

**AGREEMENT BETWEEN
THE VALMEYER EDUCATION ASSOCIATION**

AND

**THE BOARD OF EDUCATION
VALMEYER COMMUNITY UNIT SCHOOL DISTRICT #3**

2010-2011

**AGREEMENT BETWEEN
THE VALMEYER EDUCATION ASSOCIATION
AND
THE BOARD OF EDUCATION
VALMEYER COMMUNITY UNIT SCHOOL DISTRICT #3
2010-2011**

TABLE OF CONTENTS

PREAMBLE	4
ARTICLE I: RECOGNITION	
1.1 Recognition	4
1.2 Exclusive Agent	4
ARTICLE II: EMPLOYEE AND ASSOCIATION RIGHTS	
2.1 Right of Representation	5
2.2 Personnel File.....	5
2.3 Right to Organize	5
2.4 Dues Deduction.....	5
2.5 Use of Facilities	6
2.6 Employee Discipline	6
2.7 Academic Freedom	6
2.8 Meetings, Notices and General Information	6
ARTICLE III: EMPLOYEE WORKING CONDITIONS	
3.1 School Calendar	7
3.2 Notification of Assignments	7
3.3 Pupil Problems	7
3.4 The School Day.....	8
3.5 Class Size	9
3.6 Internal Substituting.....	9
3.7 Part-time Employee Responsibilities	9
3.8 Summer School.....	10
3.9 Vacancies	10
3.10 Parent Visits	10
3.11 After-School Detention	10
3.12 Curriculum Committee	10

ARTICLE IV: EMPLOYEE EVALUATION

4.1 Frequency 11
4.2 Orientation 11
4.3 Instrument 11
4.4 Conference 11
4.5 Improvement 11
4.6 Response 11
4.7 Report and Recommendations 11
4.8 Plan Development 12

ARTICLE V: EMPLOYEE TERMINATION

5.1 Reasons 13
5.2 Warning 13
5.3 Conference 13
5.4 Notice 13

ARTICLE VI: EMPLOYEE COMPENSATION AND FRINGE BENEFITS

6.1 Experience Credit 14
6.2 Salary Schedule 14
6.3 Supplemental Jobs 14
6.4 Hospitalization and Major Medical Insurance 14
6.5 Insurance Committee 15
6.6 Payroll Procedures 15
6.7 Tuition Reimbursement 15
6.8 Retirement Benefit 16
6.9 Section 125 Plan 18

ARTICLE VII: LEAVES

7.1 Personal Leave 19
7.2 Leave of Absence 19
7.3 Docking Formula 19
7.4 Association Leave 19
7.5 Sick Leave 20

ARTICLE VIII: GRIEVANCE PROCEDURE

8.1 Definitions 21
8.2 Procedures 21
8.3 Bypass to Superintendent 22
8.4 Bypass to Arbitration 22
8.5 Class Grievance 22
8.6 Association Participation - Employee Represented 23
8.7 Association Participation - Certified Employee Not Represented 23
8.8 Board/Administrative Cooperation 23
8.9 No Reprisals Clause 23
8.10 Released Time 23

8.11	Filing of Materials.....	23
8.12	Grievance Withdrawal	23

ARTICLE IX: NEGOTIATIONS PROCEDURE

9.1	Process	24
9.2	Mediation	24

ARTICLE X: NECESSARY REDUCTION OF PERSONNEL

10.1	Attrition.....	25
10.2	Layoff Notice	25
10.3	Layoff Procedure.....	25
10.4	Seniority List.....	25
10.5	Recall Procedure	25

ARTICLE XI: EFFECT OF AGREEMENT

11.1	Complete Understanding	26
11.2	Individual Contracts	26
11.3	Savings Clause	26
11.4	No Strike Agreement	26
11.5	Term of Agreement.....	26

APPENDIX A: TEACHERS SALARY SCHEDULE27

APPENDIX B: DIFFERENTIAL SCHEDULE.....28

**AGREEMENT BETWEEN
THE VALMEYER EDUCATION ASSOCIATION
AND
THE BOARD OF EDUCATION
VALMEYER COMMUNITY UNIT SCHOOL DISTRICT #3
2010-2011**

PREAMBLE

The Board of Education of Valmeyer Community Unit School District 3, of Monroe County, State of Illinois, hereinafter referred to as the "Board", and the Valmeyer Education Association, affiliated with the Illinois Education Association, hereinafter referred to as the "Association", agree as follows:

ARTICLE I

REGOGNITION

1.1 Recognition

The Board recognizes the "Association" as the sole and exclusive negotiating agent for all regularly employed full-time certified teaching personnel, and all regularly employed part-time certified teaching personnel, hereinafter referred to as "employees". Said part-time personnel will be charged reduced IEA membership fees.

1.2 Exclusive Agent

The Board agrees not to negotiate with any other employees' organization, individual employee, or group of employees, with regard to negotiable items as contained within this contract during the term of this Agreement.

ARTICLE II

EMPLOYEE AND ASSOCIATION RIGHTS

2.1 Right of Representation

When an employee is required to appear before the Board or an administrator for a formal discussion concerning the continuation of that employee in his position of employment as such, the employee shall be given reasonable prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting if the employee so desires. This clause shall not apply to conferences held between administrators and employees pursuant to the normal, routine evaluation procedures of the District.

