- (1) at the end of the school year (July 1 – June 30) in which he or she first accumulates at least thirty-five years of creditable service in the Teachers Retirement System (TRS) and is 55 years of age or more; or
- (2) at the end of the school year in which the Teacher reaches age 60.

The incentive is not available unless the teacher can retire without obligating the teacher or the District to pay a penalty to TRS including, but not limited to, ERO employer or member contributions. In addition, the teacher's effective retirement date must occur at the end of the school year in which the teacher is first eligible for a non discounted annuity from TRS so that the additional compensation remains an incentive to retire early rather than a mere severance payment. In determining these dates, teachers must consider and utilize all of their available sick leave for creditable service purposes in TRS as well as any available service credit obtained from other pension systems.

In order to receive the additional compensation available under this Early Retirement Incentive, eligible employees must deliver a non-revocable letter of resignation without contingency to the Superintendent no later than June 30th of the school year which is either 36, 24 or 12 months prior to retirement. The letter of resignation must reference an intent to retire under this Early Retirement Incentive and be accompanied by the TRS member requested "Personal Statement of Benefits" and a "Benefit Estimate" indicating total years of service.

Teachers who elect to receive this Early Retirement Incentive by submitting a timely resignation as provided above shall be entitled to an increase in salary during the final year(s) of employment. Such Teachers will be removed from the salary schedule and extra-curricular salary schedule during their final year(s) of employment and will be paid according to one of the following three options:

- (1) If the resignation is received on or before the June 30th which is 36 months prior to retirement, the teacher's TRS Creditable Salary for the last three years of employment shall increase by 106% of previous year's earnings.
- (2) If the resignation is received on or before the June 30th which is 24 months prior to retirement, the teacher's TRS Creditable Salary for the last two years of employment shall increase by 106% of previous year's earnings.
- (3) If the resignation is received on or before the June 30th which is 12 months prior to retirement, the teacher's TRS Creditable Salary for the last year of employment shall increase by 106% of previous year's earnings

The district shall endeavor to spread the increase throughout the school year. However, the district retains the right to make necessary adjustments to periodic pay during the years of the retirement incentive to insure that the total received by the Teacher is consistent with this Section. For purposes of this Section, a Teacher's "TRS Creditable Salary" means the Teacher's base salary together with all other amounts from all sources which are creditable earnings under TRS rules.

Teachers who discontinue an extra-duty assignment in either the year preceding the year of retirement or the year of retirement shall have their yearly increase for that year reduced by the amount of pay for the extra duty assignment.

In the event that a teacher's resignation date contemplates use of sick leave benefits for creditable service purposes and the teacher subsequently uses all or a portion of his or her available sick leave days and does not have enough remaining sick leave days available upon the originally selected retirement date to retire without discount, the teacher's resignation shall be automatically revoked and the teacher shall, subject to his or her health condition, continue employment until such time that he or she is eligible to retire at the end of a school year without a discounted annuity.

If a teacher receives benefits under this incentive and subsequently fails to retire when originally contemplated due to any of those reasons outlined above, such teacher shall be obligated to reimburse the district for the amount of the incentive less what the teacher would have received had the teacher not elected the retirement incentive. If the amount is not reimbursed immediately or some mutually acceptable reimbursement schedule cannot be agreed upon, the district is authorized to make deductions from subsequent paychecks in the maximum amount of 5% of the initial deficiency balance until the amount is paid in full. Any amount remaining upon retirement shall be paid to the district within 30 days. Subsequent availability and amount of the any retirement incentive following revocation shall be negotiated between the Board and Association.

Notwithstanding the general eligibility rules set forth above, any teacher who will qualify for a non discounted retirement annuity (without application of ERO) on or before June 30, 2010, shall be eligible to receive up to a three year incentive as set forth above by submitting his or her non-revocable letter of resignation-prior to December 1, indicating an intention to retire at the end of any school year.

In the event the Illinois Pension Code, regulations promulgated by TRS, or TRS interpretations are made, changed or modified during the effective period of this Agreement and such interpretations or modifications have the effect of requiring employer or member contributions under this ERI, this incentive shall be null and void and the parties shall engage in mid-term bargaining to amend this ERI in such a way that no employer or member costs shall be incurred.

