AGREEMENT

BETWEEN

BOARD OF EDUCATION
PANHANDLE COMMUNITY UNIT SCHOOL DISTRICT #2

AND

PANHANDLE TEACHERS' ASSOCIATION, IEA-NEA

2016 - 2018
<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>II</td>
<td>NEGOTIATIONS PROCEDURE</td>
<td>2</td>
</tr>
<tr>
<td>III</td>
<td>GRIEVANCE PROCEDURE</td>
<td>3</td>
</tr>
<tr>
<td>IV</td>
<td>EMPLOYEE AND ASSOCIATION RIGHTS</td>
<td>6</td>
</tr>
<tr>
<td>V</td>
<td>FORMAL EMPLOYEE CLASSROOM EVALUATION PLAN</td>
<td>11</td>
</tr>
<tr>
<td>VI</td>
<td>JOB SECURITY</td>
<td>12</td>
</tr>
<tr>
<td>VII</td>
<td>LEAVES OF ABSENCE</td>
<td>13</td>
</tr>
<tr>
<td>VIII</td>
<td>WORKING CONDITIONS</td>
<td>15</td>
</tr>
<tr>
<td>IX</td>
<td>SALARY AND FRINGE BENEFITS</td>
<td>20</td>
</tr>
<tr>
<td>X</td>
<td>BOARD RIGHTS</td>
<td>23</td>
</tr>
<tr>
<td>XI</td>
<td>EFFECT OF AGREEMENT</td>
<td>24</td>
</tr>
<tr>
<td>A</td>
<td>SALARY SCHEDULE</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>EXTRA DUTY ASSIGNMENT PAY</td>
<td></td>
</tr>
</tbody>
</table>
ARTICLE I

RECOGNITION

1.1 The Board of Education of Panhandle Community Unit School District #2, Raymond, Illinois, hereinafter referred to as the "Board," hereby recognizes the Panhandle Teachers Association IEA-NEA, hereinafter referred to as the "Association," as the exclusive and sole negotiation agent for all full and part-time certified teaching personnel (part-time being defined as teaching 50% or more) in bargaining unit assignments, including certificated counselors and librarians, and excluding: Mid-State Special Education Teachers, Superintendent, full-time and part-time Principals, and other administrative, managerial, supervisory personnel having the authority to hire, transfer, assign, promote, discharge, evaluate, or discipline other employees or having the responsibility to make other recommendations thereon.

1.2 Part-time teachers shall be included in the bargaining unit, but their benefits shall be pro-rated consistent with their fractional employment status.

1.3 The Board shall not bargain or negotiate with any individual employee represented by the Association.
ARTICLE II

NEGOTIATIONS PROCEDURE

2.1 The parties shall commence bargaining for a successor agreement on or before June 15, as per the Illinois Educational Labor Relations Act and its Rules and Regulations.

2.2 Either party may request mediation (the point when neither party will compromise their position in any way), at which time the Federal Mediation and Conciliation Service shall be contacted to assist in resolution of the negotiation. Should FMCS be unavailable within thirty (30) days, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified within ten (10) calendar days.
ARTICLE III

GRIEVANCE PROCEDURE

3.1 DEFINITIONS - a Grievance shall be:

3.1.1 Any claim by the Association or any employee that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement.

3.1.2 All time limits consist of school days. Except when a grievance is submitted fewer than ten (10) days before or after the close of the current school term, then time limits shall consist of all week days.

3.2 PROCEDURES - The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, a local association member may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

3.2.1 Step I - The grievance must be presented in writing to the immediately involved supervisor, within ten (10) working days of the date of the event giving rise to the grievance, who will arrange for a meeting to take place within five (5) working days after the receipt of the grievance. The Association's representative (optional), the grievant, and the immediately involved supervisor shall be present for the meeting. Within five (5) working days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reason(s) for the decision.

3.2.2 Step II - If the grievance is not resolved at Step I, then the employee, or the Association, may refer the grievance to the Superintendent or the Superintendent's official designee within five (5) working days after receipt of the Step I answer. The Superintendent shall arrange with the Association representative for a meeting to take place within five (5) working days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) working days of the meeting, the Association shall be provided with the Superintendent's written response, including the reason(s) for the decision.