2.2 Personnel File

Each employee, upon twenty-four (24) hours advance written notice submitted to the Superintendent and/or his official designee, shall have the right to review the contents of his/her personnel file with the exception of those documents excluded under Section 10 of the Personal Record Review Act. The Superintendent and/or his designee shall be present during the review. The employee may not remove any material from said file. An employee may attach and place therein written reactions to the contents of said file. The employee may receive copies of material from said file when paid for by him.

2.3 Right to Organize

Employees shall have the right to organize, join and/or not join, and assist the Association and to participate in professional negotiations with the Board. The Board shall not discriminate against any employee with respect to hours, wages, terms, and conditions of employment for reasons of his membership or non-membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this Agreement. The employees shall not discriminate against the Board with respect to hours, wages, terms, and conditions of employment for reasons of participation in negotiations with the Association, or the institution of any grievance, complaint, or proceeding under this Agreement.

2.4 Dues Deduction

The Board shall deduct from each employee's pay the current dues of the Association, provided that employee executes an authorization for continuing dues deduction, the amount of which shall annually be certified by the Association. The authorization shall remain in effect from year to year, except that the employee may revoke it between September 1 and September 15 of any year. Upon revocation, the employee shall notify the Association in writing of same. If a teacher resigns prior to September 1 of any year the Board shall deduct the unpaid portion of the annual dues from the employee's final paycheck. If sufficient salary has not been earned to cover the annual dues, the amount of the deduction shall be pro-rated.

2.5 Use of Facilities

Upon request of the local Association the Superintendent and/or his designee may grant use of the building, equipment, and/or supplies, provided there are no conflicts with school activities or other scheduled organizational activities. The Association agrees to reimburse the School District for a cost of materials or other additional expense that may be incurred as a result of said request.

2.6 Employee Discipline

Terms of this contract governing employee conduct shall be reasonable, and enforcement of employee discipline shall be fair.

2.7 Academic Freedom

Within reason, academic freedom shall be guaranteed to all certified teaching employees, provided however, that the employees exercise this freedom under the rules and regulations of the Board. However, this does not limit the right of the administration to evaluate teachers based on classroom methodology. Both parties recognize that the concept of academic freedom, although philosophically desirable, is not easily interpreted and therefore both parties agree that this clause is not grievable and is to be ignored by an arbitrator.

2.8 Meetings, Notices and General Information

The President, or other officer, of the local Association shall be given written or verbal notice of all regular Board meetings and a copy of the prepared agenda, and written or verbal notice of special Board meetings. The purpose of the meeting shall also be provided. A copy of the approved Board of Education minutes shall be provided to the President of the Association as soon as they are made available to the Board of Education. The Association shall provide a list of its officers to the administration.

ARTICLE III

EMPLOYEE WORKING CONDITIONS

3.1 School Calendar

The calendar shall contain one hundred eighty (180) work days and an additional five (5) emergency days. The one hundred eighty (180) workdays will include four (4) institute days.

If the emergency workdays are not used for emergency purposes, they shall not become employee workdays and a mutually agreeable time for the closing of school shall be determined by April 1. If an emergency occurs after April 1 and school is closed, the Association will work one day for each emergency day utilized beyond April 1 to a maximum of five (5) additional days.

The Association shall have the opportunity to review the proposed calendar two weeks prior to the official adoption and to offer input to the Board of Education prior to adoption.

Teachers will not be required to be at the high school graduation ceremony unless they have a specific job responsibility for which they are being paid.

3.2 Notification of Assignments

All teachers shall be given written notice of class and/or subject assignments and room assignments for the forthcoming year as soon as possible.

3.3 Pupil Problems

- A. The parties agree that the employee has the primary responsibility for maintenance of discipline within the classroom. The administration, however, recognizes its responsibility within the parameters of Board Policy to assist the employee in maintenance of control and discipline in the classroom. Such assistance is to be interpreted as follows: "Teachers are expected to take care of their own discipline. Extreme cases shall be taken to the designated administrator and written follow-up shall be made between teacher and designated administrator regarding the pupil."
- B. All disciplinary actions should be directed toward protecting the welfare of the school and community as well as helping the student develop self-discipline.
- C. Once each semester a board-teacher-administrator committee will meet and review discipline problems occurring in the district for possible updating or changing of district discipline guidelines and procedures.

3.4 The School Day

- A. The Board shall provide one preparation period per day for all full-time teachers which is comprised of continuous minutes and equal to the length of an instructional period. Part-time teachers scheduled to teach more than 50% of the workday will receive one paid preparation period. Part-time teachers scheduled to teach 50% or less of the workday will not receive a paid preparation period. Teacher prep time will not be used for teacher-faculty meetings, which could be scheduled before or after school. Teachers leaving the school during their prep period for school-related business shall notify their building administrator before leaving the school.
- B. Jr. High and High School teachers shall not be required to have more than six (6) academic preps per day. Teachers having more than six (6) shall be compensated at the rate of one-sixth (1/6) of their daily rate of pay per days of extra preparation.
- C. Unless qualifying under 3.6.B, if a teacher is required by the Administration to teach an independent study class or an additional class section, the teacher will be paid \$1,000 per quarter for the assignment, or \$1,000 per quarter if the assignment is taught daily during the teacher's preparation period.
- D. For the 2010-2011 school year, a normal workday for full-time teachers shall be from 8 a.m. to 3:25 p.m.; pupils will be dismissed at 3:13 p.m. Commencing in the 2011-2012 school year, a normal workday for full-time teachers shall be from 8:00 a.m. to 3:15 p.m.; pupils will be dismissed at 3:07 p.m. The normal workday for part-time teachers shall be pro-rated based on assigned instructional and preparation periods.