Pay Period and Contributions

- 6.13 At the beginning of the school year, each employee will have the option of direct deposit or receiving a paper check. Payroll checks will be distributed on the 13th and 26th of each month unless payday falls on a bank holiday, holiday or weekend. In such case the checks will be distributed/direct deposited before the bank holiday, holiday or weekend. During June and July checks will be mailed on the 13th and 26th, with the written request of the employee.

Earning Graduate Hours

- 6.14 Teachers who earn credit hours will be advanced on the salary schedule, provided the following requirements have been met.
 - 6.14A The teacher shall present a request for a course subject to approval by the Superintendent in advance.
 - 6.14B The Superintendent shall have the discretion to approve or deny requests provided that such decision shall be in writing. Any denial shall be explained in writing within ten (10) days of submission of the request.
 - 6.14C If the course meets the criteria of step 2, the District will reimburse the teacher in the amount of \$120 per semester hour, up to twelve (12) semester hours per year.
 - 6.14D After advance course approval and the course is taken, the following conditions must be made prior to the teacher receiving the appropriate salary schedule placement.
 - 6.14E A copy of a grade card or transcript from the school demonstrating successful completion must be on file in the District's Administration Office no later than September 15th for the first semester.
 - 6.14F Teachers shall advance on the appropriate earned step on the salary schedule at the beginning of the year.

Emergency School Closing

- 6.15 The Administration will update personal phone information for employee phone tree during the 1st week of the school year Personnel directory will be distributed electronically along with a hard copy in each teachers' lounge no later than September 15.
- 6.16 The Superintendent or designee will initiate the phone tree /School Reach as early as practical on those days when a decision has been made not to open school.

Waivers to the School Code

- 6.17 The Board shall notify the Association upon submission of any application for waivers to the School Code. The Association shall have the right to negotiate the impact of all waivers granted to the Board.

Building Committee

- 6.18 The Board and Administration acknowledge that clean and safe physical facilities are vital to the conduciveness of a quality educational environment.
- 6.19 The Board Building Committee will meet with three (3) representatives of the Association, twice (2) each year, on or before September 15 and January 15, to consider and review building cleaning and repair practices, as well as suitable classroom equipment. This Committee will submit its report back to the Board at the next Board meeting following each of the two Committee meetings. The Board shall decide what action to take.

Assistance for Control and Discipline of Students

- 6.20 The Board recognizes that the control and discipline of students is vital to a school atmosphere conducive to a quality education. Therefore, the Board will enact policies and procedures with the objective to support and assist teachers in the maintenance of control and discipline of students in their assigned work area.

Insurance

- 6.21 The Board will pay a premium up to \$400 monthly for individual health insurance for school year 2010-2011; up to \$420 for the 2011-2012 school year; and up to \$440 for the 2012-2013 school year. Insurance benefits for full coverage means that an employee work full time. In other situations the employee insurance shall be paid on a pro-ration based upon percentage of day worked. The present held annuities will continue to be paid by the Board in lieu of health insurance rate.
- 6.22 The Board will pay 100% of the individual life insurance premium for all bargaining unit members.

TRS Contributions

- 6.23 In addition to the salary paid to the Teacher by the Board, the Board shall also pay an amount to Teachers Retirement System toward the employee's TRS required contribution. The agreed upon amount of this payment shall be 9.4% of the gross salary (including employee TRS contribution) paid by the Board to the Teacher and TRS. (The compounded amount of the TRS contribution is 10.37527% of the net pay of the Teacher).

ARTICLE VII

NO STRIKE

- 7.1 During the term of this Agreement, no employee covered by this Agreement nor the Association, nor any person acting on behalf of the Association shall engage in any strike.

ARTICLE VIII

TECHNICAL CLAUSES

Duration

- 8.1 This Agreement shall become effective on the 1st day of July, 2010 and continue until the 30th day of June, 2013.

Complete Understanding

- 8.2 The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. Said terms and conditions may be modified only through the mutual written consent of the parties.

Savings Clause

- 8.3 Should any article, section, or clause of this Agreement be declared illegal by a court or competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement.

Board of Education President

Northwestern Teachers' Association

Board of Education Secretary

Northwestern Teachers' Association