3.2.3 Step III - If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to the Panhandle Community Unit District #2 Board of Education. The Board will have ten (10) calendar days to resolve the grievance.
3.2.4 Step IV - If the Association is not satisfied with disposition of the grievance at Step III, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties may use AAA, FMCS, or a mutual selection to determine an arbitrator. If a demand for arbitration is not filed within thirty (30) calendar days of the date for the Step III answer, then the grievance shall be deemed withdrawn.

3.2.4.1 Neither the Board of Education nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which has not previously been disclosed to the other party.

3.3 BYPASS TO SUPERINTENDENT - 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.

3.4 BYPASS TO ARBITRATION - If the Board and the Association agree, a grievance may be submitted directly to arbitration.

3.5 TIME LIMITS - Time limits may be extended with the consent of both parties.

3.6 CLASS GRIEVANCE - 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 as Step III.

3.7 GRIEVANCE WITHDRAWAL - A grievance may be withdrawn at any level without establishing precedent.

3.8 NO WRITTEN RESPONSE - The failure of a teacher or the Association to appeal 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.

3.9 AAA RULES - Upon mutual agreement of the parties, the Expedited Arbitration Rules of the American Arbitration Association may be used instead of the Voluntary Labor Arbitration Rules.

3.10 The fees and the expenses of the arbitrator shall be shared equally by the parties. All other costs shall be paid by the party which incurs them.

3.11 RELEASED TIME - Should the arbitration hearing or step meeting require that the grievant and/or the Association representative be released from their regular assignment, the grievant and/or the Association representative shall be released without loss of pay or benefits.
3.12 FILING OF MATERIALS - All records related to a grievance shall be filed separately from the personnel files of the employees.

3.13 No reprisals shall be taken by the employer against any employee because of the employee's participation in a grievance.
ARTICLE IV
EMPLOYEE AND ASSOCIATION RIGHTS

4.1 PARENTAL COMPLAINTS - With regard to complaints, information and/or materials received by the District from a parent relating to employee misconduct, the following shall apply:

4.1.1 The parent of any District student who has a complaint concerning an employee shall address and seek a mutual resolution of such complaint with the employee. The parent may request that a building administrator be present during any such meetings with the employee. If the parent is uncomfortable about addressing the complaint with the employee, then a building administrator shall do so on the parent’s behalf. For good cause as determined by the Building Principal and the employee, an employee may be excused from meeting with the parent, and a building administrator shall do so on the employee’s behalf. Whenever a meeting is convened concerning a parent complaint, the employee may elect to have an Association representative present during the meeting. The Association representative’s role is to document the proceedings as a neutral observer.

4.1.2 If a meeting is held and the complaint is not resolved, then the complaint will be reduced to writing by the administration with copies provided to the employee and the employee’s immediate supervisor. The employee may make a written response to such complaint which shall be attached to the District’s copies of such complaint. In such cases, the administration shall take corrective and/or disciplinary measures, if warranted, in order to resolve the complaint.

4.1.3 Complaints which are determined to be false or are not substantiated shall not be referenced in the employee’s personnel file nor used in any current or subsequent evaluation or disciplinary action concerning such employee.

4.2 PHYSICAL ASSAULT ON A TEACHER - A teacher shall promptly report to his/her building Principal, or other person designated by the Superintendent, any alleged case of physical assault on such teacher while performing his/her assigned duties. If the States Attorney decides to prosecute said person, the teacher shall be released from his/her assigned duties while testifying without loss of salary.

4.3 DUES DEDUCTION - The district will withhold IEA - NEA and local Association dues from the individual employee’s pay check and forward this money to the Association upon authorization from the employee. The open period for members to make changes is August 1st – August 31st.

4.4 USE OF SCHOOL MAIL - The Association members will be allowed to use their school mail boxes and e-mail for the distribution of information regarding Association business, meetings, and programs. Should this article be deemed illegal by a court of
competent jurisdiction, it shall become null and void.

4.5 USE OF SCHOOL EQUIPMENT AND FACILITIES - The Association will be allowed to use equipment and school facilities for local meetings before or after school if it does not interfere with normal school operation. The Association will pay for consumable materials it uses.

4.6 The Board shall make available to the Association President the following documents and kinds of information as they are received, completed, or compiled, or as otherwise indicated:

1) Official minutes of the Board of Education meetings;
2) Annual school auditor's report and Management Letter;
3) Current fiscal year budget;
4) Information, statistics, and records which may be relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement, as requested by the Association, as are open to the public by law;
5) Budget summaries when changes occur.