The work hours of all full-time and part-time teachers shall be comprised of contiguous periods. Teachers will not be required to attend meetings more than one-half (1/2) hour beyond the normal workday. Any required participation in meetings scheduled more than one-half (1/2) hour before or more than one-half (1/2) hour after the employee's normal workday shall be compensated at the internal substitution rate of the differential schedule. A duty free lunch period of not less than thirty (30) minutes will be provided.

E. Individualized Education Programs

Teachers who participate in the formulation of IEPs during the student day shall be granted release time from their regular duties to perform tasks related to formulating IEPs.

F. Librarian

A librarian may be scheduled to work up to three (3) periods of assignment (e.g., teaching, supervision) during the school day. In the event the employee is required to work a fourth (4th) period, (s)he will be compensated for that additional period at the rate set forth in Paragraph C of this Section above. In no

case shall the employee be required to work more than the total number of hours of a normal workday as defined in this Section 3.4.

G. Guidance Counselor

A guidance counselor may be scheduled to work up to two (2) periods of assignment (e.g., teaching, supervision) during the school day. In the event the employee is required to work a third (3rd) period, (s)he will be compensated for that additional period at the rate set forth in Paragraph C of this Section above. In no case shall the employee be required to work more than the total number of hours of a normal workday as defined in this Section 3.4.

H. Early Bird Class

In the event the District offers an early-bird class, the teacher assigned to that class shall start his/her workday one instructional period earlier and work a flexible schedule so long as the total number of hours the teacher works during the school day are equivalent to the total number of hours of a normal workday as defined in this section above.

3.5 Class Size

The Board agrees to attempt to observe within reasonable limits and maintain present class size averages (staffing ratios) subject to space availability, installation of experimental or innovative programs, budgetary limitations, and availability of teachers or necessary funds. All final decisions on class size (staffing ratios) will be made by the Board acting in the best interests of the pupils and will not be subject to challenge through the grievance procedure.

3.6 Internal Substituting

Should employees be required by the administration to relinquish a preparation period to supervise a class not covered by a substitute teacher, said employee shall be paid at the internal substitution rate set forth in the differential schedule.

It shall be the responsibility of the employee to fill out any forms that may be required by the administration pursuant to this clause.

3.7 Part-time Employee Responsibilities

Part-time employees may be assigned hall duty, bus duty, or after-school detention if such duties are during or contiguous with the employee's scheduled work hours. Part-time employees will attend all meetings, in-services, professional development opportunities, etc. that full-time employees are expected to attend if such meetings are during the part-time employee's work hours. Upon mutual agreement of the Superintendent and part-time employee, the part-time employee may attend meetings, in-services, professional

development meetings, etc. outside the part-time employee's regularly scheduled work hours with compensation paid at the employee's pro-rated daily rate of pay. Part-time employees who are absent from a staff meeting or in-service meeting will be provided a copy of the material/agenda discussed at that meeting and shall be responsible for reviewing and being familiar with the material.

3.8 Summer School

Regularly employed teachers in the district who desire to fill summer school positions shall sign up in the district office by May 15. Consideration shall be based on the teacher's major and minor field of study and length of service in the district.

3.9 Vacancies

When a new teaching position or supplemental job is created or when a vacancy in either type of position occurs in the district, the administrator shall provide the VEA president a copy of the vacancy notice at the time it is posted in the Unit office. Qualified teachers will have five (5) workdays after the notice is posted in the Unit office to notify the administration in writing of their interest in the new position or vacancy.

3.10 Parent Visits

Parents wishing to hold a conference or visit and observe in a classroom will be required to make arrangements in advance with the teacher and report to the school office prior to visitation.

3.11 After-School Detention

Regular after school detention will be scheduled on Tuesday and Thursday. Wednesday detention will be scheduled only if the situation warrants it on a need be basis. Teachers will be notified one day in advance of any scheduled detentions they will be responsible for overseeing.

3.12 Curriculum Committee

A joint Board, Administration, Valmeyer Education Association committee shall be maintained and shall meet on a regular basis at mutually agreeable times for the following purposes:

- to engage in planning the continuous improvement of curriculum and instruction;
- to evaluate current programs;
- to serve as a representative group for preliminary screening of possible changes and innovations;
- to study and make recommendations on changes in the curriculum or instructions before such changes are recommended for adoption by the Board of Education.

ARTICLE IV

EMPLOYEE EVALUATION

4.1 Frequency

Non-tenured employees shall be formally observed in the classroom at least twice and evaluated at least once in each school year. Tenured employees shall be evaluated at least once every two years.

4.2 Orientation

The building principal or immediate supervisor shall acquaint each non-tenured employee under his supervision with the evaluation procedures and he shall advise each employee as to who will observe and evaluate his performance. No formal evaluation may take place until such orientation has been completed.