4.7 BOARD AGENDA - One (1) copy of the Board of Education's agenda will be delivered to each school's Building Representative and the Association President by e-mail and/or inter-school mail at least two (2) work days prior to each Board of Education meeting. It is the Association's responsibility to notify the Superintendent as to the name of the new president and each new building representative for the coming year. After the Association receives the agenda, the superintendent will be available to discuss any agenda item.

4.8 BOARD MEETINGS - The Association may address the Board at a regularly scheduled meeting on a topic of interest to the Association. Such topics shall be presented to the Superintendent five (5) calendar days prior to the Board meeting. If a topic is deemed urgent by the Association, this time limit can be waived. Communications to the Board shall be made known in writing to the superintendent; communications to the Association shall be made through the Association president.

4.9 PERSONNEL FILE - The contents of the personnel file, and teacher access to it, will be according to Board rules consistent with Public Act 83-1104, Personnel Records Act.

4.10 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, each bargaining unit member, as a condition of his/her employment, on or before September 15, or within thirty (30) calendar days of hiring, if hired after September 1, shall join the Association or pay a fair share fee to the Association equivalent to the amount of fees uniformly required of members of the Association, including local, state, and national fees.
4.10.1 The Association will post the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the IELRB.

4.10.2 The Association will annually certify in writing to the Board the amount of such fair share fees and will annually certify in writing to the Board that such notice has been posted.

4.10.3 COMMENCEMENT OF DEDUCTIONS - The Board shall begin such fair share fee deduction no earlier than fourteen (14) days (or any later period as required by the Rules and Regulations of the IELRB) after certification by the Association as described in Section 4.10.

4.10.4 INDEMNIFICATION - The Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions. The Board shall promptly notify the Association there is any lawsuit or other legal challenge to provisions of this Article and the Association, upon such notice being given, shall have the right to designate legal counsel to defend such action; provided, however, the Board shall have the right to designate its own legal counsel in any such legal proceedings, subject to the approval of the Association, which approval shall not be unreasonably withheld, if such designation becomes necessary to protect its own interest, with the understanding that these indemnification provisions shall cover the cost of such representation.

4.10.4.1 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

4.10.4.2 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 appellate levels; and

4.10.4.3 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.

4.10.5 FEE OBJECTIONS - In the event a teacher objects to the amount of such fee, the Board shall continue to deduct the fee and the Board shall transmit the fee (or the portion of the fee in dispute) to the IELRB which shall hold the fee
in escrow in an account established for that purpose. The Board shall continue to transmit such fee to the IELRB until further order of the IELRB. If the teacher is entitled to a refund, the teacher shall receive such refund plus any interest earned on the refund during the pendency of the action.

4.10.6 RELIGIOUS OBJECTIONS - If a non-member teacher declares the right of non-association based upon bona fide religious tenets such teacher shall have deducted an amount equal to the teacher’s proportionate share of Association fees. The Association will make payment to a non-religious charitable organization agreed upon by the teacher and the Association. If the teacher and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in connection with its rules.

4.11 BOARD RESPONSIBILITY AND ASSISTANCE – The board recognizes its responsibilities to support and assist employees with respect to the maintenance of control and discipline in the classroom. Whenever in the judgement of the certified teacher with the approval of administration that a particular pupil requires the attention of special teachers, special counselors, social workers, law enforcement personnel, physicians, other professional persons, reasonable steps will be taken to assist the employee with respect to such pupil.

4.11.1 TEACHERS RIGHTS TO EXCLUDE A STUDENT FROM CLASS – A teacher may exclude a pupil from a class period when he/she violates board regulations for student discipline. When a pupil is excluded by a teacher, the student shall be sent from the classroom to building administrative office and the problems shall be referred for solution to the building Principal or his/her designee.

4.11.2 EMPLOYEE RIGHTS AND BOARD ASSISTANCE – The employee has the right and the responsibility to maintain a reasonable standard of orderly behavior in his/her classroom, and to use reasonable force to maintain safety for the other students, school personnel or persons or for the purpose of self-defense or for the defense of property. Employees have all board assistance in any assault cases while the employee is performing his/her assigned duties and in any assault cases that are school related. The board assistance shall consist of:

4.11.2.1 Notification Incident – Notifying the proper authorities (police or sheriff) once the incident has been reported to the building Principal and the Superintendent.

4.11.2.2 Legal Counsel – Consultation by the board’s attorney with the teacher in outlining the teacher’s legal rights and alternative course of action.
4.11.2.3 Suspension of Student – Any student(s) committing an assault and/or battery on an employee shall be dealt with in accordance with the district disciplinary policy.