4.3 Instrument

The Administration shall evaluate each employee in writing using the approved evaluation instrument titled "Evaluation Form for Improvement of Instruction" which is filed with the State Board of Education as a part of the Valmeyer Certified Staff Evaluation Plan.

4.4 Conference

The evaluator shall have a meeting with the employee as soon as practical following his evaluation to discuss the evaluation. A copy of the evaluation will be presented to the employee following evaluation conference.

4.5 Improvement

The building principal shall provide the employee with assistance to improve the quality of teaching and provide constructive criticism. It is understood the ultimate responsibility for improvement or remediation rests entirely with the employee.

4.6 Response

The employee shall have the right to attach an explanation to any adverse evaluations or other negative materials that are placed in his personnel file.

4.7 Report and Recommendations

Not later than forty-five (45) days before the end of the school term, the administrator shall complete a written evaluation report and make recommendations as to re-employment for each probationary employee. A copy of the recommendation shall be

furnished to the employee. The report shall not contain information, which has not previously been made known to and discussed with the employee.

4.8 Plan Development

The Board of Education will develop in cooperation with the Association any evaluation procedure for filing with the State Board of Education.

ARTICLE V

EMPLOYEE TERMINATION

5.1 Reasons

No tenured employee may be dismissed or otherwise disciplined except for reasons set forth in the Illinois Revised Statutes 1998, Chapter 105 - 5/10 -22.4. Moreover, the Board may not dismiss any tenured employee for reasons relating to the employee's competence or classroom performance unless it has complied fully with Article IV of this Agreement.

5.2 Warning

Tenured employees shall be given reasonable written warning as determined by the administration, specifically identifying the behavior(s) which, if not remediated, could be the basis for termination.

5.3 Conference

Prior to the issuance of a written notice of termination, the appropriate administrator will have a conference with the employee, including therein a review of the employee's personnel file. If requested by the employee, an Association representative will be present at the conference.

5.4 Notice

The Board shall provide the tenured employee with a written notice of the specific charges against the employee in compliance with the Illinois Revised Statutes 1998, Chapter 105, 5/24 - 12.

The notice and hearing procedure will be conducted under the direction of the State Board of Education in accordance with Section 24 - 12 and 24 - 16, Chapter 105, Illinois Revised Statutes 1998.

ARTICLE VI

EMPLOYEE COMPENSATION AND FRINGE BENEFITS

6.1 Experience Credit

- A. A new employee shall be awarded full credit for public and private teaching experience outside of the District but shall not initially be placed beyond Step 7 of the salary schedule.
- B. All full-time and part-time employees must work at least ninety (90) work days in a school year, in order to advance one (1) step on the salary schedule the next year. These work days shall include paid leave days.
- C. The Board, when hiring new employees, will include in its open meeting minutes the employee's name, tentative teaching assignment and placement on the salary schedule.

6.2 Salary Schedule

The salary schedule shall be based as set forth in Appendix A, which is attached to and incorporated in this Agreement.

6.3 Supplemental Jobs

The supplemental pay schedule shall be as set forth in Appendix B, Differential Schedule, which is attached to and incorporated into this Agreement. Supplemental jobs are defined as any assignments that are in addition to the normal work schedule and/or that exceed the normal work day. These assignments should be made equally among faculty members.

Supplemental pay may be added to the employee's salary and may be paid in the pay check each pay period or may be as a separate payment.

The Board, when hiring employees for supplemental jobs, will include in its open meeting minutes the employee's name, position and salary.

6.4 Hospitalization and Major Medical Insurance

For employees who elect insurance coverage, the Board of Education will provide a Group Health and Life Insurance Policy for those employees. As long as the District's insurance coverage remains with Egyptian Trust, employees may elect one of four plans at such times the plan permits such an election. The board will pay up to ninety percent (90%) of the Platinum monthly premium toward individual coverage for full-time employees and a pro-rated amount for part-time employees. Employees shall have the privilege of having medical care coverage for their families and this coverage shall be accomplished by a payroll deduction plan.

A full-time employee may have a cash option or the insurance premium applied to a tax-sheltered annuity in lieu of Board provided insurance, but the amount of the cash option or tax-sheltered annuity shall not exceed \$482.40 per month.

Should an employee who is employed full-time and is being provided fringe benefits, according to the policy of the school district, be reduced to part-time employment through action of the Board and not by desire or cause by the employee; then those fringe benefits shall remain in effect for the employee for one school year, and thereafter the part-time employee will only be eligible for these fringe benefits on a pro-rated basis.

6.5 Insurance Committee

The district and the Association shall form a joint committee to review district hospitalization and major medical insurance coverage and policies, prior to changes or modifications to the coverage.

6.6 Payroll Procedures

- A. Employee paydays shall be the first (1st) and fifteenth (15th) of each month. If the first or fifteenth fall on a weekend or holiday, the pay will be issued on the next business day. Extra stipends and reimbursements will be paid on the fifteenth (15th) of each month.
- B. Teachers shall be paid in nine or twelve monthly installments at the annual option of the teacher. This option may not be altered during the pay year.
- C. Each employee shall be given the option to receive his/her pay check through direct deposit. Once an employee has elected direct deposit, (s)he may only change his/her bank mid-school year if (s)he has a change in family status.
- D. In the event school is not in session on the day teacher pay checks are issued, the check will be mailed to a teacher upon his/her request.