4.11.3 EMPLOYEE RIGHTS AND BOARD RESPONSIBILITIES – After following the board approved district crisis response plan an employee shall not be subjected to discipline because of:

   a. Notifying the proper authorities (police or sheriff) an assault of an employee
   b. Filing charges against a student
   c. Notifying DCFS of suspected neglect and/or abuse.
ARTICLE V

FORMAL EMPLOYEE CLASSROOM EVALUATION PLAN

FORMAL EVALUATIONS SHALL BE CONDUCTED OPENLY AND WITH FULL KNOWLEDGE OF THE TEACHER

5.1 Each tenured teacher will be evaluated at least once every other year according to the current agreement between the Board of Education and the Panhandle Teachers' Association.

5.2 Each teacher will be evaluated through personal observation in the classroom and appropriate school settings by the building Principal.

5.3 Evaluators for Panhandle Community Unit School District #2 include the superintendent and the building Principals. These administrators must be qualified and trained in evaluation.

5.4 An evaluation conference with the teacher will be held within ten (10) working days after the formal evaluation.

5.5 The teacher will have an opportunity to attach a written response to the evaluation.

5.6 Upon completion of the evaluation, copies of each teacher's evaluation and the teacher's self-evaluation will be placed in that teacher's personnel file and the teacher will be provided a copy of the Principal's evaluation.

5.7 The evaluator must provide "specification" on the teacher's "strengths and weaknesses" and must give supporting reasons for the comments made.

5.8 All other provisions of this section will be pursuant to the Illinois School Code and ISBE Part 50.

5.9 Any conduct observed during informal evaluations of a teacher by the evaluator that is considered "unsatisfactory" or "needs improvement" and will be included in the formal evaluation, shall be reduced to writing, and given to the teacher within ten (10) days.
ARTICLE VI

JOB SECURITY

6.1 The Board shall, in consultation with the Association, each year establish a continuous service list which shall include the names, date of employment, types of certificates held, positions qualified to teach, and teaching positions held within the district. At the time the list is developed an appeals procedure will be established in the event that errors are discovered in the initial list by employees.

6.2 All other provisions of this section will be pursuant to the Illinois School Code.
ARTICLE VII

LEAVES OF ABSENCE

7.1 SICK LEAVE - BEREAVEMENT LEAVE - The Board shall grant all certified teachers twelve (12) days of leave at full pay each school year for sickness and/or bereavement. If any teacher or employee does not use the full amount of annual leave allowed, the unused amount shall accumulate to an unlimited number.

7.1.1 Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness in the household of the immediate family. The immediate family shall be interpreted to mean parent, husband, wife, child, grandparent, mother-in-law, father-in-law, sister, brother, brother-in-law, sister-in-law, grandchildren, uncle, aunt, niece, nephew, and legal guardian.

7.1.2 Planned sick days-doctor, dentist, etc.-must be taken in ¼, ½, ¾, or full day increments.

7.1.3 Bereavement Leave - shall be granted in case of the death of a spouse, parent, child, (half, step, foster), grandparent, in-law, sibling (half, step, foster), aunt, uncle, niece, or nephew. Staff may use sick leave to attend a non-family member funeral if personal/emergency leave has been exhausted.

7.1.4 Any teacher who has accumulated 120 sick days at the end of the preceding year will be granted fifteen (15) sick days per year instead of 12.

7.2 PERSONAL EMERGENCY LEAVE - An absence of three (3) days per year may be used for personal business. When a teacher wants to use a personal day, the request will be made to the administration three (3) days in advance if and when possible. Personal leave may not be taken the first day or last day of the school calendar unless approved by the Superintendent. Personal leave may not be taken on days when final exam work or state tests are scheduled, or when special teacher programs (institute, SIP, or parent teacher conferences) are scheduled. Personal leave must be taken in ¼, ½, ¾, or full day increments. The Superintendent may waive these requirements. Unused personal leave days will be accumulated up to five (5) days. Any unused personal leave days in excess of five (5) shall convert to sick days. No more than three (3) days may be used consecutively.

7.3 LEAVE OF ABSENCE - The Board, upon written request, may grant a leave of absence to a tenured teacher, in compliance with provisions of the State Code of Illinois. Written requests for leaves of absences without pay shall be made at least two months before the leave is desired.
7.4 MATERNITY/PATERNITY/CHILD REARING LEAVE - All requests for such leave will be presented in writing to the Superintendent for presentation to the Board. Reasons for requesting the leave will be stated in the request.

7.5 JURY DUTY - Teachers called to serve as jurors or subpoenaed to appear in a court of law shall be excused from school duty without loss of pay or benefits provided the teacher reimburses the Board for any jury pay received not to include meals, mileage, parking and hotels.

7.6 ASSOCIATION LEAVE - In the event that the Association desires to send representatives to a state or national conference, these representatives shall be excused. The Association shall be limited to a maximum of four (4) days per school year. Two (2) Association leave days shall be at no cost to the Association. The remaining two (2) days, the Association shall reimburse the District for the cost of the substitutes. No more than two (2) teachers shall be excused for said leave. Notification of such leave shall be submitted in writing at least ten (10) days in advance of the date of the leave.

7.7 PROFESSIONAL LEAVES - Requests for attendance at workshops, conventions, meetings, or athletic clinics, including registration fees, will be submitted through the building Principal and pre-approved by the Superintendent.
ARTICLE VIII

WORKING CONDITIONS

8.1 CALENDAR - The Calendar Committee, consisting of a representative from each building and the Superintendent, shall work together to propose a calendar for the coming school year. This calendar shall be submitted to the Board for approval. The school calendar shall not exceed one hundred eighty (180) employee work days for employees under regular contract. The Board may schedule emergency days but in no event shall an employee be required to work more than 180 days without extended contract pay.

8.2 IN HOUSE SUBSTITUTION - When required by the administration, In-House Substitutes will be reimbursed at $25.00 per period or pro rata.

8.3 TEACHING ASSIGNMENTS -

8.3.1 Teachers will be notified of their tentative teaching assignments within thirty (30) days after the last day of school.

8.3.2 Teachers will be made aware of their tentative transfer or reassignment and will be given the opportunity to discuss it with the administration.

8.3.3 An employee who is involuntarily transferred can request to be released from his/her contract upon written notice by employee.

8.3.4 All teachers in grades 6-12 in the district are covered. A normal teaching load will be no more than six academic classes and no more than one supervisory assignment per day. Any assignment that requires a teacher to prepare for and teach is to be considered a class. If there is a need for a teacher to assume more than the above-named responsibilities, the teacher and the administration must agree to the assignment.

Possible Teaching Assignments:

<table>
<thead>
<tr>
<th>Time</th>
<th>Periods</th>
<th>Classes</th>
<th>SV</th>
<th>Prep</th>
<th>Addt. Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:05-3:00</td>
<td>8</td>
<td>6</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>8:05-3:00</td>
<td>8</td>
<td>7</td>
<td>0</td>
<td>1</td>
<td>1/8</td>
</tr>
<tr>
<td>7:10-3:00</td>
<td>9</td>
<td>7</td>
<td>1</td>
<td>1</td>
<td>1/7</td>
</tr>
<tr>
<td>7:10-2:15</td>
<td>8</td>
<td>6</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>7:10-2:15</td>
<td>8</td>
<td>7</td>
<td>0</td>
<td>1</td>
<td>1/8</td>
</tr>
<tr>
<td>7:10-3:00</td>
<td>9</td>
<td>7</td>
<td>0</td>
<td>2</td>
<td>1/8</td>
</tr>
</tbody>
</table>
8.4 VACANCIES WITHIN THE DISTRICT - Teachers within the school district will have the opportunity to apply for vacancies which occur within the district. Whenever an opening, vacancy, or promotional position occurs, the Superintendent shall, within three (3) working days:

8.4.1 Post a notice in all school buildings on bulletin boards in the teachers’ lounge.

8.4.2 Provide notice to the Association President or designee via e-mail of vacancies.

8.5 FULL DAY TEACHER INSTITUTE - This will be a non-student attendance day at the beginning of the first semester and the end of second semester unless more than two district-wide institutes are scheduled.

8.6 TEACHER’S PAY - Each teacher (excluding teachers on extended contracts) shall be paid on the basis of twenty (20) or twenty-four (24) payments. Teachers shall declare the 20 or 24 payment option on or before September 1 of each year. The date of pay shall be on the 15th and the last day of each month, except when the 15th or last day of the month is not a work week day. If the 15th or the last day of the month falls on a weekend or holiday, then the pay day will be the last work week day prior to the scheduled pay date. The district will provide direct deposit of employee earned compensation to a bank of the employee’s choice, provided the bank has the capability of receiving and accepting direct deposits made by the district.