6.7 Tuition Reimbursement

The district shall establish a pool of funds for tuition reimbursement in accordance to the following conditions:

- A. A pool of money capped at a maximum of \$9000 per year shall be available for tuition reimbursement.
- B. \$3000 of the pool shall be available each semester and during summer sessions. Teachers may apply for the reimbursement at the rate of \$250 per semester hour to a maximum of 12 semester hours per year for any individual teacher.

- C. If more hours are applied for than the allotted amount at the \$250 per semester hour rate, the rate paid will be adjusted according to the excessive hours used and on a pro rata basis.
- D. If the hours allotted for tuition reimbursement are not used in any semester the money in the fund shall roll over to be used in the next semester of the same fiscal year.
- E. Teachers earning advanced level course hours will be allowed to use the earned hours to advance on the salary schedule.
- F. The courses must be pre-approved by the Superintendent and related to the teacher's subject area or the needs of the district.
- G. The tuition reimbursement will be paid in: January for fall courses, June for spring courses, and September for summer courses. Teachers will turn in grades on the first working day in January, June, and September to facilitate the process of reimbursement.

6.8 Retirement Benefit

- A. Any teacher who elects to retire from the District shall be eligible for a retirement bonus provided the teacher meets the following criteria:
 - 1. The teacher will have at least fifteen (15) years of service to the District at the time of retirement, will be at least fifty-five (55) upon retirement for TRS purposes and will not cause the District to incur any TRS Early Retirement Option (ERO) costs.
 - 2. The teacher gives notice prior to September 1 of any year, up to three (3) years prior to the year of retirement, by submitting an irrevocable letter of resignation to the Superintendent. This letter will define the pre-retirement period, which can be up to four years in length, during which the retirement bonus may be paid. (For example, if a teacher submits a notice prior to September 1, 2007, then Year 1 of pre-retirement period is school year 2007-08; Year 2 is 2008-09; Year 3 is 2009-2010; and Year 4 is 2010-2011.)
 - 3. Once the teacher gives notice under this provision, in exchange for this retirement bonus, (s)he agrees to forego for the remainder of pre-retirement period any lane change on the salary schedule that would normally be due for completion of additional coursework. (For example, if a teacher gave notice of retirement on August 31, 2007, any lane change due after that date would be foregone.)
- B. The teacher will receive a retirement bonus in the amount of twelve (12%) percent of his/her previous year's creditable earnings. The District may reduce the bonus due the employee should that employee voluntarily resign from any extra-

curricular assignment or other service which (s)he performed in the year prior to the pre-retirement period.

- C. This retirement bonus may be paid in two forms—i) TRS creditable earnings and/or ii) a post-retirement severance payment—and shall be paid according to the following procedures:
1. For each year of the pre-retirement period, a calculation will be made comparing the employee's creditable earnings of the immediately previous year with his/her creditable earnings of the current year. If such creditable earnings are less than 106% of his/her creditable earnings of the previous year, that portion of the bonus necessary to increase his/her creditable earnings to 106% shall be paid to the employee in his/her last regular paycheck of the year. The amount due may be rounded down to the nearest \$5.00.
 2. If the balance of the bonus due is less than the amount needed to increase the employee's creditable earnings to 106%, then only the remaining bonus amount will be paid to the employee as creditable earnings in his/her last regular paycheck of the year.
 3. In the event the entire bonus due the employee is not paid as creditable earnings during the pre-retirement period, the remaining balance will be paid to the employee as a post-retirement severance payment. Such payment shall be made within three (3) days after the employee's last workday and/or receipt of his/her last paycheck, whichever comes last. This severance payment will not be treated as TRS creditable earnings.
- D. During the retirement period the employee shall not be required to accept any new extra-curricular assignment or other new service for which the employees will not be fully compensated.
- E. This retirement bonus provision may be bargained at the discretion of the parties in successor agreements; however, any employee offering a resignation under this provision will receive the benefit outlined herein as a minimum guarantee regardless of the inclusion of this provision in a successor agreement or the expiration of this agreement.
- F. In the event that there are legislative or rule changes affecting the TRS 6% rule contained in Public Act 94-0004, or the district becomes liable for additional TRS contributions due to payment of this retirement bonus, this provision shall be reopened, upon written demand by either party, for the purpose of negotiating appropriate revisions with the understanding that the parties intend to maximize the TRS creditable earnings of the teacher and to minimize any additional TRS contributions payable by the Board.

6.9 Section 125 Plan

The Board shall administer and provide an IRS Section 125 cafeteria plan that includes flexible spending amounts for unreimbursed medical expenses and dependent care expenses.

ARTICLE VII

LEAVES

7.1 Personal Leave

Upon request by the employee, up to two (2) days each year shall be granted by the Superintendent for important personal business or other emergencies in addition to usual sick leave. Unused personal leave days will be added to the employees accumulated sick leave days.

7.2 Leave of Absence

FMLA Leave: Employees who are eligible shall have the right to request leave under the Family and Medical Leave Act (FMLA), with such leave to be requested and approved/disapproved in accordance with the FMLA statute. The Board shall continue its health insurance contributions during an employee's approved FMLA leave.