8.7 PREPARATION PERIODS - High school and junior high teachers will receive one class period per day, and elementary teachers will receive a minimum of five (5) thirty-minute periods per week of non-student contact time. Elementary Music and Art are considered prep periods for the elementary staff.

8.8 CLASSROOM AIDES - A teacher may request help from a certified teacher’s aide through the building Principal. The teacher will give particulars as to why the aide is needed and the duties the aide would perform. Employment of a certified aide upon the recommendation of the Superintendent will be considered by the Board at the next regularly scheduled Board meeting.

8.9 CLASS SIZE - The Board and Association agree that class size shall be closely monitored at each grade level/subject area. The numbers assigned to each classroom, including Mid-State students shall be based upon the following which include (1) age and grade level of the students, (2) ability level of the students, (3) course content, (4) equipment used, (5) availability of space and other appropriate factors.

The Principal shall meet with staff members in the spring of each year to discuss anticipated class size for the forthcoming year. In the event enrollments exceed expectation, the Principal will meet with the teacher(s) involved to study the problem.
8.10 NORMAL WORK DAY - Teachers are required to report for work at 7:45 a.m. Teachers shall be permitted to leave at 3:15 p.m. On Fridays and days preceding vacations or holidays, teachers shall be permitted to leave after students in the area of supervision have vacated. Teachers will not be required to serve bus or supervision duties outside the 7:45 am to 3:15 pm normal work day. Every effort be made to balance duty schedules within buildings.

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.

8.11 STAFFINGS - The administration will make every effort to schedule staffing’s during times other than the affected employee’s scheduled preparation period. When these staffing’s scheduled during the employee’s scheduled preparation period, the employee will be paid pro rata the rate of in-house substitution. If said staffing’s occurs during the regular instructional class time, a substitute shall be assigned to cover the class.

8.12 MENTORING - Panhandle CUSD #2 will provide a mentoring program for all newly hired teachers to the Panhandle School District. It will include a two (2) year orientation program for teachers who are new to the profession (i.e. 0-2 years teaching experience) as provided by law and as approved by the Illinois State Board of Education. The District will also provide a one year orientation program for teachers with more than two (2) years of teaching experience who are new to the district. The mentor and new teacher relationship will be confidential in nature and at no time will mentors be involved in any activities evaluative in nature.

A teacher new to the profession will be assigned a mentor during the first and second year of employment. The administration will attempt to select a tenured teacher from that building who has a similar teaching assignment as the mentoring teacher for the new hire. New hires or mentors may request a reassignment if the work relationship between the new hire and the mentor is not professionally productive.

First year teachers with no previous experience will attend a two-day district workshop to be held no earlier than the week before school begins in the fall. The format and the agenda for the workshop will be determined by the Superintendent and Board of Education but shall include workshop time on curriculum, technology, grading, district handbooks, classroom preparation and classroom discipline. Second year teachers may be required to attend a maximum of one day of the summer workshop as determined by the administration and communicated to the second year teacher in writing by the last school day of the first year teacher’s employment.

Continuing Education Units will be awarded for completion of the (1 or 2 day) workshops.
A teacher new to the district with more than two (2) years of teaching experience will be assigned a buddy/mentor tenured teacher during the first year of employment. The buddy/mentor teacher will be selected from the tenured teaching staff of the building to which the teacher who is new to the district is assigned, whenever possible. The teacher new to the district but with more than two years’ experience will also be expected to attend the second day of the two-day workshop during the first year of employment. The new hires and their mentors are expected to spend a minimum of two hours meeting each month.

Mentors will be required to attend either day one or day two of the new teacher workshop as determined by administration as well as being available to meet weekly with the new hire.

A tenured teacher who seeks to volunteer as mentor or a buddy/mentor for the new school year should notify his or her building Principal in writing prior to the last day of the current school year. Priority will be given to tenured teachers who have not previously served as a mentor. Mentors will be paid a stipend as agreed on in the extra-curricular schedule.

8.13 SECURITY CAMERAS – The sole purpose of video security equipment is to secure the Panhandle School buildings. The purpose of video security equipment is not to evaluate the performance of employees or to monitor their behavior or conduct. Video security equipment will not be utilized to observe employee performance before, during, or after school hours or otherwise be accessed as documentation in the employee evaluation process.

The District personnel in connection with investigation of suspected criminal conduct or security violations or incidents may review data from the video security equipment. Access to data involving District personnel will be limited to appropriate administrative personnel and police liaison officers. Such review will take place in the office of one of the parties listed above.