Non-FMLA Leave: Tenured teachers shall have the right to request an unpaid leave of absence after exhausting FMLA leave or for any reason that does not qualify as FMLA leave, for up to one (1) year. As part of the request, the employee must indicate his/her anticipated departure and return dates. The Board may, in its sole discretion, approve or deny the employee's request for the unpaid leave. If approved, the employee shall have the right to continue his/her insurance coverage during the leave period contingent upon paying the premium cost.

At least thirty (30) days prior to his/her anticipated return date, the employee must notify the District in writing of his/her intention to return to work or may request additional unpaid leave. Failure of the employee to give written notification of return to work or request additional leave will be considered a resignation from continued contractual service and thereby remove the Board's obligation to reinstate the employee to a teaching position.

The employee will earn a year of service credit on the seniority list if he/she worked at least ninety (90) days in the school year his/her unpaid leave of absence was taken.

7.3 Docking Formula

If an employee's absence is not covered under 7.1, 7.2 or 7.5, the employee's absence will result in a pay deduction of 1/180th of the yearly salary.

7.4 Association Leave

In the event that the Association desires to send a representative to local, state, or national conference or on other business pertinent to Association affairs, not to exceed four (4) days per year, this representative shall be excused without loss of salary providing the Association reimburses the District \$75.00 per day for the cost of the substitute, further

providing, the frequency of excused leave(s) does not impair the quality of classroom instruction and that a written request for leave has been submitted to the Superintendent.

7.5 Sick Leave

Each year employees shall be granted, and shall receive as their normal allotment, sick leave days based on their years of TRS service, as set forth below:

Years of TRS Service	Annual Number of Sick Leave Days Granted
0 to 20 Years	12
More than 20 Years	14

Unused sick leave shall accumulate up to a maximum of 370 days.

The Board may, in its sole discretion, approve a teacher's request for additional sick leave days above the normal annual allotment. The Board's decision shall be final and not subject to the grievance provisions of this Contract.

ARTICLE VIII

GRIEVANCE PROCEDURE

8.1 Definitions

- A. Any claim by the Association or an employee that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement shall be a grievance.
- B. All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays in order that the matter may be resolved before the close of the school term or as soon thereafter as possible.

8.2 Procedures

The parties hereto acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

- A. The employee shall present the grievance in writing within ten (10) days of the occurrence of the event giving rise to the grievance, specifying the article and clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved who will arrange for a meeting to take place within six (6) days after receipt of the grievance. The grievant, and the immediately involved supervisor shall be present for the meeting. The supervisor shall provide a written answer to the grievance of the aggrieved employee within six (6) days after the meeting.
- B. If the grievance is not resolved at Step "A", then the Association and/or the grievant may refer the grievance to the Superintendent or his official designee within six (6) days after receipt of the Step "A" answer, or within eight (8) days after the Step "A" meeting, whichever is later. The Superintendent shall arrange with the Association representative or the grievant for a meeting to take place within six (6) 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 six (6) days of the meeting, the Association shall be provided with the Superintendent's written response including the reasons for the decision.
- C. If the grievance is not resolved at Step "B" or the time limits expire without the issuance of the Superintendent's written reply, then the Association may refer the grievance to the Board of Education within six (6) days after receipt of the Step "B" answer, or within eight (8) days after the Step "B" meeting, whichever is later. The Board of Education shall arrange with the Association representative for a meeting to take place within six (6) days of the Board'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 six (6) days of the meeting, the Association shall be provided with the Board of Education's written response, including the reasons for the decision.

- D. If the Association is not satisfied with the disposition of the grievance at Step "C" or the time limits expire without the issuance of the Board of Education's written reply, the Association may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step "C" answer, then the grievance shall be deemed withdrawn.
1. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.
 2. The arbitrator, in his opinion shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the School District and the Association, and his decision must be based only upon his interpretation of the meaning or application of the express relevant language of the Agreement. Each party shall bear the full costs of its presentation before the arbitrator and will pay one-half the cost of the arbitrator and the A.A.A.
 3. The arbitrator is empowered to award reinstatement, financial reimbursement, damages, and/or other remedies.
 4. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Association.

8.3 Bypass to Superintendent

If the Association and the Superintendent agree, Step "A" of the grievance procedure may be bypassed and the grievance brought directly to Step "B".

8.4 Bypass to Arbitration

If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.

8.5 Class Grievance

Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may initially be filed by the Association at Step "B".

8.6 Association Participation - Employee Represented

The Board acknowledges the right of a VEA member representative to participate in the processing of a grievance at Step "B" and beyond, and no employee shall be required to discuss any grievance at Step "B" or beyond if the Association's representative is not present.

8.7 Association Participation - Certified Employee Not Represented

When an employee is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any stage of the grievance procedure beyond the informal stage.

8.8 Board/Administrative Cooperation

The Board, the Administration, and the Association shall cooperate in the investigation of any grievance. For the purpose of this clause, cooperate shall be defined as mutual effort to collect data and/or information of mutual concern to process said grievance. It does not, however, imply that teachers may be released from their assignments pursuant to clause 8.10 of this article.