If review of data inadvertently reveals alleged incidents of employee misconduct, the employee and the Association will be notified in writing if the district intends to investigate the alleged employee misconduct incident. In such investigations, the Association representative or the employee’s representative may review the data depicting the alleged employee misconduct.

The employee will have the right to be represented in all investigatory meetings regarding alleged misconduct unless the employee declines representation. Any discipline that may be imposed against the employee shall be in accordance with the applicable provisions of the agreement.

8.14 DISTANCE LEARNING – The receiving of distance learning courses (i.e. satellite, internet, or other media) will be limited to courses that cannot be offered by current district staff due to time, qualifications, course enrollment or associated costs.
For purposes of workload determination, a course taught by way of distance learning counts the same as any regular course taught in the district. Distance learning classes should not include more than thirty (30) students, inclusive of all local and remote sites, unless waived by the teacher.

If it is necessitated for a teacher to have an additional student contact period for the preparing, monitoring, and/or grading of work completed by student(s) involved in coursework via distance learning for the teacher to not receive their planning time, the teacher shall be paid “the above the normal teaching load” per the contract as listed under working conditions.

8.15 RELOCATION STIPEND – When classroom locations are changed as the result of a mandatory move within the district, the employee will have the option of packing the contents of his/her classroom for the new location. The district will provide packing materials. Employees will be paid a stipend of $100 per day for up to five (5) days of seven hours per workday, with a maximum of thirty-five (35) hours with the approval of the Superintendent. The relocation stipend applies to staff who were employed during both years associated with the move.
ARTICLE IX

SALARY AND FRINGE BENEFITS

9.1 SALARY SCHEDULE - (Appendix A)

9.2 INSURANCE - The Board shall pay a portion of the monthly premium for the individual employee for major medical insurance or the same dollar amount for a medical supplement plan provided by a group insurance plan recommended by a committee of district employees, subject to approval by the Board. All other provisions of this section will be pursuant to the federal law.

The Board will pay up to the following amounts:

- 2016-2017 ......................................... $730
- 2017-2018 ......................................... $765

9.3 TRAVEL EXPENSE ALLOWANCE - Employees will be reimbursed according to the following schedule:

- Travel - Travel in personal vehicle will be reimbursed at the current IRS rate
- Lodging/Meals - Lodging and meals will be reimbursed according to Board policy

9.4 LEAVE WITHOUT PAY - Request for leaves of less than five (5) days without pay (one day equaling 1/180 of individual's salary) shall be submitted in writing to the Superintendent at least two (2) weeks before the leave is desired. These leaves will not require Board approval.

9.5 TAX SHELTERED ANNUITY DEDUCTIONS - Employees may purchase a tax sheltered annuity in conformity with plans and limitations outlined by the federal government. Bi-monthly payroll deductions will be made for such purpose upon presentation to the Employer all necessary authorizations required by Board approved company and signed by the employee requesting such deductions.

9.6 BOARD PICK-UP OF CONTRIBUTION TO ILLINOIS TEACHERS' RETIREMENT SYSTEM - According to the authority granted by the Pension Reform Act of 1974, Section 414(h) of the Internal Revenue Code, the Board of Education agrees to pay to the Teachers Retirement System on behalf of each teacher nine and four tenths percent (9.4%) of his/her TRS. Should any of the above be declared improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent it violates the ruling or opinion.

9.7 EXTRA DUTY ASSIGNMENTS PAY - All Extra Curricular Stipends are calculated on the Base teachers' salary. (See Appendix B)
9.8 TUITION PAYMENTS - Teachers shall be reimbursed one hundred twenty-five dollars ($125.00) per semester hour for each undergraduate course and two hundred dollars ($200.00) per semester hour for each graduate course approved by the Superintendent with a limit of twelve (12) semester hours per employee per year. Such reimbursement shall be subject to the following conditions:

A. The teacher shall present a request for course approval to the Superintendent prior to the start of the class/coursework in which reimbursement is being requested. If such approval is denied, the teacher shall have the right to request an appeal. This decision shall be final.

B. Once advance approval for the course is given and the course is completed, the following conditions must be met prior to the teacher receiving tuition reimbursement:

1. All hours earned must be from an accredited college or university.

2. Satisfactory completion and a grade of "B" or higher must be earned.

3. An official transcript from the college or university must be on file in the Unit Office before reimbursement can be made.