8.9 No Reprisals Clause

No reprisals shall be taken by the Board, the Administration or the Association against an employee because of his participation in a grievance.

8.10 Released Time

Should the investigation or processing of any grievance require that an employee or an Association representative be released from his regular assignment, he shall be released without loss of pay or benefits if said investigation or processing is the result of a stipulation of the Board or Administration.

8.11 Filing of Materials

All records related to a grievance shall be filed separately from the employee credentials.

8.12 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

ARTICLE IX

NEGOTIATIONS PROCEDURE

9.1 Process

The parties agree that their duly designated representatives shall negotiate in good faith with respect to terms and conditions of employment. Each party shall select its own representatives. Negotiations shall begin no earlier than June 1.

9.2 Mediation

If agreement is not reached by August 15, the Board and Association may declare that an impasse exists and call for a mediator from the Federal Mediation and Conciliation Service.

ARTICLE X

NECESSARY REDUCTION OF PERSONNEL

10.1 Attrition

When, in the sole, exclusive, and final judgment of the Board of Education, a reduction in staff among tenured teachers is necessary, the administration shall attempt to accomplish same by attrition.

10.2 Layoff Notice

All notices of layoff shall be issued no later than sixty (60) days preceding the end of the school year.

10.3 Layoff Procedure

Tenured teachers shall be subject to layoff under a reduction in force consistent with the procedures set forth in the Illinois School Code.

10.4 Seniority List

No later than February 1, the District shall prepare and post a seniority list that includes each full-time teacher's name, the position(s) she/he is certified to teach and her/his years of full-time continuous service to the District commencing on the first day of full-time work in the District. The VEA or an employee shall have the right to challenge the accuracy of the seniority list provided the VEA or employee notifies the Superintendent in writing of the alleged inaccuracy on or before February 15. If a challenge to the seniority list is timely filed, the Superintendent will investigate the matter and will correct the seniority list if he/she determines there is sufficient evidence to make the correction. No challenge to the seniority list shall be made after the February 15th deadline.

For employees starting work on the same date, their order on the seniority list shall be determined by the drawing of lots by the Superintendent and/or Board President. The Superintendent will schedule a meeting with the VEA President and Vice-President to draw lots. Employees with the same start date will have their name written on a piece of paper and one name at a time will be randomly drawn. The first name drawn will have the most seniority, and so on, until all names are drawn. An employee's seniority established via this procedure shall remain in effect for the duration of the employee's continuous employment in the District.

10.5 Recall Procedure

If the Board increases the number of teachers or has a teacher resign at any time after the layoff(s), the Board shall first offer re-employment within classification to the teachers laid off in the reverse order of the layoffs specified in paragraph 10.3 above.

ARTICLE XI

EFFECT OF AGREEMENT

11.1 Complete Understanding

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

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 violated the law. The remaining articles, sections, and clauses shall remain in full force and effect.

11.4 No Strike Agreement

The Association agrees that it will not engage in or assist in a strike during the period of this Agreement and will abide by all rules and regulations of the Illinois Educational Labor Relations Act.

11.5 Term of Agreement

This Agreement shall be effective August 16, 2010, and shall continue in effect until August 16, 2011.

This Agreement is signed this _____ day of _____, 2010.

IN WITNESS THEREOF:

For the Valmeyer Education Association

For the Board of Education
Valmeyer Community Unit
School District No. 3

President

President

VALMEYER COMMUNITY UNIT SCHOOL DISTRICT #3
APPENDIX A: TEACHERS SALARY SCHEDULE, 2010-2011

Yrs. of Exp.	B.S.	B.S.+15	M.S.	M.S.+15	M.A.+30
0	29,350	30,350	31,850	33,350	34,850
1	29,350	30,350	31,850	33,350	34,850
2	29,950	30,950	32,450	33,950	35,450
3	30,550	31,550	33,050	34,550	36,050
4	31,150	32,150	33,650	35,150	36,650
5	31,750	32,750	34,250	35,750	37,250
6	32,350	33,350	34,850	36,350	37,850
7	33,150	34,150	35,650	37,150	38,650
8	33,950	34,950	36,450	37,950	39,450
9	34,750	35,750	37,250	38,750	40,250
10	35,500	36,550	38,050	39,550	41,050
11	36,350	37,350	38,850	40,350	41,850
12	37,350	38,350	39,850	41,350	42,850
13	38,350	39,350	40,850	42,350	43,850
14	39,350	40,350	41,850	43,350	44,850
15	40,350	41,350	42,850	44,350	45,850
16	41,350	42,350	43,850	45,350	46,850
17	42,550	43,550	45,050	46,550	48,050
18	43,750	44,750	46,250	47,750	49,250
19	44,950	45,950	47,450	48,950	50,450
20	*	47,150	48,650	50,150	51,650
21		*	49,850	51,350	52,850
22			*	52,550	54,050
23				*	55,250
Long 1					
Long 2	45,938				
Long 3					
Long 4		51,238	54,249	57,292	60,368

**3.0% Longevity Salary: Those employees who will be repeating the last step in any lane shall receive a percent increase over the previous year's salary. (For example, an employee who was in the B.S. Lane on Step 18 last year will be on Step 18 again this year and therefore will receive a longevity salary.)*

In addition the Board of Education will pay directly to the Downstate Teachers' Retirement System 9.4% (factor of .103753) of the employee's total creditable earnings due to the Retirement System.

Additionally the Board will pay the T.H.I.S. for the certified employees at a rate of eighty-eight hundredths of one percent (.0088).

VALMEYER COMMUNITY UNIT SCHOOL DISTRICT #3
APPENDIX B: DIFFERENTIAL SCHEDULE, 2010-2011

Coaching Stipends

Athletic Director _____	.13 of Base Salary
Head High School Baseball Coach _____	.13 of Base Salary
Head High School Basketball Coach _____	.13 of Base Salary
Assistant High School Baseball Coach _____	.07 of Base Salary
Assistant High School Basketball Coach _____	.07 of Base Salary
Head High School Volleyball Coach _____	.13 of Base Salary
Head High School Softball Coach _____	.13 of Base Salary
Assistant High School Volleyball Coach _____	.07 of Base Salary
Assistant High School Softball Coach _____	.07 of Base Salary
High School Cheerleading Coach _____	.08 of Base Salary
High School Cross Country Coach _____	.04 of Base Salary
High School Track Coach _____	.02 of Base Salary
Head High School Soccer Coach _____	.13 of Base Salary
Assistant High School Soccer Coach _____	.07 of Base Salary
High School Golf Coach _____	.10 of Base Salary
Head Junior High Baseball Coach _____	.10 of Base Salary
Head Junior High Basketball Coach _____	.10 of Base Salary
Junior High Track Coach _____	.02 of Base Salary
Head Junior High Volleyball Coach _____	.10 of Base Salary
Head Junior High Softball Coach _____	.10 of Base Salary
Assistant Junior High Coaches (for each sport) _____	.05 of Base Salary
Junior High Cheerleading Coach _____	.07 of Base Salary

Sponsor and Advisor Stipends

Junior Class Sponsors _____	.03 of Base Salary
Post Prom _____	.03 of Base Salary
High School Dramatics (per production) _____	.03 of Base Salary
High School Yearbook Advisor _____	.05 of Base Salary
High School Newspaper Advisor _____	.03 of Base Salary
National Honor Society Advisor _____	.025 of Base Salary
Model U.N. _____	.025 of Base Salary
Scholar Bowl _____	.025 of Base Salary
FEA _____	.025 of Base Salary
Science Club _____	.025 of Base Salary
Student Council Sponsor (High School) _____	.025 of Base Salary
Student Council Sponsor (Grade School) _____	.025 of Base Salary
Junior High Chess Club _____	.025 of Base Salary
Saturday Scholar Sponsor/Chaperone _____	.005 of Base Salary per Saturday (max. 4 Saturdays)

*Club sponsors will list duties and responsibilities, if required.

VALMEYER COMMUNITY UNIT SCHOOL DISTRICT #3

APPENDIX B: DIFFERENTIAL SCHEDULE, 2010-2011 (CONTINUED)

Instructional Stipends

Vocational Agriculture _____	.20 of Scheduled Salary
Instrumental Music _____	.10 of Scheduled Salary
Vocal Music _____	.10 of Scheduled Salary
Librarian _____	.05 of Scheduled Salary

Other Stipends

Dean of Students	\$7,250
School Improvement Coordinator	\$5,000
Special Education Coordinator	\$5,000

The Board, in its sole discretion, shall have the right to assign the duties of the Dean of Students, School Improvement Coordinator or Special Education Coordinator to an administrator and, if it does so, said positions/duties so assigned shall not be considered bargaining unit work.

Miscellaneous Stipends

Summer School _____	\$25.00 per Hour
School Chaperones _____	\$25.00 per Activity
Detention Duty _____	\$25.00 per Period
Tutoring _____	\$25.00 per Hour
Internal Substitution _____	\$25.00 per Period

Teachers assigned by the district to prepare grant programs or assigned by the district to carryout state mandated assessment programs shall be compensated at the rate of \$25.00 per hour or shall have release time not to exceed state reimbursement and accumulated hours shall be submitted by the last day of school and monies divided proportionately.

Coaches who are required to drive buses to or from games will be compensated at the current bus driver's rate of pay. Coaches shall not be responsible for the chaperoning of students and fans during the games, unless assigned chaperoning duties, coaches then will be paid chaperone's fee.

When a coach has 4 or more years of experience in the same sport the district will add .02 to their coaching stipend. The experience must be at Valmeyer School District.

Stipend Schedule Adjustments

Upon consultation with the VEA and with the written agreement of the VEA and all affected bargaining unit employees, the Board may 1) combine two or more stipend positions and assign employees to the combined position, with the combined salary of all those positions paid on a pro-rata basis to the employees; or 2) allow two or more employees to share a single stipend position, with the stipend paid to the employees on a pro-rata basis. Each written agreement will set forth the pro-rata share to be paid to each employee. A new written agreement shall be required on an annual basis in order for the stipend schedule adjustment to continue. The Board

and VEA agree that this provision shall not apply to stipend positions filled with non-bargaining unit employees, which means the Board is not required to consult the VEA nor obtain its written agreement when allowing only non-bargaining unit employees to combine and/or share stipend positions.

For the Board

For the Association

Date

Date