C. Only graduate level courses will result in advancement on the salary schedule. Advancement on the salary schedule will take place only after completion of the above requirements and only at the beginning of the school year following the course completion.

D. Tuition reimbursement will be made after course work has been completed.

E. Appeals Procedure - The Panhandle Teachers' Association President shall appoint a committee consisting of one elementary teacher and one teacher from the junior/high school. A Principal shall constitute the third member of this committee.

An employee must remain an employee of the district for the following year to receive summer reimbursement.

F. If the employee shall sever employment with the district, they shall reimburse the district for the tuition paid on the following schedule:

If leave is after the first year of tuition reimbursement;

1st year.................................80%
2nd year.................................60%
3rd year.................................40%
4th year.................................20%
The payback schedule does not apply to the following reasons: RIF, termination, death, disability or unplanned retirement (subject to board approval).

9.9 ENHANCED SICK LEAVE - A bargaining unit member who tenders an irrevocable letter of resignation and retirement to the Panhandle Board of Education, a Teacher Retirement System (TRS) Retirement program on a date certain shall be eligible for a one-time sick-leave enhancement incentive granted exactly five years prior to retirement.

In exchange for receipt of a qualifying letter of resignation and retirement, the employer shall tender a one-time enhancement of the employee’s accumulated sick leave to exactly three hundred forty (340) days. For example:

Example 1

A teacher properly tendering a qualifying letter on July 1, 2016 for a retirement effective July 1, 2021 who has 300 days of sick leave on July 1, 2016 shall have his/her sick leave immediately enhanced to 340 days of sick leave. The teacher will receive the annual contracted sick days enumerated in 7.1.4 of the contract. Therefore, his/her sick leave will increase by forty days on July 1, 2016. Assuming he/she uses 0 sick days in those five years, on July 1, 2021 she will have 340 days + (5 years x contract sick days of the annual contracted sick days) = _____ days.

No teacher shall be allowed to receive a sick leave enhancement at any date later than five years prior to that teacher’s binding and irrevocable date of resignation and retirement. No additional sick or other leave over that which is granted in the contract shall be granted under any circumstances to any teacher whose sick leave is enhanced according to the provision after July 1, of the school term five (5) years prior to resignation and retirement.

9.9.2 RESCINDING NOTICE OF INTENT TO RETIRE – If a teacher, teacher’s spouse, or teacher’s dependent child suffers a catastrophic injury or illness after giving notice of intent to retire, the teacher may rescind the letter of resignation. The additional sums received by the teacher as a result of section 9.9 shall be repaid by the teacher. The teachers and the district shall reach a schedule for repayment by payroll deduction as a condition of the teacher’s right to rescind. The teacher may apply to the board to rescind a letter of resignation under this section for other reasons, which the district may grant at its discretion.

Rescinding notice of intent to retire can only be utilized once during the employee’s term of employment.
ARTICLE X
BOARD RIGHTS

There is reserved exclusively to the Board of Education and thereby to the District, all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitutions of the State of Illinois and the United States of America. Except where limited by the written provisions of this Agreement, the District retains the rights and responsibilities to direct the affairs of the District in all of its various aspects. Such rights and responsibilities shall include, but are not limited to, the determination of District policy, the management and administration of the District, the establishment, modification or elimination of courses of instruction, special programs, athletic, recreational and social events, as deemed necessary or advisable by the District, the direction, supervision and placement of the teaching staff, and the determination of the placement of personnel in contractual continued service.

Any teacher covered by this Agreement may file a grievance pursuant to the provisions of Article III alleging that the District's exercise of any of the rights or responsibilities listed above conflicts with the written terms of this Agreement.
ARTICLE XI
EFFECT OF AGREEMENT

11.1 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 the written mutual consent of the parties. The employer retains its statutory right to manage the school district. Implementation of those rights shall be consistent with this agreement and the rules and regulations of the Illinois Education Labor Relations Board.

11.2 INDIVIDUAL CONTRACTS - The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.

11.3 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.

11.4 NO STRIKE - The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in a strike.

11.5 Term of Agreement – This Agreement shall be effective the first day of the 2016-2017 school year and continue in effect until the first day of the 2018-2019 school year.

This Agreement is signed this 20th day of June, 2016.
In witness thereof:

For the Panhandle Teachers’ Association, IEA, NEA

President

Secretary

For the Board of Education
Panhandle Community Unit School District #2

President

Secretary